

MEMORANDUM OF UNDERSTANDING



M&T NETWORK CONSULTANCY SERVICES SDN BHD

AND



UNIVERSITAS ISLAM NEGERI (UIN) ALAUDDIN MAKASSAR

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on academic and educational exchange

BETWEEN

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 Jl. H. M. Yasin Limpo No. 36 Romangpolong Gowa, South Sulawesi, Indonesia.

(“UIN ALAUDDIN MAKASSAR”)

AND

M&T NETWORK CONSULTANCY SERVICES SDN BHD established in 2018, an inspiration of a retired Nurse Mariam Mohd Nasir to pursue in training Nurses to be an autonomous Enterostomal Therapist (famously known as E.T.), located at No 25-3, Jalan USJ 9/5Q, Subang Business Centre, 47620 Subang Jaya, Selangor

(“MTNCS”)

RECITALS:

- A. **M&T NETWORK CONSULTANCY SERVICES SDN BHD** is located in Subang Jaya, Selangor, Malaysia.
- B. **UIN ALAUDDIN MAKASSAR** is located in Romangpolong Gowa, South Sulawesi, 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 **M&T NETWORK CONSULTANCY SERVICES SDN BHD** and **UIN ALAUDDIN MAKASSAR**.
- D. This MOU is based on Regulation of The Minister of Religion of The Republic of Indonesia Number 40 of 2020 Concerning Implementation of Cooperation With The Ministry of Religion.
- E. The parties agree that this cooperation will be advantageous for both parties on the principles 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 **M&T NETWORK CONSULTANCY SERVICES SDN BHD**
 - a. Provide **UIN Alauddin Makassar** with the necessary information and other documentation about **M&T Network Consultancy Services Sdn Bhd** programs.
 - b. Examine options including **UIN Alauddin Makassar/ M&T Network Consultancy Services Sdn Bhd** student/staff exchanges for teaching and learning purposes and clinical placement experiences.
 - c. Facilitate learning linkages and research projects between **M&T Network Consultancy Services Sdn Bhd** and **UIN Alauddin Makassar**.

- d. Examine options relating to short field courses and professional development for lecturers of UIN Alauddin Makassar in M&T Network Consultancy Services Sdn Bhd Visit UIN Alauddin Makassar and host UIN Alauddin Makassar visiting delegations to discuss the terms and conditions that would form long-term, specific agreements between the two parties.
2. Responsibilities of UNIVERSITAS ISLAM NEGERI ALAUDDIN MAKASSAR
 - a. Provide M&T Network Consultancy Services Sdn Bhd with the necessary information and other documentation of UIN Alauddin Makassar's programs.
 - b. Examine options including UIN Alauddin Makassar student/staff exchanges for teaching and learning purposes, clinical placement experiences, and articulation arrangements for M&T Network Consultancy Services Sdn Bhd enrolments into the Graduate School and Undergraduate School.
 - c. Facilitate learning linkages and research projects between UIN Alauddin Makassar and M&T Network Consultancy Services Sdn Bhd.
 - d. Examine options relating to short field courses and professionals development for lecturers of M&T Network Consultancy Services Sdn Bhd in UIN Alauddin Makassar.
 - e. Visit M&T Network Consultancy Services Sdn Bhd and host M&T Network Consultancy Services Sdn Bhd visiting delegations to discuss the terms and conditions that would form long 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. For the next collaboration activities, both parties will discuss it further and agree on the funding scheme.

4. Intellectual property

- a. In this clause, intellectual property includes all copyright, all right concerning inventions (including patens), plant varieties, trademark (including service marks), designs, circuit layouts, all other rights 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 that exists before this memorandum of understanding will not be transferred under this memorandum of understanding.
- c. The title to and ownership of intellectual property generated according to this memorandum of understanding will vest in the party that creates it.
- d. In the case of intellectual property created jointly by the parties, the parties will negotiate in good faith agree on the 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 M&T Network Consultancy Services Sdn Bhd and UIN Alauddin Makassar following or under the memorandum of understanding as confidential.
- b. The two parties, their employee, 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 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 months before the 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 months before 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. No-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 part of this Memorandum of Understanding has the 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 a fiduciary relationship between the parties.

12. Contact Persons

Puan Norhanita Binti Ahmad
Nursing & Medical Services
Corporate Affairs
M&T Network Consultancy Services Sdn Bhd
No 25-3, Jalan USJ 9/5Q, Subang Business Centre
47620 Subang Jaya, Selangor
Phone: +60380811823/+60380811823
Email: norhanita@mtnetwork.com.my

UIN Alauddin Makassar's for all notices is:
Dr. Muhaemin Latif
International Office
UIN Alauddin Makassar, Jalan Sultan Alauddin No. 36 Samata, Gowa
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

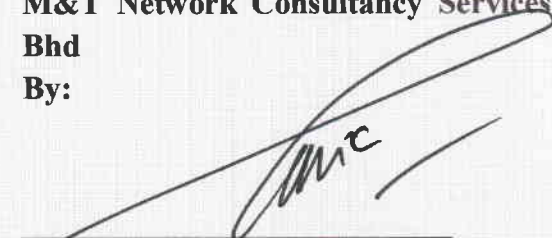
Signed for and on behalf of
UIN ALAUDDIN MAKASSAR
By



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

Date: August 26, 2022

Signed for and on behalf of
M&T Network Consultancy Services Sdn
Bhd
By:



Madam Mariam Mohd Nasir, A.M.N.
Chief Executive Officer
M&T Network Consultancy Services Sdn
Bhd

Date: August 26, 2022