

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**UNIVERSITI TELEKOM SDN. BHD.**

(Company No. 436821-T)

(Registered owner of **Multimedia University**)

**AND**



**Universitas Negeri Padang**

**UNIVERSITAS NEGERI PADANG**

**Indonesia**

**THIS MEMORANDUM OF UNDERSTANDING (“MoU”)** is made on \_\_\_\_\_  
**(“Effective Date”)**

**BETWEEN**

**UNIVERSITI TELEKOM SDN BHD (Company No. 199701021324 (436821-T))** a company duly incorporated under the Malaysian Companies Act 1965 (which has been repealed and superseded by the Malaysian Companies Act 2016) and remains validly incorporated under the Malaysian Companies Act 2016 and having its registered office at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur (hereinafter referred to as **UTSB**) of the one part;

**AND**

**UNIVERSITAS NEGERI PADANG**, having its registered office address at Jalan Prof. Dr. Hamka Air Tawar, Padang, Sumatera Barat, Indonesia is a public university registered under Ministry of Research, Technology, and Higher Education (hereinafter referred as **UNP**) of the other part.

UTSB and UNP shall collectively be referred to as the **“Parties”** and individually as the **“Party”**.

**WHEREAS: -**

- A. UTSB is the registered owner of Multimedia University (“MMU”), a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, which offers tertiary level education and training in the areas, amongst others, multimedia technology, engineering, information technology, creative multimedia & business management and has the expertise and the capability to provide management, research and development, consultancy services and advancement of technology in the education industry. Reference to “UTSB” and “MMU” shall be used interchangeably, wherever appropriate.
- B. UNP is a university with six campuses (Air Tawar, Bandar Buat, Lubuk Buaya, Ulu Gadut, Bukittinggi and Pariaman) in Indonesia and provides university-level education (diploma, bachelor, master, and doctor), research, consultancy, and training in the areas of education, languages and arts, mathematics and natural science, social science, engineering, sport sciences, economics, and Tourism and hospitality management.
- C. The Parties hereto wish to explore potential academic collaboration opportunities as further described in Paragraph 2 below (**“Project”**).
- D. The Parties acknowledge that as a first step in understanding the opportunities available for the Project, the Parties wish to record their current basic understandings, principles and terms in this MoU.

**NOW THEREFORE**, the Parties agree to describe herein the mutual intent and understandings of the Parties in pursuit of the objectives for the Project, as follows: -

**1. DURATION**

This MoU shall become effective as of the Effective Date and shall continue in effect until (a) the definitive agreement (**“Definitive Agreement”**) is finalized and signed by the Parties or (b) a date that is twenty four (24) months from the Effective Date, whichever is earlier.

## **2. INTENTION OF THE PARTIES**

2.1 The intention of the Parties to this MoU is to: -

2.1.1 work together in good faith to examine and determine the feasibility of pursuing the Project in relation to the following areas: -

- (a) Joint research activities and grants application;
- (b) Exchange of academic staff;
- (c) Student exchange programme;
- (d) Exchange of publications, academic materials and other information;
- (e) Joint facilitation and supervision of postgraduate studies;
- (f) Joint publications, conferences, symposium etc;
- (g) Participation in seminars and academic meetings;
- (h) Sharing of other activities or programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.

2.1.2 to establish a joint working team, if necessary, to effectively and efficiently examine the feasibility of the Project.

## **3. NON BINDING OBLIGATIONS**

This MoU is intended to be a summary of the current intentions and understandings of the Parties with respect to the Project as reflected in discussions between the Parties' representatives to date, and it is expressly understood that: -

- (a) this MoU is not intended to, and does not, constitute a legally binding obligation or an agreement to enter into any financial or other arrangement or any agreement; and
- (b) except for Paragraphs 3, 6, 7, 8, 9, 11, 12 and 13 of this MoU, which shall be binding on the Parties hereto, other provisions of this MoU is mutually non-binding.

## **4. OBTAINING APPROVALS AND LICENSES**

The implementation by the Parties of this MoU may be contingent upon obtaining and the continuance of such approvals, consents, authorizations, licenses and permits from the appropriate governments, statutory and regulatory authorities, as well as the internal corporate approvals, as may be required or deemed to be necessary by the Parties and as may be satisfactory to them. The Parties shall use all reasonable efforts to obtain and to have continued in effect approvals, consents, authorizations, licenses, permits and other requirements.

## **5. AGREEMENT PRINCIPLES**

5.1 It shall be the objective of the Parties to produce the Definitive Agreement containing such terms and conditions governing the Projects as shall be mutually agreeable to the Parties.

5.2 Each Party will be responsible for its own expenses during the discussions in connection with this MoU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expressed in this MoU shall be at the Parties' own risk.

## 6. RELATIONSHIP

- 6.1 The relationship among the Parties shall not be that of partners. Nothing herein contained shall be deemed to constitute a partnership between and among them or merge their assets or their fiscal or other liabilities or undertakings.
- 6.2 Nothing contained herein shall allow UTSB to act as an agent of UNP or all Parties, except to the extent expressly permitted hereunder and nothing herein contained shall be deemed to constitute a joint venture, partnership or other formal business entity of any kind among them.

