



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between **MONASH UNIVERSITY (MUA)** ABN 12 377 614 012, a body corporate constituted under the *Monash University Act 2009* (Vic), of Wellington Road, Clayton, Victoria 3800, Australia **AND MONASH UNIVERSITY INDONESIA (MI)**, a division of Yayasan Monash University Indonesia, a foundation duly established under the laws of Indonesia under Notary Deed Number 101 dated August 24th, 2020, with its address at Green Office Park 9, Level 6 Wing B, BSD – Tangerang, Banten 15345 **AND UNIVERSITAS SULTAN AGENG TIRTAYASA (UNTIRTA)** at Jalan Raya Palka KM.03 Sindangsari Pabuaran, Serang.

MUA, MI and UNTIRTA may use the following protocols to govern their collaboration on academic and research-related activities.

Scope

The scope of collaboration on academic and research activities included in this Memorandum of Understanding (MOU) includes the following categories:

1. Research collaboration in the areas of mutual interest;
2. Exchange of academic materials which are made available by both parties;
3. Exchange of scholars;
4. Exchange of students;
5. Cooperative seminars, workshops, community services and other academic activities.

Implementation

To implement this MOU, the following is mutually understood:

6. Proposals for collaborative work under this MOU will be submitted for approval through the normal procedures of each party.
7. Individual collaborative activities developed under this MOU will be the subject of separate written agreements, which may be between UNTIRTA and MUA, UNTIRTA and MI or between all three parties.
8. Where a separate written agreement is entered between two of the parties to this MOU, the terms of that agreement will only be binding upon those two parties named in the agreement.
9. The final approval of any activity will depend on the availability of the guaranteed support funds.

10. Each party is liable for its own acts and omissions under this MOU including for the prevention of doubt, any liability to a third party arising from its acts or omissions.

Non-binding MOU

11. This MOU is not intended by the parties to be legally binding and nothing in this MOU prevents any party from entering into collaborative arrangements with other organisations covering the same subject matter.

Commencement, renewal, termination and amendment


12. This MOU is effective as of the date of signing by the authorised officer of the last party to sign.
13. This MOU shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated earlier by any party giving written notice to the other parties.
14. The MOU may be amended or extended by mutual consent in writing of the parties.
15. If this MOU is translated into another language, both texts will be authentic but the English text will prevail in the event of a dispute.

Electronic Signing & Counterparts

16. Each Party agrees that this MOU may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is to be treated as if physical signing had occurred.
17. This MOU may be executed in any number of counterparts and by the parties on separate counterparts. Each party may communicate its execution of this MOU by successfully transmitting an executed copy of the MOU by an electronic method to each other party.

Signed for and on behalf of

Monash University (Australia)
by its authorised representative:



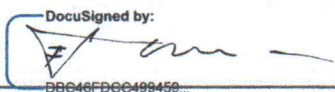
Signature

Professor Abid Khan
Deputy Vice-Chancellor and Vice President
(Global Engagement)

14 December 2021

Date

UNTIRTA
by its authorised representative:



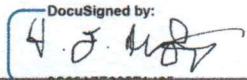
Signature

Prof. Dr. Ir. H. Fatah Sulaiman, S.T., MT.
Rector

20-Dec-2021 | 6:59 PM AEDT

Date

Monash University Indonesia
by its authorised representative:



Signature

Professor Andrew MacIntyre
Pro Vice-Chancellor & President
Monash University Indonesia

22-Dec-2021 | 6:04 PM AEDT

Date