



TAR UMT
TUNKU ABDUL RAHMAN
UNIVERSITY OF
MANAGEMENT AND TECHNOLOGY



MEMORANDUM OF UNDERSTANDING

BETWEEN

**TUNKU ABDUL RAHMAN UNIVERSITY OF
MANAGEMENT AND TECHNOLOGY**

AND

UNIVERSITAS DIPONEGORO

THIS MEMORANDUM OF UNDERSTANDING (MOU) is executed on 14 April
2025.

Between

TUNKU ABDUL RAHMAN UNIVERSITY OF MANAGEMENT AND TECHNOLOGY an University of Higher Learning wholly owned and operated by the TARC Education Foundation (Co. Reg.: 201301003979 / 1033820M) and registered under the Malaysian Private Higher Educational Institutions Act, 1996 (ACT 555) and having its Main Campus at Jalan Genting Kelang, Setapak, 53300 Kuala Lumpur, Malaysia, (hereinafter referred to as **"TAR UMT"**).

And

UNIVERSITAS DIPONEGORO, an institution registered under Government Regulations of the Republic of Indonesia No. 7 Year 1967 and having its registered office at Jalan Prof.H.Soedarto,SH Tembalang, Kota Semarang, Jawa Tengah, Indonesia, (hereafter referred to as **"UNDIP"**)

TAR UMT and **UNDIP** shall where the context so permits, hereinafter refer to singularly as "Party" and jointly as "the Parties".

WHEREAS

- A. The Parties are desirous of entering into this Memorandum of Understanding in order to explore common and fundamental objectives and benefits thereto.
- B. This MOU expresses the understanding of the Parties with respect to the collaboration and does not create or constitute any legally binding obligations on any of the Parties hereto.
- C. The Parties shall at all times for the common benefit of the Parties hereto use their best endeavour to ensure the success of this MOU.

PURSUANT THERETO, the Parties hereby agree as follows:

OBJECTIVES

1.1 Subject to the terms of this MOU, the Parties hereto agree to develop, promote or otherwise to co-operate with one another in various activities herein on the basis of equality and mutual benefit for both Parties as below:

- Sharing of academic knowledge and best practices
- Staff and Student Engagements
- Fostering partnerships and long term relationships with one another

1.2 Pursuant to Clause 1.1 above, the Parties will endeavour to assist and support each other through various activities and projects to be mutually identified by the Parties. Such activities may include the following but not limited to:

- (a) Collaborative research projects;
- (b) Joint academic and related activities
- (c) Staff exchange for teaching and research activities;
- (d) Student exchange to undertake study or participate in research programs; and
- (e) Any other collaborative activities as mutually agreed in writing between the Parties.

1.3 All identified projects between the Parties shall only be implemented subject to separate agreements, the details of which shall be agreed upon and to be executed between the Parties hereto.

SEPARATE ARRANGEMENTS

- 2.1 Both Parties agree that all the physical and financial arrangements for any of the cooperation envisaged herein in this MOU will be negotiated and agreed upon separately and will depend upon the availability of funds and resources.

INTELLECTUAL PROPERTY RIGHTS

- 3.1 **TAR UMT** and **UNDIP** reserves their respective rights and claim of ownership and/or intellectual property rights in all documents and materials that are first supplied for the purposes of pursuing this Memorandum of Understanding whereby such documents and materials are not the joint results arising out of and / or envisaged as such from this Memorandum of Understanding.

PUBLICITY

- 4.1 The Parties may report on and publicise the positive application of the inputs and corroborative results (if any) arising from this MOU for educational and/or academic purposes, subject to prior written approval from the Parties for each of the Party's publicity activities.
- 4.2 Both Parties, subject always to a prior written consent, further consents to each other that the respective Party's name and logo may be included in marketing activities.

DURATION

- 5.1 This MOU shall be for a term of **5** years.
- 5.2 The Parties may agree to extend the MOU for a further period or periods to such dates as may be agreed in writing.

CONFIDENTIALITY

- 6.1 Neither Party shall, at any time, disclose to any third Party, any confidential information of the other Party which is acquired pursuant to this MOU, without the prior written consent of that particular other Party.

DISPUTE RESOLUTION

- 7.1 The Parties hereto agree that notwithstanding anything contained in this MOU, disputes arising or relating to this MOU shall be resolved amicably between the Parties by negotiations.

TERMINATION

- 8.1 This MOU may be terminated by either Party by giving the other Party a notice in writing one (1) month before termination, or sooner upon mutual written consent of the Parties.

NON-LEGAL OBLIGATION

- 9.1 This MOU forms the present intentions of the Parties between them and shall not be legally binding upon the Parties in relation to any of the activities specified in this MOU until and unless legally binding agreements are entered into between the Parties hereafter to consummate any of the activities contemplated herein.

MISCELLANEOUS

- 10.1 This MOU may be amended at any time by mutual consent made in writing between the Parties hereto.
- 10.2 Nothing in this MOU shall prejudice the right of both Parties to establish similar relationship with other institutions.
- 10.3 The Parties agree to bear their own legal and other cost incurred in relation to the preparation, negotiation and execution of this MOU.
- 10.4 Nothing in this MOU shall diminish the authority and autonomy vested in the Parties hereto.
- 10.5 Neither TAR UMT nor Undip has acted in breach of the Malaysian Anti-Corruption Commission Act, 2009; and or S.17A; Law of the Republic of Indonesia Number 30 of 2002 and Law of the Republic of Indonesia Number 19 year 2019 about amendment to Law Number 30 Year 2002; as well Law of the Republic of Indonesia Number 31 of 1999 and Law of the Republic of Indonesia Number 20 year of 2001 about amendment to Law of the Republic of Indonesia Number 31 year of 1999 thereunder or any other applicable laws for the prevention of fraud, bribery, corruption, money laundering or terrorism. Both Parties hereto covenant and undertake with one another that each of them shall not, in connection with their respective business and the agreement between them hereto, promise, authorize, ratify, encourage or offer to make, or to act in furtherance of any payment, contributions, gifts, entertainment, hospitality, travel, reimbursement, kickback or any other valuable consideration whether explicitly or implicitly to unjustly enriched any individual from TAR UMT or Undip to the exclusion of TAR UMT and or Undip hereunder. TAR UMT and Undip, have not or to their respective knowledge or cognizance any members of the Board, Shareholders, Management, Officers, employees or associated personnel, as the case may be, established or maintained any unrecorded fund or asset for any purposes detrimental to the respective Party's interests under this MOU.

THIS MEMORANDUM OF UNDERSTANDING, is executed by the persons signing below who warrant that they have the authority to execute this MOU.

**For TUNKU ABDUL RAHMAN
UNIVERSITY OF MANAGEMENT
AND TECHNOLOGY**



**Professor Dato' Indera Ir. Dr. Lee Sze
Wei
President**

Date: 14-04-2025

For UNIVERSITAS DIPONEGORO



**Prof. Dr. Suharnomo, S.E., M.Si.
Rector**

Date: 09-04-2025