MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this first day of November 2012.

Between:

(1) THE OPEN UNIVERSITY a body incorporated by Royal Charter (number RC000391), an exempt charity in England and Wales, registered as a charity in Scotland (No. SC038302); and with its address at Walton Hall, Milton Keynes, MK7 6AA, United Kingdom ("Open University" or "OU"); and

(2) UNIVERSITAS TERBUKA the 45th State University in Indonesia inaugurated on September 4, 1984, by virtue of Decree of the President of the Republic of Indonesia No. 41 of 1984, whose registered office and principal place of business is on Jalan Cabe Raya, Pondok Cabe, Pamulang, Tangerang Selatan 15418, Banten, Indonesia. Phone (021) 7490941 (Hunting), Fax. (021) 7490147. Website: www.ut.ac.id ("Universitas Terbuka" or "UT").

which are hereafter referred to singularly as a “Party” or together as the “Parties”.

1. This MOU is to further the MOU between OU and UT signed on 28 May 2012 by Rector of UT and Vice-Chancellor of the OU, and to follow-up the Joint Communiqué on partnership in the field of education between the Ministry of Education and Culture of the Republic of Indonesia and the Department for Business, Innovation and Skills of the United Kingdom of Great Britain and Northern Ireland signed by the Minister of Education and Culture and the Minister for Universities and Science on 11 April 2012.

2. This MOU is a statement of intent between the Parties in relation to the subject matter herein and with the exception of clause 7 below, is not intended to create a contract, give rise to legal rights and obligations or create any legal relations whatsoever. Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

3. This MOU is intended as a broad framework document for collaboration. Any specific activities or projects of mutual collaboration arising from this Memorandum shall be the subject of a separate agreement between the Parties. Each separate agreement will set out all specific terms that are relevant to that activity or project including, but not limited to, those relating to cost, ownership of intellectual property rights, licensing and the right to use materials and use of third party content; and shall be agreed prior to the Parties undertaking the specific projects and activities arising from this memorandum.

4. The Parties intend to co-operate by:
   • Exploring the potential for collaboration between The OU and UT in furtherance of our joint aims;
   • Sharing best practice relating to quality assurance in open and distance education;
   • Exploring the usage of open educational resources and mobile technologies to enhance open and distance education provision;
• Identifying the potential for integrating the OU course materials into UT open and distance education programme.

5. Each Party shall bear its own costs in relation to the exploration of opportunities envisaged herein.

6. This MOU shall be effective from the date of the latter of the Parties signatures hereto and shall continue to be operative for a period of three years. Save with regards to clause 7 below, either Party may terminate this MOU at any time on three months' written notice to the other Party.

7. In pursuing the aims of this MOU each Party and its employees or agents may have access to confidential information owned or controlled by the other Party. All such information so acquired by the receiving Party or its employees or agents by operation of this memorandum or in contemplation thereof shall remain the disclosing Party's exclusive property. The receiving Party shall use a reasonable degree of care when in receipt of such information, which in any event shall not be less than the same degree of care which the receiving party uses to protect its own confidential information. The receiving Party shall not copy, publish or disclose such information to others, or authorise its employees or agents or anyone else to copy publish or disclose it to others without the owning party's prior written approval, and shall return such information to the disclosing party at its request.

Nothing in this clause 7 shall prevent a Party which receives such confidential information from disclosing information that was:

a. already in its possession;
b. lawfully received from a third party who did not receive the information from the disclosing party;
c. in the public domain at the time of receipt by the recipient;
d. in the public domain without breach of this memorandum;
e. required to be disclosed by a court order, or to a person legally entitled to the disclosure; but in these circumstances the receiving party shall, if reasonably possible, advise the disclosing party of the notice prior to making the disclosure.

This clause 7 shall survive the termination of the arrangement set out in this MOU.

Signed for and on behalf of
The Open University

[Signature]
Name: Martin Bean
Title: Vice Chancellor
Date:

Signed for and on behalf of
Universitas Terbuka

[Signature]
Name: Tian Belawati
Title: Rector
Date: