



MEMORANDUM OF AGREEMENT



BETWEEN

**FAKULTAS MATEMATIKA DAN ILMU PENGETAHUAN ALAM (FMIPA)
UNIVERSITAS NEGERI MAKASSAR, INDONESIA**

AND

**FACULTY OF CHEMICAL TECHNOLOGIES,
UNIVERSITY OF CHEMICAL TECHNOLOGY AND METALLURGY, BULGARIA**

(30 April 2017)

THIS MEMORANDUM OF AGREEMENT is made this ... ;

BETWEEN

FAKULTAS MATEMATIKA DAN ILMU PENGETAHUAN ALAM, UNIVERSITAS NEGERI MAKASSAR (hereinafter referred to as "**FMIPA UNM**"), a higher education institution in Indonesia whose address is at Jl. Daeng Tata Raya, Parangtambung, Makassar, Indonesia and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITY OF CHEMICAL TECHNOLOGY AND METALLURGY, BULGARIA (herein after referred to as "**UCTM**"), a higher education institution in Bulgaria whose address is at 8 "Sv. Kl. Ohridski" blvd 1756 Sofia, Bulgaria and shall include its lawful representatives and permitted assigns;

FMIPA UNM and UCTM are hereinafter referred to individually as "the Party" and collectively as "the Parties".

WHEREAS

- A. UNM is an established university which strives to enhance its educational excellence and strengthen its commitment in nurturing future-ready graduates and in its undertaking to create, disseminate and apply knowledge that contributes towards national development.
- B. UCTM is a higher education institution which plays significant roles in producing high quality graduates, providing academic services for the society, conducting researches and development for relevant academic fields, conserving local and national wisdom, arts and culture, Upgrading teaching staffs and supporting staffs, enhancing reconciliation among people in a multicultural society and developing into qualified organization.
- C. The Parties, fully recognizing that academic collaborations and co-operation between the two universities would be beneficial to all concerned, are desirous of entering into this Memorandum of Agreement to declare and affirm their respective intentions to encourage such academic collaborations and co-operation.
- D. In achieving the objectives of this Memorandum of Agreement, the Parties shall work on the basis of reciprocity in areas of mutual interest upon the terms as contained herein and within the parameters of their laws, constitution, regulations and/or policies.

HERE REACHED AN AGREEMENT as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Agreement and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop co-operation in the field of academic and research between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) Promote individual contacts among scholars, students and personnel of both scientific institutions,
 - (b) Promote links in teaching, research and cultural activities,
 - (c) Develop and to encourage joint research, seminars, conferences, workshops, and to also assist each other in obtaining external funding from outside sources,
 - (d) Support the exchange of academic materials,
 - (e) Develop, when opportunities avail, joint study programs,
 - (f) Encourage any other activities that both scientific institutions agree to be of mutual benefit,
 - (g) Identify any other areas of co-operation for strategic alliance to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the Parties will enter into a legally binding agreement setting forth the detailed arrangements of the co-operation, upon terms and conditions to be mutually agreed by the Parties including terms.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.

2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE V

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 VI

ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Agreement shall come into effect on this Memorandum of Agreement and shall remain in effect for a period of **THREE (3)** years, regardless of the diverse dates the Parties may have signed this Memorandum of Agreement.
2. Either Party may terminate this Memorandum of Agreement by giving ONE (1) month written notice to the other Party. Notwithstanding the expiry or the earlier termination of this Memorandum of Agreement, the obligations of the Parties in Article VII herein shall survive and remain binding on the Parties.

2. This Memorandum of Agreement may be extended for a further period upon the mutual agreement in writing of the Parties.

ARTICLE VII
CONFIDENTIALITY

1. No Party shall at any time publish or otherwise make public the contents of this Memorandum of Agreement and disclose to any third party, any Confidential Information of the Parties, made available to each other or acquired pursuant to this Memorandum of Agreement without the written consent of the other Party.
2. For the purpose of this Memorandum of Agreement, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Memorandum of Understanding; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

ARTICLE VIII
DISPUTE RESOLUTION

Any differences pertaining to the interpretation or implementation of this Memorandum of Agreement and any disputes arising pursuant to this Memorandum of Agreement shall be resolved by way of consultation and negotiation with a view to an amicable settlement and mutual benefit of both Parties

ARTICLE IX
NOTICES

Any notice or communication under this Memorandum of Agreement 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 **FMIPA UNM** or **UNIVERSITY OF CHEMICAL TECHNOLOGY AND METALLURY**, 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 sender 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 UNIVERSITAS NEGERI MAKASSAR:

Dean,
Faculty of Mathematics and Natural Sciences
Jalan Daeng Tata Raya, Gedung ICP Lantai 2,
FMIPA Parangtambung
Makassar 90223,
INDONESIA.

Faculty of Mathematics and Sciences
Electronic Mail Address: subaer@unm.ac.id or jzubayir@yahoo.com
Facsimile Number : +0

TO UNIVERSITY OF CHEMICAL TECHNOLOGY AND METALLURY:

Prof. DSc. Vladimir Bojinov

Dean,

Faculty of Chemical Technologies

UNIVERSITY OF CHEMICAL TECHNOLOGY AND METALLURY,

8 "Kl. Ohridski" blvd

1756 Sofia, Bulgaria

Electronic Mail Address : vlbojinov@uctm.edu

Facsimile Number : (+359 2) 868-54-88


The foregoing record represents the Agreements reached between FAKULTAS MATEMATIKA DAN ILMU PENGETAHUAN ALAM UNIVERSITY OF NEGERI MAKASSAR and FACULTY OF CHEMICAL TECHNOLOGIES, UNIVERSITY OF CHEMICAL TECHNOLOGY AND METALLURY upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, hereunto have executed this Memorandum of Agreement on the year and date first above written and have signed this Memorandum of Agreement in duplicates in TWO (2) original texts, each in the English language, all texts being equally authentic.

SIGNED BY

for and on behalf of

**Facultas Matematika dan Ilmu
Pengetahuan Alam
UNIVERSITAS NEGERI MAKASSAR**


.....
PROF. DR. ABDUL RAHMAN, M.Pd
Dean

SIGNED BY

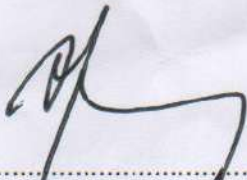
for and on behalf of

**Faculty of Chemical Technologies,
UNIVERSITY OF CHEMICAL
TECHNOLOGY AND METALLURGY**

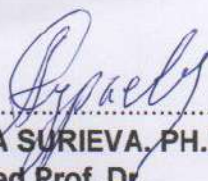

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PROF. DSc. Vladimir Bojinov
Dean



In the presence of


.....
Drs. SUBAER, MPhil, Ph.D
Vice Dean
Cooperation and Development
Faculty of Mathematics and Natural Sciences

In the presence of


.....
ANDRIANA SURIEVA, Ph.D
Associated Prof. Dr.
Analytical of Chemistry dep., Faculty of
Chemical Technologies, University of
Chemical Technology and Metallurgy