



**MEMORANDUM OF UNDERSTANDING  
FOR ACADEMIC CO-OPERATION  
BETWEEN  
THE FACULTY OF MATHEMATICS AND NATURAL SCIENCES,  
UNIVERSITAS NEGERI PADANG, REPUBLIC OF INDONESIA  
AND  
THE FACULTY OF ENGINEERING, GIFU UNIVERSITY, JAPAN**

Universitas Negeri Padang (hereinafter referred to as “UNP”), located at Jl. Prof. Dr. Hamka Air Tawar, Padang 25131, Sumatera Barat, Republic of Indonesia and represented by Prof. Dr. Ganefri and Gifu University (hereinafter referred to as “Gifu”), located at 1-1 Yanagido, Gifu City, Gifu 501-1193, Japan and represented by President Hisataka Moriwaki, wishing to encourage and facilitate international academic activities and seeking to promote the process of internationalization at their respective institutions, declare their mutual interest in exploring co-operation on the basis of equality and reciprocity of benefits. UNP and Gifu are referred to individually as a “party” and collectively as “parties.”

THE PARTIES HERETO have reached an understanding as follows:




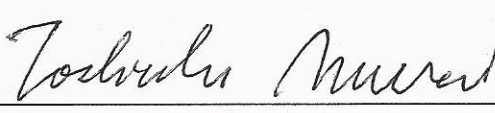
1. Upon the mutual consent of the parties, including the relevant personnel exchange and research units within the parties, and subject to the availability of funds, collaboration may be carried out in any of the following activities:
  - a. Visits by and exchange of students for the purposes of study and research
  - b. Visits by and interchange of faculty members, researchers and administrative staff for the purposes of research, teaching and discussions
  - c. Exchange of academic information, materials and programs including, but not limited to, exchange of library materials and research publications
  - d. Joint research activities
  - e. Joint participation in internationally funded projects
  - f. Joint course development and delivery
  - g. Joint conferences, workshops, seminars as well as international training programs
  - h. Joint organization of special technical or administrative programs, and
  - i. Other cooperative activities as appropriate
2. The development and implementation of each exchange/activity based on this MoU shall be separately discussed and determined by both parties under separate agreements, which shall reflect the parties' mutually agreed objectives, the funding arrangements, and the allocation of responsibility for that activity. Each such separate agreement shall control the administration of the activity or activities described therein.
3. The separate agreements described in paragraph 2 herein may require both parties to use their best efforts to find financial sources for carrying out the activities.

4. Nothing in this MoU shall diminish the full autonomy of either institution, or impose constraints on either party in carrying out separate agreements. Each party acknowledges and agrees that this MoU creates no financial obligations between the parties. This MoU is not binding on the parties and contains no enforceable legal obligations.
5. Both parties intend that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights, a further agreement should be negotiated in each case in accordance with the policies of the two parties on intellectual property. The ownership of any intellectual property rights acquired through such research collaboration shall be determined through consultation by both parties, and the ownership shall be specified in a separate agreement.
6. Unless otherwise required by law, if either party wishes to disclose confidential data and/or information resulting from any activities under this MoU to any third party, the disclosing party must obtain prior written consent from the other party before any disclosure can be made. Consent is not to be unreasonably withheld.
7. The parties agree that each party shall consult in good faith and negotiate to reach mutually acceptable decision for the liability for the death or injury of any person or damage to any property arising from the conduct of any projects and/or programs pursuant to this MoU.
8. Both parties acknowledge that visits by faculty and researchers from one university to the other shall be subject to the entry and visa regulations of Republic of Indonesia and Japan, and shall comply with the regulations and policies of UNP and Gifu.
9. Where a problem or dispute arises between the parties they will first seek to resolve that dispute between themselves and use their best endeavours to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the parties may elect a third party by mutual consent, who shall examine the problem or dispute and provide recommendations.
10. Before any of the activities set out in this MoU are implemented, the parties must enter into formal and binding agreement(s) (separate from this MoU) with each other which will detail the specific form and content of the activities and address the responsibilities and rights of each party in relation to those activities.
11. Should this MoU be terminated, the responsibilities of either party to the MoU to provide benefits to participants on exchanges begun prior to its termination may extend beyond the duration of the MoU and termination of the MoU does not abrogate responsibility to provide benefits.
12. This MoU may be executed in multiple counterparts, each of which shall constitute an original and which taken together, shall constitute one and the same MoU.
13. This MoU shall remain in force for five (05) years from September 18, 2020 with the understanding that it may be terminated by either party giving six (06)-month prior notice to the other party in writing. This MoU may be amended by mutual consent of the two parties. Any amendment to this MoU may be formalized in writing between the two parties.



14. This MoU is drawn up and executed in duplicate in English with both documents having equal effect. Each party to the MoU shall retain one (01) copy. Any translation of this MoU in another language shall be for reference only and shall not bind the parties.

Duly authorized representatives of UNP and Gifu executed this MoU.

 For Universitas Negeri Padang, Republic of Indonesia  Prof. Dr. Nasri, M.S Vice-Rector (General Affairs Section)  Date Oktober / 27 / 2020 Month Day Year	For Gifu University, Japan    Dr. Makoto Sugiyama Vice President (General Manager and International Affairs)  Date 10 / 2 / 2020 Month Day Year
 Dr. Yulkifli, S.Pd. M.Si Dean The Faculty of Mathematics and Natural Sciences  Date Oktober / 27 / 2020 Month Day Year	  Prof. Dr. Toshiaki Murai Dean The Faculty of Engineering  Date September / 17 / 2020 Month Day Year