



MEMORANDUM OF UNDERSTANDING

The parties make this Memorandum of Understanding (MOU) in accordance with the Details and Terms.

DETAILS	
UNE	<p>Name University of New England ABN 75 792 454 315 Address Armidale NSW 2351 Contact Person Professor Brigid Heywood Vice Chancellor and CEO Telephone (02) 6773 2004</p>
NAME	<p>Name Universitas Pattimura Address Jl. Ir. M. Putuhena Kampus Unpatti Poka, Ambon, Maluku, Indonesia Contact Person Prof. Dr. M. J. Saptенno SH, M.Hum Telephone +62-911-322626, +62-911-322627 Email rektor@unpatti.ac.id, rektor.unpatti@gmail.com</p>
Introduction	<p>UNE is a public university located at Armidale in regional New South Wales, Australia. Universitas Pattimura is a public university located at Jl. Ir. M. Putuhena Kampus Unpatti Poka, Ambon, Maluku, Indonesia This MOU supports the intention by UNE and Universitas Pattimura to collaborate with a view to entering a separate legally binding agreement to develop and carry out joint research and education activities in furtherance of the common interest of the institutions</p>
Proposed Activities	<p>The Parties intend to promote a climate of open exchange and cooperation to negotiate a cooperative arrangement for:</p> <p>Students or faculty members from Universitas Pattimura to study at UNE;</p> <p>Sponsorship for exchange of scholars (academic supervisors);</p> <p>Exchange students and faculty members between universities;</p> <p>Develop research collaboration and community services in the areas of mutual interest to UNE and the Universitas Pattimura</p> <p>More specifically:</p> <ul style="list-style-type: none"> • Pursue sponsorship of cooperative seminars, workshops, and other academic meetings on matters of mutual interest to UNE and Universitas Pattimura. • Identify and develop other opportunities for Indonesian candidates from the Universitas Pattimura to pursue higher degree research at UNE; and • Identify and develop opportunities for academic exchange between UNE and the Universitas Pattimura.
Facilitation	<p>For UNE, the designated person is Dr. Philip Thomas, email: philip.thomas@une.edu.au</p> <p>For Universitas Pattimura the designated person is Mrs Wilma Latuny, S.T, M.Si, M.Phil, Ph.D / Head of International Office of Univeritas Pattimura , email: wlatuny@gmail.com.</p>

TERMS

1. **Legal Effect of this MOU**

- 1.1 This MOU is not intended to be legally-binding and no legally-binding rights or obligations are intended to, or do, arise as a consequence of the signing of this MOU.
- 1.2 Without in any way limiting clause 1.1, the parties acknowledge that by signing this MOU they do not agree, finalise or make any concluded terms or bargain, and that no such concluded terms or bargain will exist between the parties unless and until a separate legally-binding Agreement is agreed and signed by them both.
- 1.3 Actions taken by either party in reliance on this MOU will be at that party's sole risk.

2. **Scope of co-operation**

- 2.1 By entering into this MOU, the parties intend to promote a climate of open exchange and cooperation in areas of mutual interest and in particular, the Proposed Activities set out in the Details.
- 2.2 Matters of detail relating to specific cooperative activities, projects and other matters relating to the implementation of this MOU will, if appropriate, be negotiated and executed under a separate legally-binding Agreement and any relevant supporting agreements.

3. **Separate legally-binding Agreement**

- 3.1 The conditions for progressing from this MOU to a separate legally-binding Agreement (if appropriate) include:
 - (a) a documented evaluation and review of the relationship during the period of this MOU;
 - (b) demonstrated mutual benefit to the parties;
 - (c) clear and defined objectives for the proposed formal relationship; and
 - (d) negotiation and settlement of all the terms and conditions to be included in the separate legally-binding Agreement.

4. **Facilitation**

The cooperation will be overseen by designated representatives of the parties set out in the Details.

5. **Period of MOU**

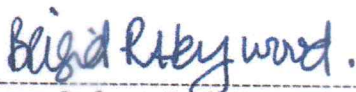
This MOU ends two years after the date of signing, or when the parties sign a separate legally-binding Agreement, or when either party ends it by giving 60 days written notice to the other party, whichever occurs first. UNE may terminate this MOU immediately on notice if it considers (in its absolute discretion) that the MOU may be inconsistent with the Guidelines to Counter Foreign Interference in the Australian University Sector <https://www.education.gov.au/ufit>, including if the MOU impinges on academic freedom, research ethics or is found to be subject to export controls.

6. **Relationship**


Nothing in this MOU creates an agency, partnership, joint venture or employment relationship between the parties or any of their respective officers, employees, contractors or agents.

7. **Governing Law**

The laws of each country of the parties apply to this MOU. In the event of any inconsistency in laws, the laws of New South Wales, Australia apply. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in that State, including any courts of appeal.



Name: Professor Brigid Heywood
Title: Vice Chancellor and CEO
University of New England



Witness: LISA BURR
EXECUTIVE ASSISTANT

Date: 26.10.2021



Name: Prof. Dr. M. J. Saptenna SH, M.Hum
Title: Rector Universitas Pattimura



Witness: Dr. Erly Leiwakabessy M.Si
Dean of Economics and Business Faculty

Date: 15 - 11 - 2021