



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS SAMUDRA, INDONESIA
AND
UNIVERSITI SAINS MALAYSIA, MALAYSIA

No (1st Party): 104/UN54/KS/2023

No (2nd Party): U2023420

This Memorandum of Understanding (MOU) is hereby executed and entered into on Friday, 11th day of August 2023, by and between the undersigned parties:

Universitas Samudra (hereinafter called UNSAM), represented by **Prof. Dr. Ir. Hamdani, MT**, in his capacity as **Rector**, hereinafter referred to as **FIRST PARTY**.

and

Universiti Sains Malaysia (hereinafter called USM), represented by **Prof. Dato' Ir. Dr. Abdul Rahman Mohamed** in his capacity as **Vice-Chancellor**, hereinafter referred to as **SECOND PARTY**.

In view of the mutual promises and obligations outlined in this agreement, the parties hereby mutually agree to the following:

ARTICLE 1
PURPOSE

The objective of this Memorandum of Understanding (MoU) is to develop educational cooperation on the basis of equality, reciprocity and mutual benefit, and to promote relations and mutual understanding between the Parties.

ARTICLE 2
SCOPE OF WORK

Pursuant to the principles of mutual benefit, the Parties hereby concur to engage in collaborative activities encompassing the following areas:

1. Human resources development;

2. Exchange of students through credit transfer programs;
3. Exchange of faculty, scholars, and administrative staff;
4. Distance learning initiatives;
5. Joint publication endeavors;
6. Research collaboration in areas of mutual interests;
7. Exchange and sharing of academic materials and information;
8. Any other academic activities deemed advantageous for both universities.

ARTICLE 3 PLAN OF ACTION

A comprehensive account of every collaborative undertaking shall be outlined in separate documents, subject to preparation and mutual concurrence by the involved parties.

ARTICLE 4 FUNDING

Both Parties hereby acknowledge that all financial arrangements required for the execution of this Memorandum of Understanding (MoU) shall be the subject of separate negotiations. The cooperative activities shall be undertaken, contingent upon the availability of funds and the mutual approval of both Parties.

ARTICLE 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The Parties hereby mutually agree that any intellectual property resulting from the implementation of this Memorandum of Understanding (MoU) shall be jointly owned.
2. In the event that either Party intends to divulge confidential data and/or information arising from the cooperative activities pursuant to this Memorandum of Understanding (MoU) to any third Party, the disclosing Party shall obtain prior written consent from the other Party before making any such disclosure.

ARTICLE 6 AMENDMENTS, DURATION AND TERMINATION

1. Any modifications to this Memorandum of Understanding (MoU) shall be valid only if made in writing and subsequent to consultation and mutual consent of the two Parties. Following the approval of both Parties, such amendments shall be incorporated into and become an integral part of this MoU.
2. The effective date of this Memorandum of Understanding (MoU) shall be the date of signature. Its validity shall persist for 5 (five) years from said date, with the possibility of extension by mutual consent of the Parties. Nevertheless, either Party retains the right to terminate this agreement by serving written notice to the other Party at least 6 (six) months prior to the intended termination date.
4. The termination of this Memorandum of Understanding (MoU) shall not impact the validity and duration of any arrangements, programs, activities, or projects currently being executed under this MoU, and such undertakings shall continue until their completion, unless otherwise determined by the Parties.

**ARTICLE 7
NOTICES**

All notices and other communications stipulated herein must be in writing and delivered via first-class, registered, or certified mail with postage paid, or conveyed through personal delivery, overnight delivery service, facsimile, or electronic transmission with confirmation of receipt. The addresses for such communications shall be as follows:

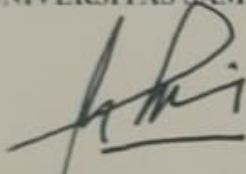
If to : Universiti Sains Malaysia
Address : 11800 USM, Pulau Pinang, Malaysia
Attn to : School of Physics Universiti Sains Malaysia
Tel./Fax. : 04-653 3200/04-657 9150
Email : Dean_phy@usm.my

If to : Universitas Samudra
Address : Jalan Prof. Syarif Thayeb, Meurandeh, Langsa - Aceh
Attn to : Kantor Urusan Internasional, Universitas Samudra
Tel. : 62-641-426534
Email : oia.mgmt@unsam.ac.id

Duly authorized representatives of Universitas Samudra and Universiti Sains Malaysia shall affix their signatures to two original copies of the MoU, with each document being equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of their respective institutions, have executed this Memorandum of Understanding.

Signed on behalf of
UNIVERSITAS SAMUDRA, INDONESIA



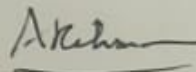
PROF. DR. IR. HAMDANI, MT.
Rector

In the presence of:



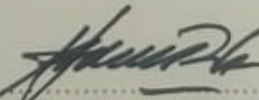
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Dr. Ir. Cut Mulyani, M.P.
Vice Rector of Academic Affairs
Universitas Samudra

Signed on behalf of
UNIVERSITI SAINS MALAYSIA, MALAYSIA



**PROF. DATO' IR. DR. ABDUL RAHMAN
MOHAMED, FASc**
Vice-Chancellor

In the presence of:



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PROF. DR. ABDUL RAZAK BIN IBRAHIM
Dean
School of Physics