

1.a. Template naskah MoU dalam Bahasa Inggris

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITAS NEGERI YOGYAKARTA, INDONESIA**

**AND**

**………………………………………….., ………………….**

**No:** XXXXXXXXXXXXX

**On this the …….day of ………………… in …………………**

It has been agreed by and between:

**Universitas Negeri Yogyakarta** (hereinafter called UNY), represented by **Prof. Dr. Sumaryanto, M.Kes.,** in his capacity as **Rector,** hereinafter referred to as **FIRST PARTY**.

and

**……………………….** (hereinafter called ………..), represented by **………………..** in her/his capacity as **………….,** hereinafter referred to as **SECOND PARTY.**

**ARTICLE 1**

**PURPOSE**

The objective of this Memorandum of Understanding (MoU) 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 2**

**SCOPE OF WORK**

Based on the principles of mutual benefit, both Parties agree to conduct collaborative activities in the following areas:

1. Human resources development;
2. Exchange of students in the form of credit transfer;
3. Exchange of faculty, scholars and administrative staff;
4. Distance learning;
5. Joint publication;
6. Research collaboration in the fields of mutual interests;
7. Exchange and sharing of academic materials and information; and
8. Any other academic activities beneficial for both universities.

**ARTICLE 3**

**PLAN OF ACTION**

A detailed description of every cooperation will be defined in separate documents, which shall be drawn up and agreed upon by Universitas Negeri Yogyakarta and …………….. .

**ARTICLE 4**

**FUNDING**

Both Parties agree that all financial arrangements necessary for the implementation of this MoU must be negotiated separately. The cooperation will be carried out subject to the availability of funds and approval of both Parties.

**ARTICLE 5**

**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The Parties agree that any intellectual property arising under the implementation of this MoU will be jointly owned.

2. If either of the Party wishes to disclose confidential data and/or information resulting from the cooperation activities under this MoU to any third Party, the disclosing Party must obtain prior written consent from the other Party before any disclosure can be made.

**ARTICLE 6**

**AMENDMENTS, DURATION AND TERMINATION**

1. Any amendments to this MoU can only be made in writing and after consultation and mutual consent of the two Parties. Such amendments, once approved by both Parties, will become part of this MoU.

2. The MoU will become into force on the date of signature.

3. This MoU shall remain in force for a period of 5 (five) years from the date of signature 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.

4. The termination of this MoU shall not affect the validity and duration of any arrangements, programmes, activities, or projects being implemented under this MoU until the completion of such arrangements, programmes, activities, or projects unless the Parties decided otherwise.

**ARTICLE 7**

**NOTICES**

All notice and other communications provided for hereunder must be written and must be mailed by first-class, registered or certified mail, postage paid, or delivered personally, by overnight delivery service, by facsimile, or by electronic transmission with confirmation or receipt addressed as follows.

|  |  |  |
| --- | --- | --- |
| If to | : | ………………………….. |
| Address | : | ………………………….. |
| Attn to | : | ………………………….. |
| Telp/Fax | : | ………………………….. |
| Email | : | ………………………….. |
|  |  |  |
| If to | : | Universitas Negeri Yogyakarta |
| Address | : | Jalan Colombo No 1, Karangmalang, Yogyakarta, 55281, Indonesia |
| Attn to | : | Office of Vice Rector for Planning and Cooperation |
| Telp/Fax | : | +62-274-520324/+62-274-520324 |
| Email | : | [international@uny.ac.id](mailto:international@uny.ac.id) |

Authorized representatives of Universitas Negeri Yogyakarta and ……………………….. shall sign two original MoU documents, both documents being equally authentic.

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

|  |  |
| --- | --- |
| Signed on behalf of | Signed on behalf of |
| **UNIVERSITAS NEGERI YOGYAKARTA, INDONESIA** | **UNIVERSITAS NEGERI YOGYAKARTA, INDONESIA** |
|  |  |
| .......................................... | ................................................................ |
| **Prof. Dr. Sumaryanto, M.Kes.**  Rector | …………………………………………  ………………………………………… |



1.b. Template naskah MoU dalam Bahasa Indonesia

**NOTA KESEPAHAMAN**

**ANTARA**

**UNIVERSITAS NEGERI YOGYAKARTA, INDONESIA**

**DENGAN**

**………………………………………….., ………………….**

**No:** XXXXXXXXXXXXX

Pada hari ini, ……, tanggal ……, bulan ……, tahun …., bertempat di …………….

