

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF SOUTHAMPTON

AND

USMC SDN BHD

AND

INSTITUT TEKNOLOGI BANDUNG

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as 'MOU') is made on the day of 2013.

BETWEEN

UNIVERSITY OF SOUTHAMPTON incorporated by Royal Charter of Highfield, Southampton SO17 1BJ, UK (hereinafter referred to as "UoS")

AND

USMC SDN BHD incorporated in Malaysia under company registration number 913717X and having its registered office at Suite 6.1A, Level 6, Menara Pelangi, Jalan Kuning, Taman Pelangi, 80400 Johor Bahru, Johor, Malaysia (hereinafter referred to as "USMC")

AND

INSTITUT TEKNOLOGI BANDUNG of Jl. Tamansari 64, Bandung 40116, Indonesia (hereinafter referred to as "ITB")

WHEREAS

- A UoS, USMC and ITB wish to develop academic exchanges and cooperation in teaching and research in furtherance of the advancement and dissemination of learning.
- B UoS, USMC and ITB wish to co-operate to promote, facilitate and implement co-operation in the following programmes and activities.

NOW IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE 1
AREAS OF COOPERATION**

UoS, USMC and ITB agree to the following goals and objectives in order to initiate an international partnership programme:

- (a) exchange of scientific, academic, and technical information and appropriate academic materials and other information of mutual interest;
- (b) academic exchanges, including mutual visits of faculty to pursue research and to lecture, and student exchanges on a reciprocal basis;
- (c) identifying opportunities for exchanges and cooperation and joint research and development in disciplines of mutual interest;
- (d) identifying opportunities for commercialisation of technology; and
- (e) organisation and participation in joint academic and scientific activities such as seminars and conferences.

**ARTICLE 2
ARRANGEMENTS AND FUNDING**

To implement the collaborative activities envisaged under the MOU, representatives of UoS and/or USMC and ITB may meet periodically to negotiate and conclude project agreements

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and programmes of cooperation, which meetings may include negotiations regarding the financing of such project agreements and programmes of cooperation. Prior to final agreement and the implementation of any projects or academic programmes arising from this MOU UoS and/or USMC and ITB must obtain the agreement in writing of their respective finance departments.

The financial arrangements, rights to intellectual property and arrangements regarding publication of articles arising out of each project agreement and programme of cooperation will be in accordance with formal agreements to be entered into in respect of each project agreement and programme of cooperation. UoS, USMC and ITB acknowledge that in the absence of any specific agreement to the contrary, all expenses of salary, travel, living and allied costs will be determined at the discretion of and be the responsibility of the visitor's home University.

ARTICLE 3 DEVELOPMENT OF COOPERATION

UoS and/or USMC and ITB will appoint representatives to manage and oversee the development of project agreements and programmes of cooperation. The representatives of UoS and/or USMC and ITB may meet as and when necessary to review progress in the implementation of the agreed arrangements, define new areas for agreement and programmes of cooperation as well as discussing matters related to the MOU.

ARTICLE 4 ADHERENCE TO LAWS

Staff and students of UoS, USMC and ITB involved in any activities under this MOU shall adhere to the laws of the host country and the applicable rules, regulations and procedures of UoS, USMC and/or ITB.

ARTICLE 5 AMENDMENTS

This MOU may only be amended by agreement evidenced in writing by a duly authorised representative from each of UoS, USMC and ITB.

ARTICLE 6 TERM OF AGREEMENT

This MOU shall commence on the date of its execution by the last to sign of UoS, USMC and ITB and shall remain in force for a period of five years and may be renewed upon its expiry with the agreement in writing of both parties. If the MOU remains dormant for three consecutive years it will be deemed to have lapsed.

Any one of UoS or USMC or ITB may cancel the MOU by giving six months' notice in writing to the other (UoS and USMC having first consulted with each other). The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

ARTICLE 7 LEGAL STATUS

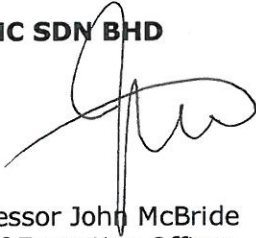
Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial co-operation.

UNIVERSITY OF SOUTHAMPTON



Professor Mark Spearing
Pro Vice-Chancellor International
Date:

USMC SDN BHD



Professor John McBride
Chief Executive Officer
Date: 20 Sept 2013

INSTITUT TEKNOLOGI BANDUNG



Prof. Ir. Hasanuddin Z. Abidin, M.Sc., Ph.D
Vice Rector for Communication,
Partnership and Alumni
Date: 30 August 2013