

## MEMORANDUM OF UNDERSTANDING

DATED: 18 November 2024

### PARTIES

- 1 **TE HERENGA WAKA—VICTORIA UNIVERSITY OF WELLINGTON** (*New Zealand*)
  - 2 **MULAWARMAN UNIVERSITY**, of Indonesia (*Partner*)
- (the **Parties**)

### TERMS OF THIS MOU

#### 1. COLLABORATION

- 1.1 The purpose of this Memorandum of Understanding (*MoU*) is to establish closer ties and collaborative relations between the parties in order to facilitate the establishment of co-operative programmes and activities.
- 1.2 In particular, the parties seek to work together in areas of mutual interest and to identify opportunities:
  - (a) to establish articulation programmes at both Undergraduate and Postgraduate level;
  - (b) to work together on funded teacher education opportunities;
  - (c) to identify other areas of potential collaboration;and to work collaboratively and collegially with each other.
- 1.3 Any collaborative arrangements established under the framework of this MoU will be documented by way of a separate formal agreement (*Collaboration Agreement*). The parties will endeavour to ensure that any Collaboration Agreement is signed within six months of the Commencement Date. In the event of any conflict between a Collaboration Agreement and this MoU, the Collaboration Agreement will prevail.

#### 2. TERM AND TERMINATION

- 2.1 This MoU is effective from the date that it is signed by both parties (*Commencement Date*) and will continue in force for 5 years from the Commencement Date unless terminated in accordance with clause 2.2.
- 2.2 Either party may terminate this MoU at any time without cause by giving the other party 60 days notice in writing. Such termination will not affect the validity and continuity of any Collaboration Agreement.

#### 3. REPRESENTATIVES

- 3.1 Each party will appoint a representative to oversee and facilitate implementation of this MoU in cooperation with other appropriate staff. The parties have appointed the following initial representatives:

Victoria University of Wellington:

Angela Joe

Associate Dean, International, Faculty of Humanities and Social Sciences

angela.joe@vuw.ac.nz

Partner:

Sunardi Sunardi

Coordinator of Graduate Program of FKIP Universitas Mulawarman

Sunardi.osu2016@gmail.com

3.2 Either party may change its representative by notice to the other party. No representative will have the power to vary or amend this MoU.

3.3 The parties will endeavour to ensure that their representatives meet on or around each anniversary of the Commencement Date to review the terms and implementation of this MOU.

#### 4. INTELLECTUAL PROPERTY

4.1 Each party will retain ownership of all intellectual property that exists as at the Commencement Date. Where any intellectual property is created in connection with this MoU, ownership of that intellectual property will remain with the party which created it. Detailed provisions relating to intellectual property created in connection with any collaborative arrangement documented by way of a Collaboration Agreement will be set out in that Collaboration Agreement.

#### 5. CONFIDENTIALITY AND PUBLICITY

5.1 Each party agrees to keep all matters relating to this MoU confidential, except where such information is already in the public domain and/or where disclosure is required by law including under the Official Information Act 1982 (including any associated regulations and successor legislation). No party will make any public announcement relating to this MoU without obtaining prior consent from the other party.

#### 6. GENERAL

6.1 **Relationship of the Parties:** Nothing in this MOU will:

- (a) be interpreted as creating a relationship of partnership, agency, trust or any fiduciary relationship between the parties;
- (b) diminish the autonomy of either party, nor will any constraint be imposed by either party on the other in carrying out this MoU.

6.2 **Non-binding:** This MoU is not intended to be legally binding or create any binding or legal obligations on either party.

6.3 **Costs:** Each party will meet its own costs incurred in relation to this MOU.


6.4 **Amendments:** This MOU may be amended at any time by written agreement of both parties.

6.5 **Assignment:** Neither party may transfer, assign or sub-contract this MoU or any rights or obligations under this MoU without the consent of the other party not to be unreasonably withheld.

6.6 **Dispute Resolution:** In the event of any disagreement or dispute between the parties, they will seek to resolve it amicably and constructively between themselves.

6.7 **Counterparts:** This MoU may be executed in any number of counterparts including where exchanged by email, each of which will be deemed an original, but all of which together will constitute one instrument.

**SIGNED** for and on behalf of **TE HERENGA WAKA—VICTORIA UNIVERSITY OF WELLINGTON** by its authorised signatory:



(signature)

**Name:** Sarah Leggott

**Position:** Dean of Faculty of Humanities and Social Sciences

**Date:** 18 November, 2024

**SIGNED** for and on behalf of **MULAWARMAN UNIVERSITY** by its authorised signatory(s):



(signature)

**Name(s):** Abdunnur, M.Si., IPU., ASEN. ENG

**Position(s):** Rector of Mulawarman University

**Date** 18 November, 2024

