



MEMORANDUM OF UNDERSTANDING

between

**THE COUNCIL FOR HIGHER EDUCATION, RESEARCH AND DEVELOPMENT
OF MUHAMMADIYAH, INDONESIA**

and

TEHRAN UNIVERSITY OF MEDICAL SCIENCES, IRAN

This **Memorandum of Understanding** (hereinafter referred to as “**MoU**”) is executed between **The Council for Higher Education, Research and Development of Muhammadiyah** (hereinafter referred to as “**Diktilitbang**”), a council whose address is at Jl. Brawijaya No. 89, Menayu Kidul, Tirtonirmolo, Kasihan, Bantul, Daerah Istimewa Yogyakarta 55181, Indonesia, and Higher Education Institutions under its coordination as well as the Diktilitbang’s lawful representatives and permitted assigns; and **Tehran University of Medical Sciences** (hereinafter referred to as “**TUMS**”), a university whose address is at Number 21, Dameshgh St., Vali-e Asr Ave., Tehran 1416753955 Iran, Iran and shall include its representatives, permitted assigns and overseas campuses; (hereinafter referred to as singularly as “**The Party**” and collectively as “**The Parties**”).

WHEREAS

- A. Diktilitbang is the council of the Central Board of Muhammadiyah with a track record of enhancing the educational capabilities and research and with a dynamic program of collaborative arrangements with many international counterparts.
- B. TUMS is an established university that strives to strengthen its research and educational abilities and has entered various collaborative arrangements with others to enhance its academic links and cooperation.
- C. The Parties are desirous of entering this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between The Parties upon the terms as contained herein.



NOW THIS MOU WITNESSES AS FOLLOWS:

ARTICLE 1: OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations, and national policies from time to time in force in each party's country, shall endeavor to strengthen, promote, and develop collaborations be initiated in educational opportunity between The Parties on the basis of equality and mutual benefit.

ARTICLE 2: AREAS OF COOPERATION

2.1. The Parties agree to encourage the following activities to promote international academic cooperation in the following areas:

- a) Student and/or academic staff exchange;
- b) Academic exchange of professors on their sabbatical leave and visiting professors;
- c) Joint research, public services and publication;
- d) Exchange of publications, reports and other academic materials and information;
- e) Establish a joint for PhD, Specialist and/or educational training in various areas;
- f) Conferences, short courses and meetings on leadership and management issues;
- g) Any other areas of co-operation which may be mutually agreed upon by The Parties.

2.2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 The Parties shall enter into legally binding agreements subject to terms and conditions as mutually agreed upon by the parties including clauses on "confidentiality", "suspension", "protection of intellectual property right" and "settlement of disputes".

ARTICLE 3: EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of The Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.



ARTICLE 4: NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between The Parties or so to constitute either party as the agent of the other.

ARTICLE 5: ENTRY INTO EFFECT AND DURATION

- 5.1. This MoU shall become effective as of the date of signatures of both parties or if the dates vary, then the date of the later signature (**Effective Date**).
- 5.2. This MoU shall remain in effect for a period of five (5) years from the Effective Date.
- 5.3. This MoU may be extended for such further period as may be agreed in writing by both parties.
- 5.4. If the MoU is not renewed by mutual consent, the MoU shall conclude at the end of the specified period, or after activities in progress have concluded.

ARTICLE 6: REVISION, VARIATION AND AMENDMENT

- 6.1. Either party may request in writing a revision, variation, or amendment of this MoU with the approval of the other party.
- 6.2. Any such revision, variation, or amendment agreed to by The Parties shall be in writing and shall form part of this MoU.
- 6.3. Such revision, variation or amendment shall come into force on such date as may be determined by The Parties.
- 6.4. Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

ARTICLE 7: TERMINATION

This MoU may be terminated by either party with a minimum of ninety (90) days written notice to the other party. Activities in progress at the time of termination of this MoU shall be permitted to conclude as planned unless otherwise agreed.



