



This **Memorandum of Understanding** is executed

**BETWEEN**

**SHAHROOD UNIVERSITY OF TECHNOLOGY** (hereinafter referred to as "SUT"), an institution of higher learning whose university was established in 1973 as "The Shahrood College of Mines" and whose address is 9WVR+757, Shahrud, Semnan Province, Iran, as well as its lawful representatives and permitted assigns;

**AND**

**UNIVERSITAS KOMPUTER INDONESIA** (hereinafter referred to as "UNIKOM"), a university whose address is at Jalan Dipatiukur No. 112-116, Coblong, Lebakgede, Bandung, Kota Bandung, Jawa Barat 40132, Indonesia and shall include its lawful representatives and permitted assigns;

(hereinafter referred to singularly as "the Party" and collectively as "the Parties")

**WHEREAS**

- A. SUT is an established University with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- B. UNIKOM 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.
- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.



**NOW THIS MOU WITNESSES AS FOLLOWS:**

**ARTICLE 1: OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each party's country, shall endeavour to strengthen, promote and develop academic, cultural and research co-operation between the Parties on the basis of equality and mutual benefit.

**ARTICLE 2: AREAS OF COOPERATION**

- 2.1 Both parties agree to encourage the following activities, in particular, to promote international academic cooperation in the following areas:
- a) institutional exchanges between faculty and staff from each partner institution;
  - b) exchange of postgraduate and undergraduate students of each partner institution for periods of study and/or research; (subject to each partner's admission requirements and regulations)
  - c) institutional exchanges of research experts and knowledge sharing;
  - d) organization of symposia, conferences, short courses, joint research, publication, guest lecture, and meetings on research issues;
  - e) exchange of information pertaining to developments in teaching, student development and research institutions;
  - f) mutually promote information and activities of the other Party within the scope of the Memorandum of Understanding on their respective websites (subject to prior written approval for the use of any logos or trademarks); and



g) cooperation in any other areas as agreed to by the Parties from time to time.

2.2 For the purpose of implementing the co-operation in respect of – some of the areas stated in paragraph 2.1 the Parties may need to enter into separate legally binding agreements subject to terms and conditions as mutually agreed upon by the parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of disputes”.

### **ARTICLE 3: FINANCIAL ARRANGEMENTS**

3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.

3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

### **ARTICLE 4: EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, any legally binding or enforceable obligations, express or implied, under domestic or international law

### **ARTICLE 5: 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 6: CONFIDENTIALITY AND DATA PROTECTION**

Each institution agrees and shall not use for its own purposes, nor without the prior written consent of the other institution disclose to any third party, information of a confidential nature supplied to it by the other institution. This obligation continues



unless the information is public knowledge or already known to that institution at the time of disclosure or subsequently becomes public knowledge other than by breach of this Memorandum of Understanding.

To the extent necessary to implement the provisions of this Memorandum of Understanding, each institution may disclose confidential information to those of its employees as may be reasonably necessary or desirable provided that before such disclosure each party shall make those employees aware of its obligations of confidentiality under this Memorandum of Understanding.

The annexed data processing notice sets out the framework for the sharing of personal data between the parties as data controllers. Each party agrees to only process personal data as described in the data processing notice.

#### **ARTICLE 7: ENTRY INTO EFFECT AND DURATION**

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of THREE (3) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed upon in writing by both parties.

#### **ARTICLE 8: TERMINATION**

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.



### **ARTICLE 9: NOTICES**

Any communication under this Memorandum of Understanding 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 Shahrood University of Technology or the Universitas Komputer Indonesia, as the case may be, shown below or to such other address or electronic mail address or facsimile number 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:

#### **To Shahrood University of Technology:**

Address : Shahrood University of Technology  
9WVR+757, Shahrud, Semnan Province, Iran

Attention : Associate Prof. Dr Morteza Izadifard/  
Prof. Dr. Hamid Hassanpour

Tel. : +982332396000

Fax : +982332394419

e-mail : sut@shahroodut.ac.ir

#### **To Universitas Komputer Indonesia:**

Address : Universitas Komputer Indonesia  
Jalan Dipatiukur No. 112-116,  
Coblong, Lebakgede, Bandung,  
Kota Bandung, Jawa Barat 40132, Indonesia

Attention : Prof. Dr. Ir. H. Eddy Soeryanto Soegoto, MT/  
Dr. Ir. Herman Soegoto, MBA

Tel. : +62-22-2506634 ext 1213

Fax : +62-22-2503-371

e-mail : rinamarlina@email.unikom.ac.id



IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed by  
for and on behalf of  
**SHAHROOD UNIVERSITY OF TECHNOLOGY**

Signed by  
for and on behalf of  
**UNIVERSITAS KOMPUTER INDONESIA**

**Associate Prof. Dr. Morteza Izadifard,**  
Chancellor

**PROF. DR. IR. H. EDDY SOERYANTO SOEGOTO, MT**  
Rector

Witnessed by:



Witnessed by:



**Prof. Dr. Hamid Hassanpour**

  
Vice-Chancellor in Reseach and Technology

**DR. IR. HERMAN SOEGOTO, MBA**  
Dean

Faculty of Engineering and Computer Science

