

**UNIVERSITY OF
CANBERRA**

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF CANBERRA

AND

UNIVERSITAS BRAWIJAYA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 10th February 2014.

BETWEEN:

UNIVERSITY OF CANBERRA (ABN 81 633 873 422) a body corporate established by the *University of Canberra Act 1989*, located at University Drive, Bruce in the Australian Capital Territory.

("UC")

AND

UNIVERSITAS BRAWIJAYA founded in 1963 under the Ministry of National Education of Indonesia, having its campus at Jalan Veteran, 65145, Malang, East Java, Indonesia.

("UB")

RECITALS:

- A. UC is based in Australia's National Capital. It is a comprehensive and cosmopolitan public university committed to international education, research and exchange.
- B. UB is located in Malang, Indonesia.
- C. This Memorandum of Understanding provides for the establishment of a general framework to co-operate in the areas of staff and student exchange, research collaborations and other general collaboration between UC and UB.
- D. The Parties agree that this cooperation will be advantageous for both parties on the principles of equality and mutual benefit.

NOW it is understood by the parties as follows:

It is anticipated by the parties that any formal agreement will include reference to (but not be limited to) the following issues:

1. **Responsibilities of the University of Canberra**
Provide UB with the necessary information and other documentation pertaining to UC's programs.

Visit UB and host UB visiting delegations to discuss the terms and conditions that would form longer term, specific Agreements between the two parties.
2. **Responsibilities of Universitas Brawijaya**
Provide UC with the necessary information and other documentation pertaining to UB's programs.

Visit UC and host UC visiting delegations to discuss the terms and conditions that would form longer term, specific Agreements between the two parties.

3. **Financial Arrangements**

The two parties agree that they have separate financing responsibilities for this preliminary stage of cooperation and discussion. Neither party may call upon the other party for advance funding to meet advance expenditure obligations.
4. **Intellectual Property**
 - a. In this clause **Intellectual Property** includes all copyright, all rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs, circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have Confidential Information kept confidential.
 - b. Ownership of Intellectual Property which exists prior to this Memorandum of Understanding will not be transferred by virtue of this Memorandum of Understanding.
 - c. The title to and ownership of Intellectual Property generated pursuant to this Memorandum of Understanding will vest in the party that creates it.
 - d. In the case of Intellectual Property created jointly by the parties, the parties will negotiate in good faith to agree on use of the Intellectual Property on the principle that such Intellectual Property would be jointly owned by the parties in proportion to their respective contribution (financial and in-kind) to the creation of that Intellectual Property.
5. **Confidentiality and Disclosure of Information**
 - a. The recipient, its employees, staff, researchers and students, shall treat all information and material supplied by UC and UB in accordance with or pursuant to the Memorandum of Understanding as confidential.
 - b. The two parties, their employees, contractors or agents shall not disclose or make public any information or material acquired or produced in connection with or by the performance of this Memorandum of Understanding without the prior written consent of the other party.
6. **Names, trademarks and logos**

Neither party will use the name or any identifying mark or logo of the other party in any material, advertisement, publication or other media without first obtaining written permission from the other party, such permission not to be unreasonably withheld.
7. **Term**

This Memorandum of Understanding shall operate for a period of three (3) years commencing on the date of signature by both parties.
8. **Variation**

This Memorandum of Understanding may be extended with the agreement of the parties. The terms and conditions for any such extension shall be agreed in writing and signed by the two parties.
9. **Termination**

This Memorandum of Understanding shall cease at any time provided one of the parties gives written notice to the other of its intention to terminate the discussions.

referred to above. In the event of termination under this Clause, neither party can claim from the other in respect of expenditure or obligations incurred up to the date of termination.

10. Non Binding

Other than in regards to clauses 4 and 5 this Memorandum of Understanding is a statement of intent and is not intended to create legal obligations between the parties.

11. Relationship of the parties

- a. No party to this Memorandum of Understanding has authority to bind any other party by contract or otherwise.
- b. Nothing in this Memorandum of Understanding will be interpreted as creating the relationship of principal and agent or a trust, partnership, joint venture or any other form of fiduciary relationship between the parties.

12. Contact Persons

UC's contact for all notices is:

Ms Glenys London
Director, International
University of Canberra, ACT 2601
Telephone: +61 (0) 2 6201 2923
Facsimile: +61 (0) 2 6202 5132
Email: glenys.london@canberra.edu.au

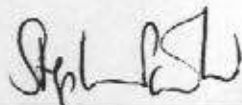
UB's contact for all notices is:

Professor Loekito Adi Soehono
Regional Officer (Australia), International Office
Universitas Brawijaya -
Telephone: +62 341 557 923
Facsimile: +62 341 565 420
Email: io@ub.ac.id

IN ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

**Signed for and on behalf of
UNIVERSITY OF CANBERRA**

By:



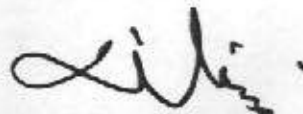
Name: Professor Stephen Parker

Position: President and Vice-Chancellor
University of Canberra

Date:13.2.14.....

**Signed for and on behalf of
UNIVERSITAS BRAWIJAYA**

By:



Name: Professor Dr. Yogi Sugito

Position: Rector
Universitas Brawijaya

Date:26/02/2014.....