



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN  
INSTITUT TEKNOLOGI BANDUNG  
AND  
TEIKYO UNIVERSITY**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this August 11, 2016, between:

- Institut Teknologi Bandung (hereinafter referred to as “ITB”), an Indonesian Education Institution, located in Jl. Tamansari No. 64, Bandung 40116, West Java, Indonesia ; and
- Teikyo University (hereinafter referred to as “Teikyo University”), located in 2-11-1 Kaga, Itabashi-ku, Tokyo 173-8605, Japan.

ITB and Teikyo University hereinafter each referred to as a “Party”, and collectively referred to as the “Parties” or “Institutions.”

### WHEREAS:

- The Parties have many areas of common interest in academic technology programs, and the Parties have agreed to enter into a collaborative agreement to encourage academic cooperation and advancement of mutual understanding;
- The Parties herein desire to enter into a MOU to establish formal collaboration between the Parties hereto, according to the terms and conditions herein set forth;
- The Parties herein desire to set forth their commitment to, and understanding of, academic cooperation through research and study;

NOW, THEREFORE, the Parties, in contemplation of the mutual promises and considerations herein, hereby agree to the following:

### **ARTICLE 1 PURPOSE**

The purpose of the MOU is to encourage academic cooperation and advancement of mutual understanding between the Institutions.

### **ARTICLE 2 SCOPE OF ACTIVITIES**

The Institutions hereby agree to cooperative research and study as stated below:

1. Visits by faculty and students from one of the Institutions to the other for the purposes of education and research;

2. Collaboration research;
3. Exchange of academic publications and scholarly information; and
4. Promotion of other academic activities that can enhance the above mentioned goals.

### **ARTICLE 3**

#### **ACTIVITIES AND FINANCIAL ARRANGEMENTS**

1. Both Institutions agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds and resources for each such activity.
2. Both Institutions agree to seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of this MOU.

### **ARTICLE 4**

#### **INTERNATIONAL AGREEMENT FOR ACADEMIC COOPERATION**

A detailed description of the scope of any activity described in this MOU and agreed to by the Parties shall be defined in a written and signed International Agreement for Academic Cooperation, which shall supplement this MOU.

An International Agreement for Academic Cooperation will include such items as:

1. Elaboration of the responsibilities of each institution for the agreed upon activity.
2. Schedule(s) for the specific activity.
3. Budgets and sources of financing for each activity.
4. Any other items deemed necessary for the efficient management of the activity, for example, procedures for and ownership of the intellectual property rights (see Article 5 below).

### **ARTICLE 5**

#### **INTELLECTUAL PROPERTY RIGHTS AND PUBLICATIONS**

1. Both Parties shall respect intellectual property rights, laws and safeguards.
2. The Parties will share all data and research findings relating to this MOU and the relevant International Agreement for Academic Cooperation; and ownership of any patent rights, copyrights, and other intellectual property rights to any discoveries, inventions, and products resulting from this MOU and International Agreement for Academic Cooperation that may be commercially useful will be determined based on the contributions of the Parties.
3. Both Parties must obtain written approval from the other Party for the utilization and publication of any data and research finding resulting from a joint activity relating to this MOU and the relevant International Agreement for Academic Cooperation.
4. Detailed management of intellectual property rights and publications shall be defined and provided in International Agreement for Academic Cooperation of each activity.

**ARTICLE 6**  
**PRINCIPLES**

1. The principle of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, the faculty who participate in the projects contemplated by this MOU.
2. The Institutions shall not discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, or veteran status. Both Parties shall abide by these principles in the execution and administration of this MOU.
3. Both Parties acknowledge that they shall be subject to the laws and regulations of their respective governments.

**ARTICLE 7**  
**EXCHANGE VISITORS**

1. The Institutions acknowledge that exchange visits by the faculty(ies) and student(s) from one Party to the other shall be subject to the entry and visa regulations of Indonesia and Japan, and shall comply with the regulations and policies of the institutions.
2. Any exchange visitor must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.
3. The Institutions agree that all expenses, including research material, international and domestic travel, per diem, honoraria and all other costs, shall be the responsibility of the sending Institution or otherwise determined on a case-by-case basis by mutual agreement.
4. Each of the Institutions shall indemnify and hold harmless the other, its faculty staff and students, for any and all liability, damages and cost attributable to the negligent acts or omissions of the indemnifying Institution while acting within the scope of this MOU.
5. Each of the Institutions shall maintain its own insurance in amounts deemed appropriate for its operation. Such insurance shall provide coverage for negligent acts, errors or omissions, and provide protection against bodily injury or property damage claims. It is expressly understood that each of the Institutions shall be responsible for its own actions, and such insurance shall not extend to protect any other Institution.

**ARTICLE 8**  
**USE OF NAME**

Any use of the name of one of the Institutions, including any of its constituent colleges or programs, or related logos in advertisements, publications or notice relating in any way to the projects described in this MOU shall be subject to the prior written approval of the other Institution.

