



**UNIVERSITY OF
CANBERRA**



MEMORANDUM OF UNDERSTANDING

University of Canberra

(University)

and

Universitas Diponegoro

(UNDIP)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the **University of Canberra** (ABN 81 633 873 422; CRICOS Provider No. 00212k) of University Drive, Bruce in the Australian Capital Territory, Australia (**UC**) and **Universitas Diponegoro** of Jl. Prof. Soedarto, SH Tembalang, Semarang, Central Java 50241 ("**UNDIP**"). (together, the **Parties**).

1. Purpose and Effect of this Memorandum of Understanding

This Memorandum of Understanding (MOU) sets out the understanding of the Parties in relation to the establishment of a general framework of cooperation under which both parties will explore mutually beneficial, collaborative activities (Collaboration).

The terms of this MOU are not intended to create any legally binding rights or obligations (in contract or otherwise) as between any Party, irrespective of how those terms are expressed in this MOU.

2. Understanding of the Parties / Activity

2.1 Term

Subject to early termination under clause 4.6, the term of this MOU is set out in Item 1 of the Schedule.

2.2 Cooperation objectives, activities and tasks

The Parties acknowledge that they intend to:

- (a) co-operate to realise the objectives, activities and tasks, set out in Item 2 of the Schedule; and
- (b) enter into a separate legally binding agreement as necessary to undertake any collaboration project for the purpose of item 2 of the Schedule.

3. Confidentiality and Intellectual Property

3.1 Confidentiality

In addition to any legal protection of confidential information that may exist at law, the Parties will work together in good faith to ensure that, where appropriate, separate and legally binding agreements are entered to protect any confidential information disclosed in connection with this MOU.

3.2 Intellectual property

This MOU does not affect the ownership of any of the Parties' intellectual property (**IP**).

Where appropriate, the Parties will work together in good faith to ensure that separate and legally binding agreements are entered to protect any IP created in connection with this MOU.

Subject to any such agreement between the Parties, ownership and rights in any IP created in connection with this MOU will subsist with the Party who created such property.

4. GENERAL

4.1 MOU Managers

The Parties' nominated MOU Managers for the purposes of administering the Collaboration and receiving notices in relation to this MOU are set out in Item 3 of the Schedule and may be updated at any time by written notice to the other Parties.

4.2 Dispute Resolution

(a) If a dispute arises between the Parties in relation to this MOU, the Parties will:

- i. negotiate in good faith to resolve the dispute; and
- ii. continue to act in accordance with this MOU to the maximum extent possible.

(b) Initial negotiations to resolve the dispute will be between the relevant Parties' MOU Managers under clause 4.1. If they are unable to resolve the dispute, the dispute will be referred to the Representatives specified in Item 4 of the Schedule.

(c) The Parties' acknowledge that the representatives nominated in clause 4.2(b) are authorised by their respective Party to make whatever decision those representatives consider to be appropriate for their respective Party, including:

- i. settlement of the dispute;
- ii. approval of amendment or termination of this MOU.

4.3 Parties to act in good faith

Each Party will undertake their respective activities and tasks set out in this MOU, and will co-operate with the other Party, in good faith according to the terms of this MOU.

4.4 Annual review

It is intended that the Parties' representatives will meet on or around the anniversary (yearly) of the commencement date of this MOU to review the terms of this MOU.

4.5 Variation

No variation will be made to this MOU unless it is approved in writing by the Parties.

4.6 Termination

Any Party may terminate this MOU by providing at least 30 days' notice in writing to the other Parties, however any proposal to terminate this MOU should be communicated to UC as soon as possible.

4.7 Expenses

Each Party will pay its own expenses incurred in preparing, considering and executing this MOU.

4.8 Negation of employment, partnership and agency

A Party will not, by virtue of this MOU, be deemed to be an employee, partner or agent of any other Party and must not represent itself as such.

4.9 Counterparts

This MOU may be executed in counterparts.

