



UNIVERSITY of LIMERICK

OLLSCOIL LUIMNIGH



MEMORANDUM OF UNDERSTANDING

BETWEEN

University of Limerick, Ireland

AND

STAIN Curup University, Indonesia

This is a University in the city of Limerick, Ireland and was established in 1972 as the National Institute for Higher Education, Limerick had become a University by statute in 1989 in accordance with the University of Limerick Act 1989. This is the first University to be established since the foundation of the state in 1922.

The main postal address and Telephone being University of Limerick, Limerick, Ireland, 061-213333, Limerick, Tel. +353-(0) 61- 202700 Ireland and herein represented by:

Prof. Pat Phelan

In his capacity as the Vice President Academic and Registrar, University of Limerick, Ireland
, and he being duly authorized thereto

(Hereinafter referred to as UL)

AND

STAIN Curup - Indonesia



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This is an Islamic State Colledge in the city of Curup, Indonesia and was established in 1997 based on statute of president of Indonesia.

The main postal address and Telephone being STAIN Curup, Curup, Indonesia, 39119 Bengkulu, Telp. (0732) 21010 Curup and herein represented by:

Hendra Harmi, M.Pd

In his capacity as the Vice Head Academic Affairs and Institutional Development, STAIN Curup, Indonesia and he being duly authorized thereto

(Hereinafter referred to as STAIN Curup)

The University of Limerick and STAIN Curup University recognising the educational and cultural benefits which can be achieved through linkages, our institutions enter into a Memorandum of Understanding to facilitate this exchange program.

1. Definitions

- i) For the purposes of this agreement, "home" institution shall mean the institution at which the staff or student intends to stay in the exchange program and "host" institution shall mean the institution which has agreed to accept the staff or student from the home institution.
- ii) Semester or academic year shall normally refer to the period relevant to the host institution.

2. Purpose of the Agreement

- i) The general purpose of this agreement is to establish specific educational relations and cooperation between the two participating institutions in order to promote academic linkages and to enrich the understanding of the culture of the two countries concerned.

3. Mode of Cooperation

Both partners in view of their common objective have reached a mutual understanding to enter into a cooperative arrangement as set out in this Memorandum of Understanding (MOU) to collaborate in scientific research, staff and student exchange, exchange of academic materials among other activities as outlined below:



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3.1 STAFF EXCHANGE

3.1.1. Exchange of Academic Staff

The two institutions may nominate their academic staff to participate in an exchange for the purpose of study or lecturing in the other institution on a reciprocal basis. The participant is subject to approval by the host institution. The period of exchange will normally be one or two academic semesters. The host institution will provide an institutional appointment where appropriate, library and research facilities and other assistance as far as possible. The home institution will also maintain its academic staff on salary during the period of the exchange. The host institution will assist the visiting academic staff in locating living accommodation.

3.1.2. Visiting Academic Staff

In addition to the reciprocal exchanges, either institution may invite faculty members of the other institution for the purpose of lecturing or consultation for a specified period of time, subject to the approval of the Home institution. In such cases the Host Institution may make appropriate funding arrangements agreed to in advance.

3.1.3. Visiting Research Fellows

Either institution may nominate one or more of its faculty to visit the other Institution for the purpose of advanced study or research, subject to approval of the Host Institution. In such cases, the Home Institution may provide the Research Fellow with salary based on the Home Institution's regulations. The Host Institution will provide Institutional courtesies, library and research facilities and an appropriate academic standing.

3.2. STUDENT EXCHANGE

3.2.1. Each institution may send students, either undergraduate or postgraduate to the other institution in appropriate fields of study.

3.2.2. The exchange program should follow the educational system and regulations of the counterpart institution. Students must submit their applications to the Host Institution through their Home Institutions.

3.3. CO-OPERATIVE RESEARCH

3.3.1. Co-operative research is to be encouraged as individual scholars or departments establish contact and develop mutual interests. The cost and conditions of such agreements will be negotiated individually.



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3.4. EXCHANGE OF ACADEMIC MATERIALS

3.4.1. Each institution may exchange relevant materials such as those relating to the library, on a regular basis. The libraries may also exchange materials for research purposes.

6. Exchange Program Review

Both institutions will be responsible for a regular review of the exchange program on at least a two yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required and to identify new opportunities for cooperation in scholarship and research.

NOW THEREFORE

The parties wish to explore possible areas of collaboration between them and wish to negotiate in good faith to conclude in due course a contractual agreement(s) relating to such areas.

Each partner pledges to bring its expert knowledge base, facilities and human resources to bear upon this cooperative arrangement for its success.

During the course of business discussions, negotiations, meetings and activities (including, without limitation, any on-site premises visit or demonstration) between the parties, each party may receive, observe or otherwise have access to such secret, technical, proprietary and similar information, whether inside or outside the institution that:

- a. Relates to the Disclosing Party's past, present or future research, development, business activities, products, services and technical knowledge, and
- b. Either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it is obvious to the other party that it is claimed as confidential ("Confidential Information").

As used herein, the party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving the Confidential Information is referred to as the "Recipient".



