

MEMORANDUM OF UNDERSTANDING

BETWEEN



MARY IMMACULATE COLLEGE

AND



**UNIVERSITAS ISLAM NEGERI (UIN)
ALAUDDIN MAKASSAR**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on academic and educational exchange

BETWEEN:

MARY IMMACULATE COLLEGE, established in 1898, is a university-level College of Education and the Liberal Arts, located at South Circular Road, Limerick, Ireland

(“MIC”)

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. MIC is located in Limerick, Ireland.
- 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 MIC 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 Mary Immaculate College
 - a. Provide UIN Alauddin with the necessary information and other documentation pertaining to MIC's programs.
 - b. Examine options including UIN Alauddin/MIC student/staff exchanges for teaching and learning purposes.
 - c. Facilitate learning linkages and research projects between MIC and UIN Alauddin.
 - d. Examine options relating to short field courses and professional development for lecturers of UIN Alauddin in MIC.
 - 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 MIC 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 MIC enrolments into the Graduate School and Undergraduate School.

- c. Facilitate learning linkages and research projects between UIN Alauddin and MIC.
- d. Examine options relating to short field courses and professional development for lecturers of MIC in UIN Alauddin.
- e. Visit MIC and host MIC 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 MIC 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

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

Mary Immaculate College's contact for all notices is:

Holly Cowman

Director of International Engagement

Mary Immaculate College, South Circular Road, Limerick

Phone: +353860428088

Email: holly.cowman@mic.ul.ie

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
MARY IMMACULATE COLLEGE
By

Eugene Wall

Professor Eugene Wall
President
Mary Immaculate College

Date: 20th July

Signed for and on behalf of
UIN ALAUDDIN MAKASSAR



[Signature]

Prof. H. Hamdan, M.A., Ph.D
Rector
UIN Alauddin Makassar

Date: 09/08/2021