Schedule

<p>Item 1 (clause 2.1)</p>	<p>TERM</p> <p>The term of this Memorandum of Understanding is Three (3) years commencing upon the date of signature of both parties.</p>																				
<p>Item 2 (clause 2.2)</p>	<p>COOPERATION OBJECTIVES, ACTIVITIES AND TASKS</p> <p>Under this Memorandum of Understanding both parties will seek to explore the establishment of collaborative activities including, but not limited to the following;</p> <ul style="list-style-type: none"> a) Development of inbound articulation pathways for UNDIP and UC students into UNDIP and UC degree or non degree programs b) Establishment of an inbound Study Abroad program for UNDIP students to study at the UC Canberra campus, and for UC students to study at the UNDIP Diponegoro campus c) Regular bilateral visits by UC and UNDIP representatives, faculty and academic staff. d) Development of UC - UNDIP research collaborations in areas of mutual interest e) UC-UNDIP cooperation in the submission of joint research project proposals to attract funding for research in areas of mutual interest and capacity. f) Joint organisation of academic conferences, seminars and meetings; g) Development of community outreach programmes and projects. 																				
<p>Item 3 (clause 4.1)</p>	<p>Agreement Managers:</p> <p>University of Canberra</p> <table border="1" data-bbox="512 1373 1310 1626"> <tr> <td>Name</td> <td>Mr Kevin Ho</td> </tr> <tr> <td>Position</td> <td>Business Development Manager – South East Asia</td> </tr> <tr> <td>Address</td> <td>University of Canberra, ACT 2601 Australia</td> </tr> <tr> <td>Telephone</td> <td>+61 2 62015153</td> </tr> <tr> <td>Email</td> <td>Kevin.Ho@canberra.edu.au</td> </tr> </table> <p>Universitas Diponegoro</p> <table border="1" data-bbox="512 1709 1310 2007"> <tr> <td>Name</td> <td>Mr. Mauludi</td> </tr> <tr> <td>Position</td> <td>Head of Agreement Office</td> </tr> <tr> <td>Address</td> <td>Universitas Diponegoro, Kampus Tembalang, Semarang, Indonesia</td> </tr> <tr> <td>Telephone</td> <td>+62 811 277 145</td> </tr> <tr> <td>Email</td> <td>kerjasamaundip@gmail.com</td> </tr> </table>	Name	Mr Kevin Ho	Position	Business Development Manager – South East Asia	Address	University of Canberra, ACT 2601 Australia	Telephone	+61 2 62015153	Email	Kevin.Ho@canberra.edu.au	Name	Mr. Mauludi	Position	Head of Agreement Office	Address	Universitas Diponegoro, Kampus Tembalang, Semarang, Indonesia	Telephone	+62 811 277 145	Email	kerjasamaundip@gmail.com
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Telephone	+62 811 277 145																				
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Item 4

(clause 4.2)

Agreement Representatives:**University of Canberra**

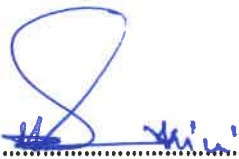
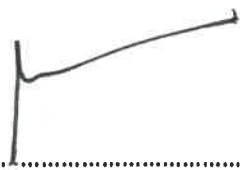
Name	Prof. Lawrence Pratchett
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Universitas Diponegoro

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Telephone	+62 24 7460017
Email	ambariyanto@live.undip.ac.id

SIGNING PAGE

SIGNED as a MEMORANDUM OF UNDERSTANDING:

<p>SIGNED for and on behalf of UC by its duly authorised officer:</p>  <p>.....</p> <p>Signature</p> <p>Vice-Chancellor and President Professor Deep Saini</p> <p><i>12/2/2019</i></p> <p>.....</p> <p>Date</p>	<p>SIGNED for and on behalf of the UNDIP by its duly authorised officer:</p>  <p>.....</p> <p>Signature</p> <p>Rector Professor Yos Johan Utama <i>YJU</i></p> <p><i>8 March 2019</i></p> <p>.....</p> <p>Date</p>
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