



اَوْتُوْتَسِيْتِي تِي كُوْلُو كِي مَارَا
UNIVERSITI
TEKNOLOGI
MARA



MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITI TEKNOLOGI MARA

AND

UNIVERSITAS SUMATERA UTARA

ON

ACCOUNTING RESEARCH SYMPOSIUM & FORUM

This Memorandum of Agreement (hereinafter referred to as “MOA”) is made on the 1st day of March, 2023

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as “**UiTM**”) is a public university established under the Universiti Teknologi MARA Act 1976 whose address is at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and includes its lawful representatives.

AND

UNIVERSITAS SUMATERA UTARA (hereinafter referred to as “**USU**”), a Legal Entity State University based on Government Regulation Republic of Indonesia No. 48 year 1957, domiciled at Jl. Dr. T. Mansur No. 9, Kampus Medan, Medan 20155, Sumatera Utara, Indonesia and includes its lawful representatives.

UiTM and **USU** hereinafter referred to singularly as “the University” and collectively as “the Universities”)

WHEREAS;

- A. The Universities have entered into a Memorandum of Understanding on 4th December 2023 with the joint purpose of contributing to the advancement of academic and educational activities in the areas of mutual interest.
- B. For the purpose of this MOA, UiTM is represented by UiTM Cawangan Kelantan, a branch campus having its registered address at Bukit Ilmu, 18500, Machang, Kelantan, Malaysia and USU is represented by Fakultas Ekonomi dan Bisnis, Universitas Sumatera Utara
- C. The Universities wishing to strengthen their academic relations with regard to the above desire have agreed to establish a framework for Collaborative Project on Accounting Research Symposium & Forum and hereby entered into this MOA in order to set out terms for the matter.

NOW THIS MOA WITNESSES AS FOLLOWS:

ARTICLE 1:

COLLABORATIVE PROJECT

- 1.1 The Universities agree to mutually organize a symposium and forum on Accounting Research (hereinafter referred to as "Accounting Research Symposium or ARS")
- 1.2 The Universities may publish any paper works or research papers presented thereat in their respective and related journals or publications.

ARTICLE 2:

IMPLEMENTATION OF COLLABORATIVE PROJECT

- 2.1 The ARS shall be held annually and shall be organized in alternate manner between the Universities.
- 2.2 The University that becomes the main organizer for the ARS shall be referred to as a Hosting University while the other University shall be co-organizer and shall be referred to as a Co-Hosting University.
- 2.3 The ARS shall be conducted either via Conventional or Digital, whichever is deemed necessary and appropriate subject to mutual agreement of the Universities.
- 2.4 With reference to Article 2.3, the Conventional refers to the manner in which the ARS is to be conducted in a traditional way whereby the participants shall physically present and attend the ARS conducted by the Host University via face-to face facilitation whereas the Digital refers to the manner in which the participants shall virtually present at ARS conducted by the Host University via online or virtual facilitation as a method of communication and instruction.
- 2.5 The participants of the ARS as referred to in Article 2.1 shall be the staffs and students of the Universities.

ARTICLE 3:

THE RESPONSIBILITIES OF HOSTING UNIVERSITY

- 3.1 Save for the responsibilities of each University as stated in this MOA or by any other written mutual agreement, the Hosting University shall be fully responsible for managing and executing the ARS.
- 3.2 The Hosting University shall determine the time and day of which the ARS is to be convened and shall inform in writing the Co-Hosting University about the matter within reasonable period of time.
- 3.3 The Hosting University shall determine the theme or topic of discussion for the ARS subject to the fields mentioned in Article 1.1.
- 3.4 The Hosting University shall determine the speakers and the number of participants for the Collaborative Project.

- 3.5 In the event that the ARS is to be conducted via Digital means, the Hosting University is responsible to ensure that suitable and appropriate technological devices are used as a medium of communication between the Universities.

ARTICLE 4:

THE RESPONSIBILITIES OF CO-HOSTING UNIVERSITY

- 4.1 The Co-Hosting University is responsible to provide assistance to the Hosting University in implementing the ARS whenever it is deemed necessary.
- 4.2 The Co-Hosting University shall provide and determine the number of participants from its University to join the ARS subject to the approval of the Hosting University.

ARTICLE 5:

FINANCIAL ARRANGEMENT

- 5.1 Except as provided otherwise hereto, or in any express agreement between the Universities, all expenses for managing and executing the ARS shall be borne solely by the Hosting University.
- 5.2 Notwithstanding Article 5.1, any expenses incurred for the fulfillment of responsibilities as provided in Article 4 shall be borne solely by the Co-Hosting University.
- 5.3 All expenses incurred by participants and speakers shall be borne by each University respectively.
- 5.4 Any payment or sponsorship received by Hosting University in whatever form in relation to the ARS shall solely belong to the Hosting University.
- 5.5 Save and except for payment mentioned in Article 5.4, any other payment or sponsorship received by Co-Hosting University for the implementation of Article 4, shall solely belong to the Co-Hosting University.

ARTICLE 6:

INTELLECTUAL PROPERTY RIGHTS PROTECTION

- 6.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Universities and in accordance with other international treaties signed by the Universities.
- 6.2 The use of the name, logo and/or official emblem of any of the Universities on any publications, document and/or paper shall be prohibited without prior approval of the Universities.
- 6.3 Subject to Article 1.1 and 1.2, any paperwork or research paper published by the Universities in their respective journals or publications shall be solely owned by the Universities respectively.

