

# MEMORANDUM OF AGREEMENT

Between



**PATTIMURA POST-GRADUATE PROGRAM**

And



**UNDIL POST-GRADUATE PROGRAM**

**2024**

**On this day, 15<sup>th</sup> October 2024 at Universidade Dili (UNDIL)**

It has been agreed by and between:

**Pattimura Pos-Graduate**, represented by Dr. Richard.B.Luhulima,ST,MT. in his capacity as the Director of Pos-Graduate Program, hereinafter referred to as **FIRST PARTY**.

and

**UNDIL Pos-Graduate**, represented by Dr. Seguito Monteiro,ST.SH.MH. in his/her capacity as **Director Pos-Graduate** hereinafter referred to as **SECOND PARTY**.

#### **ARTICLE 1 THE PURPOSE**

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 between the PARTIES on the basis of equality.

#### **ARTICLE 2 SCOPE OF WORK**

Both PARTIES wish to undertake programs in the areas of:

1. Exchange of teaching staff and researchers;
2. Joint development of research projects;
3. Joint organisation of scientific and cultural events;
4. Exchange of students;
5. Exchange of members of their technical and administrative staff;
6. Shared courses and subjects;
7. Dual degrees; and
8. Other fields of corporation as agreed by both PARTIES.

#### **ARTICLE 3 DURATION OF AGREEMENT**

This MoA shall remain into force for a period of 5 (five) years being in effect from the date of signing of this MoA. It may be extended for any further period/s or be terminated upon mutual consent in writing by both PARTIES.

#### **ARTICLE 4 PAYMENT TERMS**

All costs incurred for the implementation of this MoA shall be charged to the budget of the PARTIES proportionally, in accordance with their duties and responsibilities, with reference to the applicable laws and regulations.

--	--

**ARTICLE 5  
INTELLECTUAL PROPERTY RIGHTS**

1. Intellectual property (IP) originating from each PARTY that has been owned prior to this MoA remains the property of each PARTY, therefore it cannot be considered in any way as joint property, and the owner of the IP shall be responsible for all claims filed by any party against the ownership and validity of such IP.
2. If the implementation of this MoA results in new IP, the PARTIES agree to jointly register the acquisition of such IP, and the calculation of the proportion of IP ownership will be regulated in a separate agreement in accordance with the agreement of the PARTIES based on the provisions of laws and regulations.
3. The PARTIES shall be responsible for any lawsuits brought by any third party on the ownership and legality of the use of IP resulting from joint activities as referred to in paragraph (2).

**ARTICLE 6  
CONFIDENTIALITY**

The PARTIES hereby warrant that they will keep any data, information, and/or information of the PARTIES arising under this MoA as confidential and will not disclose it to any third party for any reason during and after the expiration of this MoA, except matters that are already in the public domain or are required to be disclosed based on applicable provisions.

**ARTICLE 7  
PROMOTIONAL MATERIAL**

1. All promotional material used by either PARTY relating to this MoA must be submitted to the authorised representative of the other PARTY for approval in writing prior to publication or use.
2. The authorised representatives for approval are set out below:
  - (a) Pos-Graduate of Pattimura University:  
Dr. Richard.B.Luhulima,ST,MT
  - (b) UNDIL Pos-Graduate of Universidade Dili:  
Dr. Seguito Monteiro,ST.SH.MH
3. Each PARTY recognises that the proposed use of each other's logo, trademark or other intellectual property will be subject to and conditional upon a separate formal contract containing the terms and conditions governing such use being executed by the PARTIES.

**ARTICLE 8  
DISPUTE RESOLUTION**

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



**ARTICLE 9  
NOTICES**

1. Any notices, or any form of communication between the PARTIES shall be in writing and shall be considered to have been served:
- (a) in the case of delivery by hand, on the day of delivery;
  - (b) in the case of delivery by post, on the 7<sup>th</sup> business day after posting;
  - (c) in the case of communication by facsimile, upon the sender receiving a transmission report confirming the successful transmission of that facsimile; and
  - (d) in the case of communication by email, at midday on the day following the successful despatch of the message.
  - (e) For purposes of implementing this agreement, the contact persons will be:

Address : UNPATTI, Jl. Ir. M. Putuhena, Poka, Teluk Ambon, Maluku, Indonesia  
Attn to : Head of International Office  
Phone/Fax : +62822-3911-1244  
E-mail : kerjasamaunpatti@gmail.com/iounpatti@unpatti.ac.id

Address : UNDIL, Av. Bispo de Medeiros Mascarenhas Dili, Timor Leste  
Attn to : Pos-Graduate  
Phone/Fax : +670 7732 7016/+6282135807197  
E-mail : info@undil.tl

This Memorandum of Agreement is signed by the PARTIES on the date set out above

 SIGNED on behalf of  
**PATTIMURA POS-GRADUATION**



Dr. Richard B. Luhulima, ST, MT  
(DIRECTOR)

SIGNED on behalf of  
**UNDIL POS-GRADUATION  
UNIVERSIDADE DILI**



Dr. Sérgio Monteiro, ST, SH, MH  
(DIRECTOR)

