



MEMORANDUM OF UNDERSTANDING

BETWEEN UNIVERSITAS NEGERI YOGYAKARTA, INDONESIA AND UNIVERSITÀ DEGLI STUDI DI NAPOLI 'L'ORIENTALE', ITALY

Universitas Negeri Yogyakarta (UNY), Yogyakarta-Indonesia and The Università degli Studi di Napoli 'L'Orientale' (UNIOR), Naples-Italy, hereinafter referred to as the "Parties";

Considering their common interest in promoting the mutual cooperation in the area of education and research;

Desiring to expand the basis for academic and educational cooperation; and

Pursuant to the prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Indonesia and the Government of Italy concerning academic and educational cooperation;

HAVE AGREED as follows:

ARTICLE I OBJECTIVE

The objective of this Memorandum of Understanding (MoU) is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between the Parties. The Parties will encourage direct contact and cooperation between their faculty and administrative staff, departments and research institutions.

ARTICLE II SCOPE OF COOPERATION

The Parties undertake to promote and develop academic cooperation in the following ways:

- 1. Visit by and exchange of graduate and undergraduate students for study and research;
- 2. Visit and exchange of staff for research, teaching and discussion;
- 3. Exchange of information including, but not limited to, exchange of library materials and research publications; and
- 4. Joint research activities.

ARTICLE III PLAN OF OPERATION

- 1. Detailed description the scope of activities shall be defined in a Plan of Operation which constitutes an integral part of this MoU.
- 2. The Plan of Operation will include such items as:
 - a. Elaboration of the responsibilities of each institution for the agreed upon activities;
 - b. Schedules for the specific activity;

- c. Budgets and sources of financing for each activity;
- d. Any other items deemed necessary for the efficient management of the activity.

ARTICLE IV FINANCIAL ARRANGEMENT

The Parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

ARTICLE V

PROTECTION OF INTELLCTUAL PROPERTY RIGHTS

- 1. The Parties agree that any intellectual property right arising under the implementation of this MoU that it jointly developed will be jointly owned and:
 - a. Each Party shall be allowed to use such intellectual property for the purpose of maintaining, adapting and improving the relevant property;
 - b. In the event the intellectual property is used by the Party and/ or institution on behalf
 of the Government for commercial purposes, the other Party shall entitle to obtain
 equitable portion of royalty;
 - c. Nothing in this MoU shall be construed as a warranty or representation by the Parties as to the title of any of the intellectual property disclosed hereunder or that anything made, used, sold or otherwise disposed of in connection with the same, or with intellectual property arising under the implementation on this MoU, is or will be free from infringement of intellectual property rights of any third party.
- 2. If either Party wishes to disclose confidential data and/or information resulted from the cooperation activities under this MoU to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made;
- 3. Any further arrangement of all intellectual property rights pertaining to research, publication, and commercial purposes produced; under the-terms of this MoU shall be determined by specific arrangements to be agreed upon by the Parties.

ARTICLE VI LIMITATION OF PERSONNEL ACTIVITIES

The Parties shall ensure that their personnel engaged in the activities tinder this Memorandum of Understanding will not engage in political affairs and any ventures of activities in Indonesia and Italy outside the program of cooperation under this MoU.

ARTICLE VII SETTLEMENT OF DIFFERENCES

Any differences arising out of the interpretation and/or the-implementation of this MoU shall be resolved amicably through consultation and/or negotiation by the Parties.

ARTICLE VIII AMENDMENT

This MoU may be amended at any time, by mutual written consent of the Parties. Such amendment shall come into effect on the date as may be determined by the Parties and shall form an integral part of this MoU.

ARTICLE IX ENTRY INTO FORCE, DURATION AND TERMINATION

- 1. This MoU shall enter into force on the date of its signing.
- 2. This MoU shall be valid for a period of 5 (five) years, unless it is terminated at any time by either Party by giving written notification to the other Party 6 (six) months in advance.
- 3. The termination of this MoU shall not affect the validity and duration of any on-going projects or activities until the completion of such projects or activities.

IN WITNESS WHEREOF, the undersigned have signed this MoU.

Signed in duplicate at Yogyakarta on January in the year two thousand twenty one in the English, both texts being equally authentic.

For

Universitas Negeri Yogyakarta

Prof. Dr. Margana, M.Hum., M.A

Acting Rector

Date: 22 January 2021

For

Università degli Studi di Napoli L'Orientale'

Prof. Roberto Tottoli

Rector

Date: <u>0 4 FEB. 2021</u>