Institute of Education
University of London

and

Universitas Pendidikan Indonesia

Memorandum of Understanding
THIS AGREEMENT is made BETWEEN:

(1) INSTITUTE OF EDUCATION, UNIVERSITY OF LONDON of 20 Bedford Way, London, WC1H 0AL ("the Institute"); and

(2) UNIVERSITAS PENDIDIKAN INDONESIA of Jl. Dr. Setiabudhi No. 229, Bandung 40154 ("UPI")

WHEREAS

1 Preamble

1.1 This Memorandum of Understanding (MOU) is intended to promote cooperation, detailed discussions and advancement of international understanding between the Institute and UPI to their mutual benefit.

1.2 The Institute’s Faculty of Policy and Society shall act as the primary contact for the discussions under this MOU.

1.3 Nothing in this MOU shall be construed as creating a legal relationship between the Parties with the exception only of the provisions in clauses 4, 5 and 6. This MOU is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each objective is negotiated, approved, executed and delivered by the Parties.

1.4 The purpose of this MOU is to enable the Institute and UPI to pursue the Objectives as set out below.

1.5 This MOU does not limit, and is not detrimental to, the rights of either institution to make agreements with other institutions.

2 Objectives

2.1 The purpose of this agreement is to facilitate activities in education and in particular in teacher education and development between UPI and the Institute. This agreement is to be recognised by the governments of Indonesia and the UK and form part of the activities which are to be arranged under the new bilateral framework for cooperation between universities in both countries. Under this agreement the Parties will seek to attract funding within the framework currently being agreed by both countries.

2.2 The Parties agree to develop collaborative activity as follows:

- Joint research projects focussing on mutual interests in educational development.
- Joint publications of the outcomes of the research.
• Short-term exchanges of staff and students of both universities to provide opportunities for enhanced professional development.
• Opportunities for student mobility including award-bearing courses at postgraduate levels, up to and including PhD.
• The organisation and delivery of workshops to consider and contribute to innovations in educational provision and/or the monitoring of on-going practices and changes being undertaken.
• Such additional activities as may be identified and agreed in writing by the Parties.

3 **Costs**

3.1 The Parties agree that each shall bear their own costs for any work under this MOU, save and except as agreed in writing between the Parties.

3.2 The Parties agree to seek external sources of funding to support proposed projects wherever possible.

3.3 Where joint activities lead to the establishment of a separate Memorandum of Agreement, such agreement shall include a financial agreement relating to the specific area of collaboration.

4 **Confidentiality**

4.1 Each Party shall keep confidential and not disclose to any person or institution or organisation any confidential information acquired by each Party in connection with this MOU unless such information is already in the public domain, is required to be disclosed by law or any legal or regulatory authority, or the other Party has previously received the prior written consent of the Party for its disclosure.

4.2 UPI acknowledges that the Institute is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the “FOIA”) and UPI agrees it shall (at its own expense) cooperate and provide all necessary assistance as may be reasonably requested by the Institute (at its expense) to enable the Institute to comply with its obligations under the FOIA, including but not limited to, providing the Institute with such information in its possession or power as may be reasonably requested in order for the Institute to comply with its obligations under the FOIA.

5 **General**

5.1 No person who is not party to this MOU shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this MOU but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

5.2 This MOU is governed by English law. The Parties hereby submit to the non-exclusive jurisdiction of the English Courts.
6 Intellectual Property

6.1 In this clause 6:

6.1.1 "Existing IP" means all intellectual property owned by or licensed to either Party, prior to the date of this MOU or subsequently, other than any intellectual property arising directly out of this MOU; and

6.1.2 "New IP" means all intellectual property arising directly out of this MOU.

6.2 All Existing IP owned by or licensed to either Party shall remain the property of such Party.

6.3 Each Party grants to the other a non-exclusive, non-transferable licence for the duration of this MOU to use such of its Existing IP as is provided to the other Party for the purposes only of this MOU.

6.4 Agreement regarding rights to any New IP created as a result of collaboration under this MOU shall be set out in the individual Memorandum of Agreement relating to the specific collaborative activity.

7 The Understanding

7.1 Proposals under this Agreement will be submitted through liaison officers designated by each Party to assure conformity with the Objectives. The liaison officer at the Institute will be Mike Winter, Director of International Affairs and for UPI shall be Professor Furqon, Vice Rector, Academic and International Affairs.

7.2 The terms and scope of each proposal will be described in individual contracts or Memoranda of Agreement, which will be prepared subsequent to this Agreement and signed by both Parties and exchanged prior to commencement.

8 Commencement and Duration

8.1 This MOU commences on the date of signature by the appropriate officer of both Parties ("Date of Commencement").

8.2 This Agreement shall be in effect for 5 years from the Date of Commencement. This period may be extended by written consent of both Parties.
Signed for and on behalf of

The Institute of Education, University of London

Name: Professor Chris Husbands
Position: Director
Dated: 15.11.2012

Signed for and on behalf of

Universitas Pendidikan Indonesia

Name: Professor Sunaryo Kartadinata
Position: Rector