Nota Kesepahaman ini disepakati oleh

**Universitas Negeri Yogyakarta** (selanjutnya disebut UNY), diwakili oleh **Prof. Dr. Sumaryanto, M.Kes.,** yang menjabat sebagai **Rector,** selanjutnya bertindak sebagai PIHAK KESATU.

dan

**……………………….** (selanjutnya disebut ………..), diwakili oleh**………………..** yang menjabat sebagai **………….,** selanjutnya bertindak sebagai PIHAK KEDUA**.**

**PASAL 1**

**TUJUAN**

Tujuan dari Nota Kesepahaman ini adalah untuk mengembangkan kerjasama pendidikan atas dasar kesetaraan, timbal balik dan saling menguntungkan, serta untuk mempromosikan hubungan dan saling pengertian antara Para Pihak.

**PASAL 2**

**RUANG LINGKUP**

Berdasarkan prinsip saling menguntungkan, kedua Pihak sepakat untuk melakukan kegiatan kerja sama di bidang-bidang berikut:

1. Pengembangan sumber daya manusia;
2. Pertukaran mahasiswa dalam bentuk transfer kredit;
3. Pertukaran dosen, cendekiawan dan staf administrasi;
4. Pembelajaran jarak jauh;
5. Publikasi bersama;
6. Kerjasama penelitian di bidang kepentingan bersama;
7. Pertukaran dan pertukaran materi dan informasi akademik; dan
8. Kegiatan akademik lainnya yang bermanfaat bagi kedua universitas.

**PASAL 3**

**PELAKSANAAN KEGIATAN**

Uraian rinci dari setiap kegiatan kerja sama akan dituangkan dalam dokumen tersendiri, yang akan dibuat dan disepakati oleh UNY dan ………………...

**PASAL 4**

**PEMBIAYAAN**

Kedua Pihak sepakat bahwa semua pengaturan keuangan yang diperlukan untuk pelaksanaan Nota Kesepahaman ini harus dirundingkan secara terpisah. Kerja sama akan dilakukan dengan memperhatikan ketersediaan dana dan persetujuan dari kedua belah pihak.

**ARTICLE 5**

**PERLINDUNGAN HAK KEKAYAAN INTELEKTUAL**

1. Para Pihak setuju bahwa setiap kekayaan intelektual yang timbul berdasarkan pelaksanaan MoU ini akan dimiliki bersama.
2. Jika salah satu Pihak ingin memberikan data dan/atau informasi rahasia yang dihasilkan dari kegiatan kerja sama berdasarkan Nota Kesepahaman ini kepada Pihak Ketiga, Pihak yang mengungkapkan harus memperoleh persetujuan tertulis terlebih dahulu dari Pihak lainnya sebelum pemberian data dan/atau informasi rahasia dapat dilakukan.

**PASAL 6**

**PERUBAHAN, DURASI, DAN PEMBATALAN**

1. Setiap perubahan atas Nota Kesepahaman ini hanya dapat dilakukan secara tertulis dan setelah berkonsultasi serta persetujuan bersama dari kedua Pihak. Perubahan tersebut, setelah disetujui oleh kedua Pihak, akan menjadi bagian dari MoU ini.
2. Nota Kesepahaman ini mulai berlaku pada tanggal penandatanganan.
3. Nota Kesepahaman ini berlaku untuk jangka waktu 5 (lima) tahun sejak tanggal penandatanganan dan dapat diperpanjang oleh Para Pihak kecuali diakhiri sewaktu-waktu oleh salah satu Pihak dengan memberikan pemberitahuan tertulis kepada Pihak lainnya 6 (enam) bulan sebelum masa berakhirnya Nota Kesepahaman
4. Pembatalan Nota Kesepahaman ini tidak akan mempengaruhi keabsahan dan durasi setiap pengaturan, program, kegiatan, atau proyek yang dilaksanakan berdasarkan Nota Kesepahaman ini sampai selesainya pengaturan, program, kegiatan, atau proyek tersebut kecuali Para Pihak memutuskan lain.