- 6.4 The publication of selected paperwork or research paper as mentioned in Article 1.2 shall be determined by mutual agreement of the Universities but subject to priority of selection to be given to the Host University.
- 6.5 Notwithstanding anything mentioned in Article 6.1, the intellectual property rights in respect of any technological development and any products and services development research carried out;
- 6.5.1 Jointly by the Universities or research results obtained through the joint activity and/or effort of the Universities, shall be jointly owned by the Universities in accordance with the provisions to be mutually decided upon; and
- 6.5.2 Solely and separately by the Universities or the research results obtained through the sole and separate effort of the University, shall be solely owned by the University concerned.

ARTICLE 7: CONFIDENTIALITY

- 7.1 The Universities shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other University during the period of the implementation of this MOA or any other agreements made pursuant to this MOA.
- 7.2 For the purposes of Article 7.1, such documents, information and data include any document, information and data which is disclosed by the University (the Disclosing party) to the other University (the Receiving party) prior to, or after, the execution of this MOA, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and /or solutions in any form, which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
- 7.3 The provisions of this Article shall continue to be binding between both Universities notwithstanding the termination of this MOA.

ARTICLE 8: DURATION AND EFFECTIVE DATE OF MOA

- 8.1 This MOA shall be in force for a period of three (3) years whereby it shall commence on **March 1st, 2023** (the "Commencement Date") and shall expire on **February 28th, 2026** (the "Expiration Date").
- 8.2 The MOA may be renewed by written mutual consent of the Universities of which a written notice for the renewal must duly be served by a university to the other university prior to the giving of consent.
- 8.3 The notice of renewal shall be served six (6) months before the expiration date.
- 8.4 The written mutual consent given by the Universities as mentioned in Article 8.2 must be read and construed as part and parcel of this MOA.

8.5 The effective date of this MOA shall be the commencement date mentioned in Article 8.1.

ARTICLE 9:

REVISION, VARIATION AND AMENDMENT

- 9.1 The Universities may request in writing for a revision, variation or amendment of this MOA.
- 9.2 Any revision, variation or amendment must only be made by written mutual consent of the Universities. Such revision, variation or amendments once approved by the Universities will become part and parcel of this MOA.
- 9.3 Any revision, variation or amendment as stated in Article 9.2 shall not prejudice the implementation of any project or program arising from this MOA before or up to the date of such revision, variation or amendment.

ARTICLE 10:

TERMINATION

The MOA may be terminated by either University by giving written notice of at least 6 (six) months in advance to the other University. The event of termination will not affect the completion of any activities organized under this MOA by the Universities unless otherwise agreed.

ARTICLE 11

DISPUTE RESOLUTION

Any difference or dispute between the Universities concerning the interpretation or implementation of any of the provisions of this MOA shall be settled amicably through mutual consultation and/or negotiations between the parties without reference to any third party or national or international tribunal. If this fails to achieve a resolution, the dispute may be referred by the parties of this MOA to mediation. The parties shall then agree a reasonable forum in which to conduct this mediation.

ARTICLE 12:

FORCE MAJEURE & SUSPENSION

- 12.1 No University shall be liable for any delay or failure in the performance of any of its obligations under this MOA to the extent that such delay or failure is caused by Force Majeure, provided that, the University whose performance is prevented or delayed by such Force Majeure shall make every good faith effort to overcome or dispel the event of Force Majeure.
- 12.2 Each University reserves the rights for reasons of national security, national interest, public order, government order or public health to suspend temporarily, either in whole or in part, the implementation

of this MOA which suspension shall take effect immediately after written notification has been given to the other University.

ARTICLE 13:

LANGUAGES AND NOTICES

Any communication under this MOA shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UiTM or UMN-AW as the case may be, shown below or to such other address or electronic, mail address or facsimile as either University may have notified the other University and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

UNIVERSITI TEKNOLOGI MARA

Address : Faculty of Accountancy, Universiti Teknologi MARA Kelantan Branch
Bukit Ilmu, 18500, Machang, Kelantan, Malaysia.

Attention : Dr. Noor Marini Haji Abdullah

Phone : +6019 9397676

Fax : +609 9762001

E-mail : marini535@uitm.edu.my

UNIVERSITAS SUMATERA UTARA

Address : Jl. Dr. T. Mansur No. 9, Kampus Medan, Medan 20155, Sumatera Utara, Indonesia

Attention : Prof. Dr. apt. Poppy Anjelisa Zaitun Hasibuan, M.Si

Phone : +62-61-8211633, +62-61-8216575

Fax : +62-61-8219411, 8211822, 8211766

E-mail : bp2ka@usu.ac.id

*****THIS SPACE IS INTENTIONALLY LEFT BLANK*****

IN WITNESS WHEREOF, the Universities hereto have caused this MOA to be executed by their duly authorized representatives on the day and year first above written. Each University shall hold one original signed MOA, with both documents being equally authentic.

Signed By
For and on behalf of
UNIVERSITI TEKNOLOGI MARA
MALAYSIA

Signed By
For and on behalf of
UNIVERSITAS SUMATERA UTARA

.....
PROFESSOR DR HAJI ABDOL SAMAD NAWI

Rector
Universiti Teknologi MARA Cawangan Kelantan

Date:

Witnessed by:

.....
ASSOC. PROF. DR. MOHD NASIR ISMAIL

Deputy Rector of Academic Affairs
Universiti Teknologi MARA Cawangan Kelantan

.....
PROF. DR. APT. POPPY ANJELISA ZAITUN
HASIBUAN, M.SI

Vice-Rector III for Chancellor Research,
Community Service, and Collaboration
Universitas Sumatera Utara

Date:

Witnessed by:

.....
DR. FADLI, SE, M.Si

Dean
Faculty of Economics and Business
Universitas Sumatera Utara