## 7. CONFIDENTIALITY

- 7.1 All information exchanged between Parties in connection with this MoU or during discussions preceding this MoU are **CONFIDENTIAL** to them and shall not be disclosed to any third party during the period of this MoU ("**Confidential Information**") thereafter except:
- (a) with the written consent of the other Party;
  - (b) if required by law to be disclosed;
  - (c) in connection with legal proceedings by authority of a court of competent jurisdiction; or
  - (d) if the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOU.
- 7.2 Disclosure of any Confidential Information to the employees of either Party's subsidiary, parent or related companies (as defined under the Malaysia Companies Act, 2016) ("**Related Companies**") is permitted provided it is necessary for the purposes of performing that Party's obligations under this MoU. Notwithstanding the aforesaid, the Party receiving any Confidential Information shall ensure that any of its employees to whom Confidential Information is disclosed shall undertake to observe the confidentiality undertakings in this MOU. The Party receiving the Confidential Information shall protect all Confidential Information of the disclosing Party using not less than the standard of care in which it treats its own confidential information (but no less than a reasonable care in the circumstances) and shall ensure that the Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure.
- 7.2 The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.

## 8. WITHDRAWAL

Notwithstanding the generality of the provisions stipulated herein, any Party may withdraw from this MoU at any time by giving fourteen (14) Business Days written notice to the other party without assigning any reasons, PROVIDED ALWAYS THAT the withdrawing Party shall be bound by the Confidentiality provisions as set forth in Paragraph 7 herein.

For the avoidance of any doubt, any reference to "**Business Day**" in this MoU shall mean any day other than a Saturday or Sunday or public holiday in Malaysia or Indonesia;

## 9. NOTICES

- 9.1 A notice or other communication under or in connection with this MoU (a "**Notice**") shall be:
- a. in writing;



- b. in the English language; and
- c. delivered personally or sent by first class post (and air mail if overseas), fax or e-mail to the party or parties due to receive the Notice to the address set out in paragraph 9.3 or to an alternative address, e-mail address, person or fax number specified by that party by not less than seven (7) days' written notice to the other parties, received before the Notice was despatched.

9.2 Unless there is evidence that it was received earlier, a Notice is deemed given if:

- a. delivered personally, when left at the address referred to in paragraph 9.3 below;
- b. sent by mail, except air mail, two (2) Business Days after posting it;
- c. sent by air mail, six (6) Business Days after posting it;
- d. sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine; and
- e. sent by e-mail, when the recipient, by an e-mail sent to the e-mail address for the sender stated in paragraph 9.3 or by a notice delivered by another method in accordance with this Paragraph 9, acknowledges having received that e-mail, *provided*, an automatic "read receipt" does not constitute acknowledgment of an electronic mail for purposes of this paragraph 9.2.

9.3 The addresses referred to in paragraph 9.2 above are:

<b>Name of party</b>	<b>Address</b>	<b>Fax number e-mail address</b>	<b>Marked for the attention of</b>
<b>UTSB- Universiti Telekom Sdn Bhd</b>	Faculty of Engineering & Technology Multimedia University, Jalan Ayer Keroh Lama, 75450 Bukit Beruang, Melaka, Malaysia	<a href="mailto:ykchan@mmu.edu.my">ykchan@mmu.edu.my</a> +606-231 6552	<b>Dr. Chan Yee Kit</b> Associate Professor
<b>UNP – University Negeri Padang</b>	Faculty of Mathematic and Natural Sciences (Fakultas Matematika dan Ilmu Pengetahuan Alam) Jalan Prof. Dr. Hamka Air Tawar, Padang, Sumatera Barat, Indonesia	<a href="mailto:yohandri@fmipa.unp.ac.id">yohandri@fmipa.unp.ac.id</a> +62751-7053902	<b>Dr. Yohandri</b> Vice Dean (Academic Affairs)

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All existing intellectual property rights of any Party, including any development, adaptation, modification or derivative rights shall belong and remain with such Party. Nothing in this MoU shall transfer or assign such intellectual property rights of UTSB to UNP and vice versa.
- 10.2 Nothing in this MoU is intended to grant any intellectual property rights to UNP and vice versa.
- 10.3 This paragraph 10 shall survive the termination of this MoU for any reason whatsoever.

**11. FURTHER UNDERTAKINGS**

Each Party hereby covenants and undertakes to perform their respective obligations and to act at all times in good faith in implementing this MoU.

**12. AMENDMENTS AND VARIATIONS**

Wherever it becomes necessary, this MoU may be varied or amended by mutual agreement in writing by the Parties and such variations or amendments shall be part of this MoU.

**13. GOVERNING LAW**

This MoU will be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

**14. COUNTERPART**

This MoU may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party; it being understood that all Parties need not sign the same counterparts.

**15. LIMITATION OF LIABILITY**

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance under this MoU.

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**Prof. Dr. Syahril Bakhtiar, M.Pd.**  
Vice Rector for Partnerships &  
Information Affairs