



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS SUMATERA UTARA, REPUBLIC OF INDONESIA
AND
UNIVERSITI TEKNOLOGI MARA, MALAYSIA**

UNIVERSITAS SUMATERA UTARA is a public university, domiciled at Jalan Dr. T. Mansur No. 9, Kampus Padang Bulan, Medan, 20155, Sumatera Utara (hereinafter referred to as "**USU**").

and

UNIVERSITI TEKNOLOGI MARA, an Institution of higher learning established by the Universiti Teknologi MARA Act 1976, domiciled at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia. (hereinafter referred to as "**UiTM**"), collectively referred to hereinafter as the "**Parties**" and individually as the "**Party**".

WHEREAS:

1. UiTM is an established University with a track record of educational excellence and research and with a dynamic program of collaborative arrangements with many international counterparts;
2. USU is an established university which strives to strengthen its research and educational abilities, and has entered into various collaborative arrangements with others to enhance its academic links and cooperation;
3. The Parties recognize that the academic cooperation will promote further educational collaboration and cultural understanding and have agreed to further continue their common interest in promoting the mutual cooperation in the area of education and research;
4. Nothing in this MOU is intended to create a commitment of financial resources or legal relationship between the two signatories; and
5. The Parties are desirous of entering this MOU to declare their respective intentions and to establish a basis of co-operation and collaboration between Parties upon the terms as contained herein.

NOW, THEREFORE, for and in consideration of their mutual promises and undertakings, the Universities agree as follows:

ARTICLE 1 PURPOSE AND OBJECTIVE

- (1) The purpose of this MOU is to make possible for the Parties, subject to the terms of this MOU and the laws, rules, regulations and national policies from time to time in force in each party's country, to strengthen, promote and develop the exchange of students, scholars and educational resources between Parties, based upon principles of mutual equality and the reciprocity of benefits.
- (2) The objective of this MOU is to strengthen ties between Parties and to promote academic cooperation and to further cultural understanding in both countries.

ARTICLE 2 SCOPE OF ACTIVITIES

The Parties agree to encourage and promote the following scope of activities:

2.1 ACADEMIC STAFF PROGRAM

Visits by academic staff will be encouraged for the mutual benefit of Party. Suitable arrangements will be made for the exchange of visiting scholars for collaboration in teaching and in research on a case by case basis and subject to terms and conditions mutually agreed in a separate written agreement;

2.2. JOINT RESEARCH PROGRAM

The Parties will seek opportunities to cooperate in research. The details of any specific research proposals will be determined by a separate written agreement.

2.3. CULTURAL EXCHANGE PROGRAM

- (1) To encourage and facilitate academic and cultural exchange, the exchange of research materials, publications and information;
- (2) To facilitate the participation of both Parties in conferences, workshop, symposia and short visits organized by the other. Joint educational programs and joint curriculum development are encouraged as well.
- (3) The implementation of any activity under this clause shall be subject to terms and conditions mutually agreed upon by each party.

2.4. STUDENT PROGRAM

To accept undergraduate and graduate students of each Party for periods of study and/or research. Other activities under the student program may include short-term faculty-level programs, joint degrees and courses, and the provision of library access and academic assistance for students. Such activities shall be negotiated and agreed by Parties on a case-by-case basis and subject to terms and conditions mutually agreed in a separate written agreement.

2.5 OTHER ACADEMIC EXCHANGE TO WHICH UNIVERSITIES COLLABORATE

Cooperation in any other areas as agreed to by the Parties from time to time and subject to terms and conditions mutually agreed in a separate written agreement.

2.6 PROMOTION OF ACTIVITIES

Both Parties will mutually promote information and activities of partner universities within the MoU on their respective websites.

ARTICLE 3 FORCE MAJEURE

No Party shall be liable for any delay or failure in the performance of any of its obligations under this Agreement to the extent that such delay or failure is caused by Force Majeure, provided that, the Party 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.

ARTICLE 4 FINANCIAL ARRANGEMENTS

- (1) This MOU shall not give rise to any financial obligation by one Party to the other.
- (2) Each Party shall bear its own cost and expenses in the implementation of this MOU.

ARTICLE 5 EFFECT OF MEMORANDUM OF UNDERSTANDING

This MOU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 6 NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 7 AMENDMENTS, EFFECTIVE DATE, DURATION, AND TERMINATION

- (1) This MOU can be amended by mutual consent of the Parties. Any amendments to this MOU can only be made in writing and after consultation and mutual consent of the Universities. Such amendments, once approved by the Parties, will become part of this MOU.

- (2) Any revision, variation or amendment shall not prejudice the implementation of any project, activity or cooperation arising from or based on this MOU before or up to the date of such revision, variation or amendment.
- (3) The effective date of this MOU shall be latter date on which the Parties sign this MOU.
- (4) This MOU shall remain in force for a period of 3 (three) years from the date of the latter signature. The MOU may be extended by written mutual consent of the Parties.
- (5) The MOU may be terminated by either Party by giving written notice at least 6 (six) months in advance to the other Party. The event of termination will not affect participants from completing their activities at the host university.
- (6) Parties jointly follow up this MOU in the form of Cooperation Agreement made no later than 6 (six) months after the signing of this MOU.
- (7) In case the MOU ceases to be effective on the account of termination or expiration, the provisions of all valid agreements signed as addenda to this MOU shall continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon in the Plan of Operation documents.

ARTICLE 8 NOTICES

Any communication under this MOU 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 Universiti Teknologi MARA or the Universitas Sumatera Utara as the case may be, shown below or to such other address or electronic, mail address or facsimile as either Party may have notified the other Party 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:

UNIVERSITAS SUMATERA UTARA

Address : Jl. Dr. T. Mansyur No. 9, Kampus Padang Bulan, Medan, Sumatera Utara 20155,
Indonesia
Attention : Drs. Mahyuddin K.M.Nasution, M.IT., Ph.D
Phone : +6261 8211633
Fax : -
E-mail : bp2ka.usu@gmail.com

UNIVERSITI TEKNOLOGI MARA

Address : Accounting Research Institute, Level 12, SAAS Building
Universiti Teknologi MARA, 40450 Shah Alam, Selangor, Malaysia
Attention : Prof Dr Normah Hj Omar
Phone : 603- 5544 4924
Fax : 603- 5544 4992
E-mail : normah645@salam.uitm.edu.my

IN WITNESS WHEREOF, Parties hereto have caused this MOU to be executed by their duly authorized representatives. Each Party shall hold one original signed MOU, with both documents being equally authentic.

for UNIVERSITAS SUMATERA UTARA



PROF. DR. RUNTUNG, S.H., M.HUM.

Rector

Date : 11 DEC 2018

for UNIVERSITI TEKNOLOGI MARA



PROFESSOR EMERITUS DATO' DR HASSAN SAID

Vice-Chancellor/ President

Date : _____

Witnessed by:

DRS. MAHYUDDIN K.M. NASUTION, M.IT., Ph.D

Vice Rector for Research, Community Service and Cooperation

Universitas Sumatera Utara

Witnessed by:

PROF. DR. NORMAH HJ OMAR

Director

Accounting Research Institute