

MEMORANDUM OF UNDERSTANDING
BETWEEN



**HUBEI UNIVERSITY OF SCIENCE AND
TECHNOLOGY**

AND



UNIVERSITAS ISLAM NEGERI (UIN)
ALAUDDIN MAKASSAR

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on academic HBUST and educational exchange
BETWEEN:

HUBEI UNIVERSITY OF SCIENCE AND TECHNOLOGY, was established in 1937 and was renamed as Xianning Normal College in 1993. Xianning Medical College was set up in 1994 and merged with Xianning Normal College to form Xianning College in 2002. The Ministry of Education of the People's Republic of China agreed to change the name of Xianning College to Hubei University of Science and Technology in December 2011, which is located No. 88 Xianning Avenue, District Xian'an, Xianning City, Hubei Province, China.

(“HBUST”)

AND

UNIVERSITAS ISLAM NEGERI (UIN) ALAUDDIN MAKASSAR of Indonesia, established in 1965, an educational institution duly organized and existing under the laws of Indonesia, located at Jalan H. M. Yasin Limpo No.36 Romang Polong, Gowa, South Sulawesi, Indonesia.

(“UIN ALAUDDIN”)

RECITALS:

- A. HBUST is located in Xianning, China.
- B. UIN ALAUDDIN is located in Makassar, Indonesia.
- C. This Memorandum of Understanding provides for the establishment of a general framework to co-operate in the areas of staff and student exchange, research collaborations, and other general collaboration between HBUST and UIN ALAUDDIN.
- D. The parties agree that this cooperation will be advantageous for both parties on the principals of equality and mutual benefit.

NOW it is understood by the parties as follows:

It is anticipated by the parties that any formal agreement will include reference to (but not be limited to) the following issues:

- 1. Responsibilities of Hubei University of Science and Technology
 - a. Provide UIN Alauddin with the necessary information and other documentation pertaining to HBUST's programs.
 - b. Examine options including UIN Alauddin/HBUST student/staff exchanges for teaching and learning purposes.
 - c. Facilitate learning linkages and research projects between HBUST and UIN Alauddin.
 - d. Examine options relating to short field courses and professional development for lecturers of UIN Alauddin in HBUST.
 - e. Visit UIN Alauddin and host UIN Alauddin visiting delegations to discuss the terms and conditions that would form longer term, specific agreements between the two parties

2. Responsibilities of Universitas Islam Negeri (UIN) Alauddin

- a. Provide HBUST with the necessary information and other documentation pertaining to UIN Alauddin's programs.
- b. Examine options including UIN Alauddin student/staff exchanges for teaching and learning purposes, clinical placement experiences and articulation arrangements for HBUST enrolments into the Graduate School and Undergraduate School.
- c. Facilitate learning linkages and research projects between UIN Alauddin and HBUST.
- d. Examine options relating to short field courses and professional development for lecturers of HBUST in UIN Alauddin.
- e. Visit HBUST and host HBUST visiting delegations to discuss the terms and conditions that would form longer term, specific agreements between the two parties.

3. Financial arrangements

The two parties agree that they have separate financing responsibilities for this preliminary stage of cooperation and discussion. Neither party may call upon the other party for advance funding to meet advance expenditure obligations.

4. Intellectual property

- a. In this clause intellectual property includes all copyright, all right in relation to inventions (including patents), plant varieties, trade mark (including service marks), designs, circuit layouts, all other right resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential
- b. Ownership of intellectual property which exists prior to this memorandum of understanding will not be transferred by virtue of this memorandum of understanding.
- c. The title to and ownership of intellectual property generated pursuant to this memorandum of understanding will vest in the party that creates it, subject to each party's respective intellectual property policy.
- d. In the case of intellectual property created jointly by the parties, the parties will negotiate in good faith to agree on use of the intellectual property on the principle that such intellectual property would be jointly owned by the parties in proportion to their respective contribution (financial and in-kind) to the creation of that intellectual property.

5. Confidentiality and disclosure

- a. The recipient, its employees, staff, researchers and students, shall treat all information and material supplied by HBUST and UIN Alauddin in accordance with or pursuant to the memorandum of understanding as confidential.
- b. The two parties, their employees, contractors or agents shall not disclose or make public any information or material acquired or produced in connection with or by the performance of this memorandum of understanding without the prior written consent of the other party.

6. Names, trademarks, and logos

Neither party will use the name or any identifying mark or logo of the other party in any material, advertisement, publication or other media without first obtaining written permission from the other party, such permission not to be unreasonably withheld.

7. Term

This Memorandum of Understanding shall operate for a period of five (5) years commencing on the date of signature by both parties. This Memorandum of Understanding may be renewed with the agreement of the parties. The terms and conditions for any such renewal shall be agreed in writing and signed by the two parties.

8. Revision

Both parties shall send written notice and consult each other at least 6 month prior to revision of the Memorandum of Understanding.

9. Termination

This Memorandum of Understanding shall cease provided one of the parties gives written notice to the other of its intention to terminate at least 6 month prior to termination. In the event of termination under this Clause, neither party can claim from the other in respect of expenditure or obligations incurred up to the date of termination.

10. Non-binding

Other than in regards to clauses 4 and 5, this Memorandum of Understanding is a statement of intent and is not intended to create legal obligations between the parties.

11. Relationships of the parties

- a. No party of this Memorandum of Understanding has authority to bind any other party by contract or otherwise.
- b. Nothing in this Memorandum of Understanding will be interpreted as creating the relationship of principal and agent or a trust, partnership, joint venture, or any other form of fiduciary relationship between the parties.

12. Contact Persons

Hubei University of Science and Technology's contact for all notices is:

Zeng Zhenzhen

Director of International Student Affairs Office

Hubei University of Science and Technology, No. 88 Xianning Avenue, District Xian'an, Xianning City, Hubei Province, China

Phone: +86 0715 8108385

Email: internationalschool@hbust.edu.cn

UIN Alauddin's contact for all notices is:
Dr. Muhaemin Latif
Director of International Office
UIN Alauddin Makassar, Jalan Sultan Alauddin No. 36 Kel. Romang Polong,
Kecamatan Somba Opu, Kab. Gowa, South Sulawesi, Indonesia
Phone: +628114114845
Email: muhaemin.latif@uin-alauddin.ac.id

Should any questions on any part of this memorandum arise, both parties must consult with one another to find a solution.

IN ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

Signed for and on behalf of

HUBEI UNIVERSITY OF SCIENCE AND TECHNOLOGY

By


Prof. Liuxiaohua
Dean of International School
Hubei University of Science and Technology

Date: 2021年10月10日

Signed for and on behalf of

UIN ALAUDDIN MAKASSAR
By


Prof. Dr. H. M. Latif, M.P., Ph.D
Rector UIN Alauddin Makassar

Date: October 15, 2021