



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
YOGYAKARTA STATE UNIVERSITY, INDONESIA  
AND  
GUANGDONG UNIVERSITY OF FOREIGN STUDIES,  
PEOPLE'S REPUBLIC OF CHINA**



**ON  
COOPERATION IN THE FIELD OF EDUCATION**

Yogyakarta State University, Indonesia and Guangdong University of Foreign Studies, People's Republic of China hereinafter referred to as the "Parties";

Considering their mutual interest in promoting cooperation in the field of education;

Desiring to expand and intensify mutually beneficial cooperation in the field of education; and

Pursuing to the prevailing laws and regulations in their respective countries, as well as the policy and procedures of Yogyakarta State University and Guangdong University of Foreign Studies concerning educational cooperation;

The Parties have reached the following understanding:

**ARTICLE I  
Objective**

The objective of this Memorandum of Understanding 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 II  
Scope of Cooperation**

The Parties shall encourage and facilitate cooperation in the following areas:

1. exchange of scholars and teaching staff;
2. exchange of students;
3. facilitation of in-country work experience for students in relevant fields of studies;
4. joint research and publications;
5. joint seminars, symposiums, workshops, and conferences;
6. other cooperation activities upon which the Parties.

**ARTICLE III  
Plan of Operation**

1. A detailed description of the scope of activities shall be defined in a Plan of Operation, which constitutes an integral part of this Memorandum of Understanding



2. The Plan of Operation will include such items as:
  - a. Elaboration of the responsibilities of the Parties for an agreed upon activity
  - b. Schedules for the specified activity;
  - c. Budgets and sources for financing each activity; and
  - 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 Intellectual Property Rights**

1. The Parties agree that any intellectual property arising under the implementation of this Memorandum of Understanding 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 be entitled to obtain equitable portion of royalty.
  - c. Each Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the intellectual property rights which is brought in by the aforementioned Party for the implementation of the cooperation activities under this Memorandum of Understanding.
2. The Parties shall indemnify each other that the Intellectual Property Rights brought by the Party into the territory of the other Party for the implementation of any project arrangement of activities under this Memorandum of Understanding is not resulted from any infringement of third Party's legitimate rights.
3. If either of the Party wishes to disclose confidential data and/or information resulted from the cooperation activities under this Memorandum of Understanding to any third Party, the disclosing Party must obtain prior written consent from the other Party before any disclosure can be made.
4. Whenever either Party requires the cooperation of any third Party for any commercial undertaking resulted from intellectual property covered by this Memorandum of Understanding, this Party will give first preference of the cooperation to the other Party under this Memorandum of Understanding, which will be waived, if the other Party is unable to participate in a mutually beneficial manner.



**ARTICLE VI**  
**Limitation of Personnel Activities**

The Parties shall ensure that Guangdong University of Foreign Studies personnel engaged in the activities under this Memorandum of Understanding shall not engage in political affairs and any ventures or activities in Indonesia while Yogyakarta State University personnel shall not engage in political affairs and any ventures or activities in People's Republic of China, outside the program of cooperation under this Memorandum of Understanding.

**ARTICLE VII**  
**Settlement of Dispute**

Any dispute arising out of the interpretation and/or implementation of this Memorandum of Understanding shall be settled amicably through negotiation or consultation.

**ARTICLE VIII**  
**Amendment**

This Memorandum of Understanding may be reviewed and amended at any time by mutual consent of the Parties. Such revisions or amendments shall come into effect on such 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 remain to have effect for a period of 5 (five) years and may be extended by the Parties unless it is terminated at any time by either Party by giving written notification to the other Party 6 (six) months in advance; and
3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any arrangements, programmes, activities, or projects being implemented under this Memorandum of Understanding until the completion of such arrangements, programmes, activities, or projects unless the Parties decided otherwise.

**ARTICLE X**  
**Notices**

Every notice, request or any other communication required or permitted to be given pursuant to this memorandum of Understanding shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or



facsimile (shall be acknowledged by the other Party) to the parties at the address and facsimile number as stated below:

If to UNY : Yogyakarta State University  
Karangmalang Yogyakarta 55281  
Yogyakarta, Indonesia  
Attention: International Office  
Fax No.: +62 274 520324

If to Guangdong University of Foreign Studies :  
Guangdong University of Foreign Studies  
No.2, Bai Yun Da Dao Bei, Guangzhou,  
510420, P. R. CHINA  
Attention: International Office  
Fax No.: +86-20-36209250

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

DONE in duplicate in Yogyakarta on Friday the eleventh day of November in the year two thousand and eleven, in English, all texts being equally authentic.

For  
**YOGYAKARTA STATE UNIVERSITY  
INDONESIA**



*[Signature]*  
Prof. Dr. Rochmat Wahab, M.Pd., M.A.  
Rector

For  
**GUANGDONG UNIVERSITY  
OF FOREIGN STUDIES,  
PEOPLE'S REPUBLIC OF CHINA**



*[Signature]*  
Prof. Dr. Zhong Weihe  
President