



Memorandum of Understanding

Details:

Parties **The University of Queensland** (ABN 63 942 912 684) (through its Faculty of Science), a body corporate established under the *University of Queensland Act 1998* (Qld), St Lucia, QLD 4072 Australia, referred to as **UQ**

AND

Universitas Diponegoro (Jalan Prof. Soedarto, Tembalang, Kota Semarang, Jawa Tengah 50275, Indonesia), referred to as "**UNDIP**"

1 Background

- (a) UQ ranks in the world's top universities, as measured by several key independent rankings, including QS World Rankings (48), Academic Ranking of World Universities (55), and the Times Higher Education World University Rankings (65).
- (b) UNDIP is an internationally recognised higher education institution (or offshore entity) ranked no 6 in Indonesian University Ranking, no 801+ in QS World University Rankings.
- (c) The parties wish to collaborate and work together and acknowledge that the encouragement, cooperation and exchanges in areas of mutual interest between the parties would be desirable.

2 Understanding

- (a) The parties wish to have general discussions about areas of mutual interest and more specifically the feasibility of collaborations within the areas of:
 - (i) Collaborative research and publication;
 - (ii) Visits between institutions by academic and research staff;
 - (iii) Sharing of institutional reports, data and academic materials;
 - (iv) Joint organisation of meetings, workshops and seminars;
 - (v) Creation of placement opportunities for UQ students in Indonesia; and
 - (vi) Exploration of pathway options for students from UNDIP and UQ.
 - (vii) Other possible programs
- (b) The parties have selected the following designated representatives to facilitate discussions:
 - (i) For The University of Queensland, the designated person is Ms Julie Baglot, Faculty of Science, UQ, Australia
 - (ii) For UNDIP, the designated person(s) is Prof. Ambariyanto, Vice Rector for Research and Innovation, UNDIP, Indonesia
- (c) The parties understand that during those discussions they:
 - (i) are bound to follow applicable laws, rules, internal policies and procedures;

Memorandum of Understanding

- (ii) must not misrepresent any matter or engage in misleading or deceptive conduct; and
 - (iii) may be required to obtain relevant professional advice (including Legal, Human Resource and Finance) and internal approvals.
- (d) The parties understand they may be requested to:
- (i) provide relevant information and documents to the other party (including confidential information in the possession of that party);
 - (ii) conduct due diligence and prepare appropriate documentation including intellectual property audits, business plans and risk assessments.

3 Limits of understanding

- (a) This document is only to express the intentions of the parties to cooperate. The expressed intentions in this document are not to be read or regarded as binding. No legally binding obligations arise as a consequence of the signing of this document. This document is not capable of giving rise to any ground for a party to institute legal proceedings of any kind against another party.
- (b) No offer or guarantee is made or contained herein. Actions taken by any party in reliance on this document, or statements made pursuant to this document, will be at that party's sole risk.
- (c) A party may withdraw from their stated intention to cooperate at any time by written notice to the other party. Unless a party withdraws at an earlier time, this document shall expire within 5 years of signing.
- (d) Each party is aware that this document does not contain any obligations of confidentiality. If the parties wish to exchange confidential information, they will enter a separate, legally binding confidentiality agreement.
- (e) The parties agree that, as at the date of signing this document, to the best of their knowledge, no conflict of interest exists or is likely to arise in relation to the intention of the parties to cooperate under this document. If during the term of this document, a conflict or potential conflict of interest arises for one of the parties, then that party will immediately notify the other party in writing of that conflict or potential conflict of interest.

4 Other

- (a) Each party will bear its own costs relating to this document.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed in two identical copies of one and the same effect by their respective duly authorised representatives on the day and year first above written.

For and on behalf of
UNIVERSITAS DIPONEGORO

.....
Professor Yos Johan Utama
Rector
[DATE] 28.08.2018

For and on behalf of
THE UNIVERSITY OF QUEENSLAND

.....
Rongyu Li
Vice-President (External Engagement) (Acting)
[DATE]