ARTICLE 8: NOTICES

Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **The Council for Higher Education, Research and Development of Muhammadiyah** or the mail address or facsimile number of **Tehran University of Medical Sciences** as the case may be, shown below or to such other address or electronic, mail address or facsimile number as either Party may have notified the other Party and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To Tehran University of Medical Sciences:

Address : Tehran University of Medical Sciences
Number 21, Dameshgh St., Vali-e Asr Ave., Tehran 1416753955 Iran

Attention : Dr Mohammad Hossein Ayati

Phone/Fax : (+98 21) 88 800 332

e-mail : dira_gsia@tums.ac.ir

To The Council for Higher Education, Research and Development of Muhammadiyah:

Address : Majelis Diktilitbang PP Muhammadiyah, Jl. Brawijaya No.89, Menayu
Kidul, Tirtonirmolo, Kasihan, Bantul, Daerah Istimewa Yogyakarta 55181

Attention : Prof. Ahmad Muttaqin, M.A., Ph.D.

Phone/Fax : +62 274 376336, 4221040/ +62 274 389485

HP : +62 896-9693-6462

e-mail : diktilitbang@muhammadiyah.id

ARTICLE 9: PROTECTION OF INTELLECTUAL PROPERTY

9.1. The protection of intellectual property shall be enforced in conformity with the respective national laws, rules and regulations of The Parties and with other international agreements signed by both Parties.



9.2. Notwithstanding anything in paragraph 9.1 above, if the intellectual property in respect of any technological development, and any product and service development, were obtained by:

- a) Jointly by The Parties or if the research results were obtained through the joint activity or effort of The Parties, then these shall be jointly owned by The Parties in accordance with terms to be mutually agreed upon; or
- b) Solely and separately by The Party or if the research results were obtained through the sole and separate effort of The Party, then these shall be solely owned by The Party concerned.

9.3. Neither party may use the trademark or logo of the other in any promotional or marketing activity without the prior written consent of the other party.

ARTICLE 10: CONFIDENTIALITY

10.1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.

10.2. For purposes of **Paragraph 10.1** above, such documents, information and data include any document, information and data which is disclosed by any Party (the disclosing party) to the other Party (the receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and /or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the receiving party or if orally given, is given in the circumstances of confidence.

10.3. The Parties agree that the provisions of this Article should continue to be binding between The Parties, notwithstanding the termination of this MoU.

ARTICLE 11: SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU



which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE 12: SETTLEMENT OF DISPUTES

Any difference or dispute between The Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between The Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 13: PUBLICITY

- 13.1. The parties will develop a joint approach to publicity in relation to the MoU.
- 13.2. No public announcement concerning the subject matter of this MoU may be made by either party without the prior written consent of the other party.

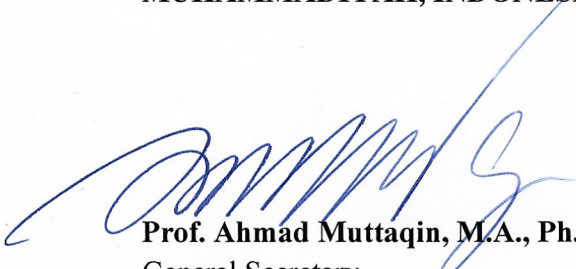
IN WITNESS WHEREOF, signed in duplicate in two (2) original texts, both texts being equally authentic.

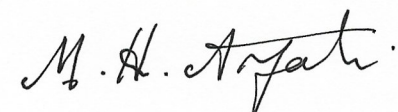
SIGNED BY
For and on behalf of

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**THE COUNCIL FOR HIGHER EDUCATION,
RESEARCH AND DEVELOPMENT OF
MUHAMMADIYAH, INDONESIA**

**TEHRAN UNIVERSITY OF MEDICAL
SCIENCES, IRAN**


Prof. Ahmad Muttaqin, M.A., Ph.D.
 General Secretary


Mohammad H. Ayati, M.D., Ph.D.
 Vice Chancellor for Global Strategies and
 International Affairs

Date:

Date: 2024-01-30