



HCMUTE

MEMORANDUM OF UNDERSTANDING

BETWEEN



HO CHI MINH CITY UNIVERSITY OF TECHNOLOGY AND EDUCATION

AND

UNIVERSITAS PENDIDIKAN INDONESIA

ON

ACADEMIC COLLABORATION

Ref. Number:

Ref. Number: **10546** /UN40/HK/2019

The Memorandum of Understanding (MoU) on academic collaboration, hereinafter referred to as "Agreement" has been made and entered into effect by and between:

- I. **Ho Chi Minh City University of Technology and Education**, a university located at No.1, Vo Van Ngan Street, Thu Duc District, Ho Chi Minh City, Vietnam, herein represented by **Prof. Dr. Do Van Dung**, the President of Ho Chi Minh City University of Technology and Education, therefore he has a legitimate act for and on behalf of Ho Chi Minh City University of Technology and Education, hereinafter referred to as "**FIRST PARTY**"; and
- II. **Universitas Pendidikan Indonesia**, a state university located at Jalan Dr. Setiabudhi Number 229 Bandung, West-Java, the Republic of Indonesia, herein represented by **Prof. Dr. R. Asep Kadarohman, M.Si.**, as a Rector of Universitas Pendidikan Indonesia appointed by the Board of Trustees Decree of Universitas Pendidikan Indonesia No. 06/KEP/MWA UPI/2017 on the Appointment of the Rector of Universitas Pendidikan Indonesia, a recall of the former Rector, in a service period of 2015-2020, therefore he has a legitimate act for and on behalf of the Universitas Pendidikan Indonesia, hereinafter referred to as "**SECOND PARTY**".

FIRST PARTY and **SECOND PARTY**, in this Agreement, are also individually referred to as **PARTY** or collectively as **PARTIES**.

Both **PARTIES** hereby agree to establish mutual cooperation in academic activities, to promote teacher's training with international perspectives, and to facilitate academic and cultural exchange.

On those bases, both **PARTIES** agree to make an Agreement in the framework of education, with the following provisions.

Article 1 **OBJECTIVE**

The **PARTIES**, subject to the terms of this Agreement and the laws, rules, regulations and national policies from time to time in force in each party's country, will endeavor to strengthen, promote and develop academic and educational exchange between the **PARTIES** on the basis of equality and mutual benefit.

Article 2
AREAS OF CO-OPERATION

- (1) Each **PARTY** will endeavor to take necessary steps to encourage and promote co-operation in the following areas:
 - a. Promotion of joint research;
 - b. Exchange of undergraduate and graduate students;
 - c. Exchange of faculty members and administrative staffs;
 - d. Exchange of research outcomes, academic publications, and other academic information; and
 - e. Other academic and educational exchange programs approved as suitable by both **PARTIES**.
- (2) The programs listed above are to be carried out after mutual consultation.
- (3) If necessary, details of specific programs under this Agreement will be set forth in the separate cooperation agreement and read as a part of this Agreement.

Article 3
ENTRY INTO EFFECT AND DURATION

- (1) This Agreement shall come into force on the date of signing and shall remain in force for a period of 5 (five) years subject to review and modification as mutually agreed upon.
- (2) Thereafter, if the **PARTIES** hereto wish to extend the terms of this Agreement, they shall do so by an express covenant in writing.
- (3) Notwithstanding anything in this Article, either **PARTY** may terminate this Agreement by notifying the other **PARTY** to its intention to terminate this Agreement by a notice in writing, at least 3 (three) months prior to its termination date. Termination shall be without penalty.
- (4) Such notice of termination does not affect any individual students who have already commenced or been accepted by either **PARTY**.

Article 4
FINANCIAL ARRANGEMENTS

- (1) This Agreement will not give rise to any financial obligation by one **PARTY** to the other.
- (2) Each **PARTY** will bear its own costs and expenses in relation to this Agreement.

Article 5
DISPUTE RESOLUTION

The **PARTIES** agree that all disputes arising pursuant to this Agreement shall be resolved by way of negotiations and discussion and with a view to an amicable settlement and mutual benefit of both **PARTIES**.

Article 6
FORCE MAJEURE

Both **PARTIES** shall not be responsible for any delay or failure resulted in from events or circumstances beyond the reasonable control of either **PARTY** and in particular, any failure by either to carry out its obligations as set out in this Agreement.

Article 7
NOTICES AND CORRESPONDENCIES

- (1) Any communication under this Agreement will be written in English and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of each **PARTY**.
- (2) All correspondence relating to the implementation of this Agreement is addressed to:

a. Ho Chi Minh City University of Technology and Education:

Dr. Nguyen Vu Lan

Deputy Head

Office of Science, Technology and International Affairs

Tel : (+84 -028) 37221223 Ext. 8882

Fax : (+84 - 028) 38964922

Email : oa@hcmute.edu.vn

b. Universitas Pendidikan Indonesia:

Ahmad Bukhori Muslim, Ph.D.

Head

Office of International Education and Relations

Universitas Pendidikan Indonesia

Jl. Dr. Setiabudhi No. 229 Bandung 40154

West Java, Indonesia

Tel : +62 22 2013313

Fax : +62 22 2013313

Email : oier@upi.edu

Article 8
CLOSING

- (1) This Agreement is written in two languages, English and *Bahasa Indonesia*.
- (2) Insufficient matters regulated in this Agreement will be set forth in the separate cooperation agreement as an inseparable part of this Agreement.

Herein this Agreement is made in 4 (four) original copies, each having equal validity, 2 (two) copies for the **FIRST PARTY** and the other copies for the **SECOND PARTY**.

FIRST PARTY

**Ho Chi Minh City University of
Technology and Education,**



Prof. Dr. Do Van Dung
President

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SECOND PARTY

Universitas Pendidikan Indonesia,



Prof. Dr. R. Asep Kadarohman, M.Si.
Rector

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