



MEMORANDUM OF AGREEMENT
between
UNIVERSITY OF EXETER, UNITED KINGDOM
and
UNIVERSITAS MUHAMMADIYAH PALANGKARAYA, INDONESIA

This Memorandum of Agreement (“MOA”) is made on **November 25, 2022**.

BETWEEN:

1. **UNIVERSITY OF EXETER (“UoE”)**, having its main administrative offices at Northcote House, The Queen's Drive, Exeter EX4 4QJ, United Kingdom; and
2. **UNIVERSITAS MUHAMMADIYAH PALANGKARAYA (“UMPR”)**, Jl. RTA Milono, City of Palangkaraya, Kalimantan Tengah 73111, Indonesia;

each “a Party” and together “the Parties”.

BACKGROUND

- a. UoE is a charitable body registered in England and Wales under registration number RC000653 incorporated under Royal Charter.
- b. UMPR is a private university established by the Regional Leadership of Muhammadiyah Central Kalimantan through decree no. A-2/18/SK-PWM/1986.
- c. UoE and UMPR wish to explore opportunities for the development of a strategic alliance in research, education and training.
- d. The aim of this MOA is to provide a framework within which the Parties will seek to develop a long-term collaborative relationship.

IT IS AGREED as follows:

1. STATUS OF THIS MOA

This MOA is not intended to be and is not legally binding. If, as a result of further discussion, the Parties agree to collaborate in any of the activities anticipated in this MOA, the Parties shall enter into a formal and legally binding agreement setting out the rights and obligations of each Party in relation to that activity.

2. LENGTH OF MOA

- 2.1. This MOA shall be valid from the date of signing by authorised Parties in each institution for 3 (three) calendar years. It may be extended by agreement in writing between the Parties.
- 2.2. Either Party may terminate this MOA at any time by giving to the other not less than 1 (one) months' notice in writing, or with immediate effect by written notice if the other Party performs a substantial breach within the scope of this MOA. Termination of this MOA shall be without prejudice to any other collaborative arrangement between the Parties.

3. STATEMENT OF INTENT

- 3.1. The Parties will discuss and agree a framework of future collaboration. These discussions will include (but will not necessarily be limited to):
 - 3.1.1. Identification of disciplines which may result in collaborative programmes between both institutions.
 - 3.1.2. Establishment of systems and procedures in order to support and administer the areas identified in clause 3.1.1.
 - 3.1.3. Management of quality assurance and regulatory compliance processes.
 - 3.1.4. Collaboration in research:
 - 3.1.4.1. Both Parties will seek opportunities to cooperate in research, with details of specific research proposals determined by mutual agreement between relevant faculties of both Parties.
 - 3.1.4.2. The Parties agree that separate formal and legally-binding agreements may be entered into on a case-by-case basis in the event of research collaboration opportunities being identified.
- 3.2. Development of a formal collaborative relationship between the Parties is subject to:
 - 3.2.1. The approval of the relevant authorities of both UoE and UMPR. In particular, approval by UoE of UMPR as a partner institution and approval of any courses leading to awards of (or credit towards an award of) UoE are subject to the procedures set out in UoE's code of practice on managing higher education with others (from time to time updated); and obtaining all necessary or advisable governmental, regulatory or other relevant approvals, consents or licences.

4. FINANCIAL IMPLICATIONS

Each Party shall be responsible for its own costs incurred in connection with this MOA. UoE and UMPR shall, where possible, explore opportunities for external funding of the collaborative activities anticipated in this MOA.

5. PUBLICITY

- 5.1. The Parties will not include the name or logo of the other Party in any advertising or publicity material without the prior written approval of the other Party, on a case-by-case basis.
- 5.2. Neither Party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.

6. DISPUTE RESOLUTION

- 6.1. Any disputes that may arise out of, or in connection with, this MoA shall attempt to be resolved through fair and reasonable negotiation between the Parties.
- 6.2. Either Party may end negotiations in relation to any matter envisaged by this MOA (including but not limited to any discussions relating to the pursuit of a common objective or a development opportunity) at any time without having to give any reasons for doing so or incurring any liability to any other Party.

7. GENERAL

- 7.1. Nothing contained in this MOA, and no action taken by the Parties pursuant to this MOA, shall be deemed to constitute a relationship between the Parties of partnership, joint venture, or (save as may be otherwise agreed) principal and agent.
- 7.2. Either Party may not assign the benefit or delegate the burden of this MOA or otherwise sub-contract, franchise, mortgage, charge or otherwise transfer any or all of its rights and obligations under this MOA without the prior written consent of the other.
- 7.3. Any formal and legally binding agreements which the Parties determine to be necessary in respect of a development opportunity shall be prepared and executed in English. In the event of any discrepancy between such an agreement and a foreign language translation of that agreement, the terms of the agreement prepared and executed in English shall prevail.
- 7.4. This MOA is for the benefit of the Parties and is not intended to benefit, or be enforceable by, anyone else.

SIGNED on behalf of

UNIVERSITY OF EXETER

DocuSigned by:
Professor Richard Follett
19AF81B5E425473...

Name : Professor Richard Follett

Position: Deputy Vice Chancellor (External affairs)

Date :
16 February 2023 | 19:53 GMT

SIGNED on behalf of

UNIVERSITAS MUHAMMADIYAH PALANGKARAYA

DocuSigned by:
Dr. H. Muhammad Yusup S.Sos. M.A.P.
545DE169E77A49B...

Name : Dr. H. Muhammad Yusup S.Sos. M.A.P

Position: Rector

Date :
10 March 2023 | 06:07 GMT