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NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. The preamble hereto shall form an integral part of this agreement.
2. **CONFIDENTIALITY/SECRECY**
 - 2.1. The Recipient shall:
 - 2.1.1. Treat as strictly confidential and secret any and all Confidential Information given or made known to it as a result of this agreement;
 - 2.1.2. Keep all such Confidential Information obtained secret towards third parties and only use it in co-operation with the Disclosing Party for the purpose expressly agreed upon by the parties and to disclose same to its employees only on the basis of the need to know;
 - 2.1.3. Accept responsibility for the observance of the provisions of this agreement by their employees;
 - 2.1.4. If required, cause all of its employees who are directly or indirectly given access to the said proprietary and Confidential Information to execute secrecy undertakings in a form acceptable to the Disclosing Party in order to protect the parties against the unauthorized disclosure of such Confidential Information to any third party and to fully co-operate in the enforcement of such secrecy undertakings.
 - 2.2. The above undertakings shall not apply to:
 - 2.2.1. Confidential Information which at the time of disclosure is published or otherwise generally available to the public.
 - 2.2.2. Confidential Information which after disclosure by the Disclosing Party is published or becomes generally available to the public, otherwise than through any act or omission on the part of the Recipient .
 - 2.2.3. Confidential Information which the Recipient can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the Disclosing Party.
 - 2.2.4. Confidential Information rightfully acquired from others who did not obtain it under pledge of secrecy to either of the parties.



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- 2.2.5. Confidential Information which the Recipient is obliged to disclose in terms of an order of court, subpoena or other legal process. (In the event the Recipient receives a subpoena or other validly issued administrative or legal process requesting the disclosure of Confidential Information, the Recipient shall promptly notify the Disclosing Party thereof.)
- 2.3. The provisions of sub-clauses 2.1 and 2.2 shall survive any termination/cancellation of this MOU, for whatever reason, for a period of 5 (five) years following such termination/cancellation.
- 2.4. This MOU shall not confer rights to any invention, discovery, improvement or know-how currently existing or emerging from the execution of this MOU or of any further joint project on either party or the ownership in and to such rights and the use thereof shall form the subject matter of a separate agreement(s) between the parties. Unless a separate agreement relating to the subject matter of this clause is subsequently entered into between the parties in writing, the provisions of this sub-clause 2.4 shall remain valid and binding on the parties in perpetuity.
- 2.5. It is specifically recorded that ownership in and to any intellectual property owned by either Party prior to the Effective Date hereof, shall be and remain vested exclusively with the party who at that stage owned the same.

3. SCOPE OF THIS MOU

- 3.1. This MOU sets out the basis on which the parties shall negotiate in good faith in order to identify a project or projects such as, but not necessarily limited to, those contained herein with the aim of concluding a formal contractual agreement(s) relating to such identified areas of possible collaboration.
- 3.2. Such agreement(s) shall include a documented breakdown and valuation to the other party of its intended financial or other contribution to the proposed collaboration, on a project-to-project basis.
- 3.3. Nothing contained in this MOU shall be construed as binding the parties to any form of exclusivity and both parties shall be entitled to conduct business independent of each other where market requirements so dictate, unless otherwise agreed upon in writing in a formal agreement(s) as envisaged in clause 4.1 below, which agreement(s) shall be subject to such statutory obligations as may at that stage be applicable.

4. PROPOSED FORMAL AGREEMENTS



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- 4.1. As envisaged by clause 3.1 above, it is the firm intention of both the parties to enter into a formal written agreement(s) on a project by project basis, which agreement(s) will incorporate the terms of this MOU as well as such other terms as the parties may subsequently consider desirable or necessary.
- 4.2. The parties record by their signature hereto that this document is intended to promote a business relationship in good faith, for the benefit of both the parties.
- 4.3. At the Effective Date hereof, the possible areas of collaboration mentioned above have been identified.

5. AGENCY AND PARTNERSHIP

- 5.1. No party shall present itself as the representative or agent of the other party for any business, legal or any other reason, nor shall it have the power of authority to commit the other party, unless it receives the other party's prior written consent.
- 5.2. Nothing in this MOU shall be interpreted as establishing a partnership or joint venture between the parties and both parties shall act as independent contractors.

6. COMMENCEMENT AND DURATION

- 6.1. This MOU shall operate as from the date of last signature thereof ("the Effective Date") and shall remain binding for a period of 5 (five) years, unless terminated prior thereto by mutual written consent between the parties.
- 6.2. This MOU may, after expiry thereof, be renewed by the parties, in accordance with clause 9.2 below.

7. FINANCIAL ARRANGEMENTS

- 7.1. Each party shall be responsible for its own costs incurred in the execution of its duties in terms of this MOU, until such time as a written agreement has been reached on the contribution of each party to a specific project(s) to be executed in collaboration.

Dispute Resolution

Any dispute arising under the terms of this Agreement shall be referred to an independent



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mediator as agreed by both Parties as per the laws of the two countries and/or internationally recognized dispute resolution mechanism.

Signatures

This agreement constitutes the entire agreement between the parties. No amendments consent or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties.

Agreement has been accepted by the Vice President Academic & Registrar, University of Limerick, Ireland and the Vice Head Academic Affairs & Institutional Development, STAIN Curup, Indonesia

Professor Pat Phelan
Vice President Academic & Registrar
University of Limerick

Date: 3 July 2017

Hendra Harmi, M.Pd
Vice Head Academic Affairs &
Institutional Development
STAIN Curup

Date: 10 Juli 2017