

MEMORANDUM OF UNDERSTANDING BETWEEN UDAYANA UNIVERSITY, BALI, INDONESIA AND UNIVERSITÀ DI NAPOLI L'ORIENTALE, ITALY



Reff Nr: 16/UN14/HK.07.01/2023

This Memorandum of Understanding is entered into force on May 12, 2023 between:

Prof. Dr. Ir. I Nyoman Gde Antara, M.Eng., IPU., in his capacity as Rector of Udayana University, having its registered office address at Kampus Bukit Jimbaran, Badung-BALI, INDONESIA

herein after as reffered as to

THE FIRST PARTY

Prof. Roberto Tottoli in his capacity as Rector of Università di Napoli L'Orientale, Italy, having its registered office address at Via Chiatamone, 61/62, 80121 Napoli NA Italy

herein after as reffered as to THE SECOND PARTY

THE FIRST PARTY AND THE SECOND PARTY all together shall refered as to THE PARTIES or BOTH PARTIES.

The Parties have considered as follows:

- a. Whereas The First Party is a state University that established on September 29, 1962 and has a strong position as one of the leading Universities, particularly in the Eastern Indonesian Territory, and engage in the field of education, research and community services;
- b. Whereas The Second was founded in 1732 in Naples, Italy. It is the oldest school of sinology and oriental studies in Europe and regarded as one of the world's most prestigious Asian culture and language universities. It specialises in the study of non-European languages and culture;
- c. Whereas Both Parties have considered their common interest in promoting the mutual cooperation in the area of education and research and would expand the basis for academic and educational cooperation;
- d. Whereas under the above considerations Both Parties would set a Memorandum of Understanding 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;

The parties HAVE AGREED as follows:

ARTICLE I OBJECTIVE

The objective of this Memorandum of Understanding is to develop academic and educational cooperation based on 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;
- (4) Joint research activities; and
- (5) Other areas of collaboration that are agreed upon by the Parties.

ARTICLE III PLAN OF OPERATION

Both parties recognize that the development and implementation of each program based upon this MOU will need to be negotiated and agreed upon by Both Parties under a separate agreement (Memorandum of Agreement) prior to the initiation of the particular program and that such activities are carried out in accordance with the laws and regulations of the respective countries.

The Plan of Operation will include such items as:

- 1. Elaboration of the responsibilities of each Party for the agreed-upon activities;
- 2. Schedules for the specific activity;
- 3. Budgets and sources of financing for each activity; and
- 4. Any other items deemed necessary for the efficient management of the activity.

ARTICLE IV FINANCIAL ARRANGEMENT

The Parties understand that all financial arrangements associated with the initiative shall be clearly outlined in the Plan of Operation pursuant to Article III, and shall be signed by the authorized representatives of the Parties.

ARTICLE V INTELLECTUAL PROPERTY RIGHTS AND DISCLOSURE OF INFORMATION

- 1. If either Party wishes to disclose confidential data and/or information resulting from the cooperative activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made; and
- 2. Any arrangement arising from this Memorandum of Understanding involving intellectual property rights pertaining to research, publication, and/or commercial purposes shall be determined by specific arrangements to be agreed upon by the Parties at the time and included in a formal agreement.

ARTICLE VI LIMITATION OF PERSONNEL ACTIVITIES

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

ARTICLE VII SETTLEMENT OF DIFFERENCES

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

ARTICLE VIII AMENDMENT

This Memorandum of Understanding 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 Memorandum of Understanding.

ARTICLE IX ENTRY INTO FORCE, DURATION AND TERMINATION

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

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.

Signed in duplicate on May 12, 2023 in the English language, both texts being equally authentic.

Signed for and on behalf of Udayana University,

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Signed for and on behalf of Università di Napoli L'Orientale,

Prof. Dr. Ir. I Nyoman Gde Antara, M. Eng.IPU Rector

Rector

16 GIU, 2023