

Memorandum of Understanding

The Memorandum of Understanding is dated 21 September 2010

Institutions

Victoria University
Avenue 180, Melbourne VIC 3001, Australia
PO Box 18008, Melbourne VIC 3001, Australia
(03) 9594 1000

and

Universitas 17 Agustus
Jalan 17 Agustus, Samarinda, Kalimantan Timur, 75124, Indonesia

Memorandum of Understanding

Background

1. VU will be a leading, respected and internationally recognised for its leadership

2. VU and Universitas 17 Agustus 1945 have identified areas of shared and compatible interests

3. The Memorandum of Understanding (MOU) is not intended to replace a formal contractual relationship between them, it will facilitate the development of a working relationship between them leading to the pursuit of R&D or other collaborative activities.

4. VU and Universitas 17 Agustus 1945 have identified areas of shared and compatible interests

5. The Memorandum of Understanding (MOU) is not intended to replace a formal contractual relationship between them, it will facilitate the development of a working relationship between them leading to the pursuit of R&D or other collaborative activities.

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Agreement

1. Term

1.1 This MOU will take effect on the date set out above and may continue until 31 September 2017 (Term)

1.2 The institutions agree to review the operation of this MOU one year after the date of its signing and at least once thereafter

2. Joint Activities

2.1 During the term of this MOU the institutions will discuss opportunities for joint activities and are prepared to discuss:

- (a) Development of educational programs, including joint and double degree programs;
- (b) Research training, supervision and collaboration;
- (c) Exchange of staff and students;
- (d) Joint publications;
- (e) Postgraduate supervision;
- (f) Joint teaching activities, conferences and workshops;
- (g) Technical and information exchange;
- (h) Sharing usage of research collected



Memorandum of Understanding

This Memorandum of Understanding is dated 21 September 2016

Institutions

Victoria University
ABN 83 776 954 731
Ballarat Road, Footscray, VIC 3011, Australia
PO Box 14428 Melbourne VIC 8001, Australia
(VU)

and

Universitas 17 Agustus 1945
Jalan Ir. H. Juanda No. 80, Samarinda Ulu, Samarinda City, East Kalimantan, 75124, Indonesia

Background

- A. VU will be **excellent, engaged and accessible** and internationally recognised for its leadership in:
- Empowering a diverse community of students to grow their capabilities and transform their lives;
 - Engaging with industry and community to make the world a better place, through the creation, sharing and use of new knowledge.
- B. VU and Universitas 17 Agustus 1945 have identified areas of shared and compatible interests and wish to undertake collaborative activities relevant to their respective interests.
- C. The institutions anticipate that, while this Memorandum of Understanding (**MOU**) is not intended to establish a binding contractual relationship between them, it will facilitate the establishment of a working relationship between them leading to the conduct of one or more collaborative activities.

Agreement

1. Term

- 1.1 This MOU will take effect on the date set out above and will continue until 21 September 2019 (Term).
- 1.2 The institutions agree to review the operation of this MOU one year after the date of its signing and at least once per year thereafter.

2. Broad Areas for Collaboration

- 2.1 During the Term, the institutions will discuss opportunities for collaboration. Such opportunities are intended to include:
- (a) Development of educational programs, including joint and double degree programs;
 - (b) Research training, supervision and collaboration;
 - (c) Exchange of staff and students;
 - (d) Joint publications;
 - (e) Postgraduate supervision;
 - (f) Jointly holding seminars, conferences and workshops;
 - (g) Technical and information exchange;
 - (h) Sharing usage of research collected data.
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Where an activity may give rise to obligations between the institutions, a separate legally binding agreement shall be entered into for each activity.

3. Education Services for Overseas Students in Australia

The Australian *Education Services for Overseas Students Act 2000 (Cth) (ESOS Act)* regulates various activities that relate to overseas students studying in Australia. Both institutions acknowledge that any activities which they undertake will need to comply with the ESOS Act, if it applies. The ESOS Act and National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students are available at:

<https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>

4. Legal Effect of this MOU

This MOU outlines the framework of a working relationship between the Institutions. It is not intended to constitute a contract, but is built on goodwill and binding in honour only. No partnership or joint venture is created by this MOU, and no institution can commit another financially or otherwise to third parties.

5. Confidentiality

Each institution shall only use another institution's confidential information which is communicated to it in connection with this MOU for the purpose for which it was communicated or with the permission of the communicating institution.

6. Intellectual Property

Nothing in this MOU alters or affects the ownership of any intellectual property which is communicated by one institution to another.

7. Use of Name and Logo

No institution shall use the name of another institution as an endorsement, or another institution's logo (or any variation thereof), without first obtaining the relevant institution's written consent.

8. Standards of Performance

All obligations under this MOU (and any agreement resulting from this MOU) shall be performed in a manner protective of and consistent with all institutions' reputations for excellence and integrity in their respective areas of operation either education or local government.

9. Dedicated point of contact

Each institution will assign a person to be the first point of contact in relation to the institution's relationship. These people will interact as necessary to pursue the institutions' aims of this MOU.

10. Termination

Any institution may exit this MOU by providing written notice to the other institution.

Executed

Signed for and on behalf of **Victoria University**)
by its duly authorised officer in the presence of:)

Peter Dawkins

.....
Professor Peter Dawkins
Vice-Chancellor and President

.....
Signature of witness

Colin Clark

.....
Name of witness (block letters)

Colin Clark

Signed for and on behalf of **Universitas 17**)
Agustus 1945 by its duly authorised officer in)
the presence of:)

H. Eddy Soegiarto K

.....
Prof. Dr. H. Eddy Soegiarto K, SE. MM.
Rector

.....
Signature of witness

Heflini Frances

.....
Name of witness (block letters)

HEFLINI FRANCES