**PASAL 7**

**KORESPONDENSI**

Semua pemberitahuan dan komunikasi lainnya harus dalam bentuk tertulis dan harus dikirimkan melalui pos kelas satu, terdaftar atau bersertifikat, perangko berbayar, atau dikirimkan secara pribadi, dengan layanan pengiriman semalam, melalui faksimili, atau melalui transmisi elektronik dengan konfirmasi atau tanda terima yang ditujukan pada alamat berikut ini:

|  |  |  |
| --- | --- | --- |
| Instansi | : | ………………………….. |
| Alamat | : | ………………………….. |
| U.P. | : | ………………………….. |
| Telp/Fax | : | ………………………….. |
| Email | : | ………………………….. |
|  |  |  |
| Instansi | : | Universitas Negeri Yogyakarta |
| Alamat | : | Jalan Colombo No 1, Karangmalang, Yogyakarta, 55281, Indonesia |
| U.P. | : | Office of Vice Rector for Planning and Cooperation |
| Telp/Fax | : | +62-274-520324/+62-274-520324 |
| Email | : | [international@uny.ac.id](mailto:international@uny.ac.id) |

Wakil yang berwenang dari UNY dan ……………………….. menandatangani dua dokumen Nota Kesepahaman asli, keduanya sama-sama otentik.

SEBAGAI BUKTI, yang bertanda tangan di bawah ini telah menandatangani Nota Kesepahaman.

|  |  |
| --- | --- |
| Atas nama | Atas nama |
| **UNIVERSITAS NEGERI YOGYAKARTA, INDONESIA** | ……………………………………......  ……………………………………….. |
|  |  |
|  |  |
| **Prof. Dr. Sumaryanto, M.Kes.**  Rector | …………………………………………  ………………………………………… |

1.c. Template naskah MoA



**MEMORANDUM OF AGREEMENT**

**ON….**

**BETWEEN**

**………………………………………………**

**UNIVERSITAS NEGERI YOGYAKARTA, INDONESIA**

**AND**

**………………………………**

**……………………………..,**

**………………………………**

**No:**

**On this the…, …….day of …….. , in ……………….**

It has been agreed by and between:

**………………………………. Universitas Negeri Yogyakarta** (hereinafter called UNY), represented by **…….……..** in his/her capacity as **…….……..,** hereinafter referred to as **FIRST PARTY.**

and

**……………………………….** (hereinafter called ……), represented by ……………. in his capacity as **……………..,** hereinafter referred to as **SECOND PARTY**.

**ARTICLE 1**

**SCOPE OF WORK**

The purpose of this Memorandum of Agreement (MoA) is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with the collaboration on ……. on the basis of equality.

**ARTICLE 2**

**RESPONSIBILITIES**

**The First Party Responsibilities** – shall cover the following provisions:

1. ……….
2. ……….
3. ..etc.

**The Second Party Responsibilities** – shall cover the following provisions:

1. ………
2. ………
3. ..etc

**ARTICLE 3**

**FINANCIAL ARRANGEMENTS**

* + - 1. …….
      2. ……
      3. …etc

**ARTICLE 4**

**DURATION OF AGREEMENT**

This Agreement remain into force for a period of 1 (one) year being in effect from the date of signing of this MoA. It may be extended for any further period/s upon mutual consent in writing by both Parties.

**ARTICLE 5**

**AGREEMENT OF PAYMENT**

It is agreed to by both parties that the cost of this contract will be shared between ………………………. UNY and ………………………… as outlined in Article 2. Responsibilities.

**ARTICLE 6**

**DISPUTE RESOLUTION**

The First Party and The Second Party shall base their contractual relationship on the fundamental principles of goodwill and good faith. Any differing viewpoints and interpretations of this Agreement shall be settled by mutual consultation or negotiation.

**ARTICLE 7**

**MISCELLANEOUS**

1. The agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
2. In the event of any conflict between this Agreement and any Exhibits hereto, the terms of this Agreement shall govern. This Agreement may only be ended in writing signed by both parties that explicitly states that it is intended to amend this Agreement.
3. The Contract shall be effective and come into force when it is signed by both Parties. In witness where of authorized representative of the Parties here to have set their hands this day and year first above written.

**ARTICLE 8**

**NOTICES**

Any notice or request given or made by one Party to the other under this MoA shall be writing in English. For purposes of implementing this agreement, the contact persons will be:

|  |  |  |
| --- | --- | --- |
| If to | : | ………………………………….. |
| Address | : | ………………………………….. |
| Attn to | : | ………………………………….. |
| Phone/Fax | : | ………………………………….. |
| E-mail | : | ………………………………….. |
|  |  |  |
| If to | : | ………………………. |
| Address | : | ………………………. |
| Attn to | : | ……………………… |
| Phone/Fax | : | ……………………… |
| E-mail | : | ……………………… |

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Agreement

|  |  |
| --- | --- |
| **………………………………….**  **UNIVERSITAS NEGERI YOGYAKARTA**  **Indonesia** | **………………………………….**  **………………………………….**  **………………………………….** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name | Name |
| Designation | Designation |