



# **MEMORANDUM OF UNDERSTANDING**

# BETWEEN

# UNIVERSITAS MUHAMMADIYAH SURAKARTA (Indonesia)

# AND

# TASHKENT STATE UNIVERSITY OF LAW (Uzbekistan)

DATE: 09.12.2024

This Memorandum of Understanding is made on this day, 09.12.2024

#### BETWEEN

**UNIVERSITAS MUHAMMADIYAH SURAKARTA**, a private higher education established in Indonesia under the Decree of the Minister of Education and Culture (Decree No. 0330/O/1981 October 24, 1981), whose address is at Jl. Ahmad Yani No. 157, Pabelan, Kartasura, Sukoharjo, Central Java 57169, Indonesia (hereinafter referred to as "**UMS**") and shall include its lawful representatives and permitted assigns of the first part;

#### AND

TASHKENT STATE UNIVERSITY OF LAW, (hereinafter referred to as "TSUL"), a public higher education institution established by the Decree of the President of the Republic of Uzbekistan No. PQ-1990 dated June 28, 2013, "On Measures for Further Improving the System of Training Legal Personnel," located at Sayilgokh 35 str., Tashkent 100047, Uzbekistan, Uzbekistan, including its lawful representatives and permitted assigns, of the second part;

TSUL and UMS hereinafter referred to singularly as "the Party" and collectively as "the Parties"

#### WHEREAS

- A. UMS is a higher education institution under the Muhammadiyah Association, which was established on October 24, 1981. UMS is one of the private universities in Indonesia. UMS is a leading Islamic private university that strives for an excellent education that aspires to its noble endeavors: Humanization, Liberation, and Transcendence. UMS through its faculties and institutes offers graduate and postgraduate courses in various fields. In taking various initiatives to enhance its academic and research capabilities, UMS has established partnerships with various universities and organizations.
- B. Founded in 1932, Tashkent State University of Law (TSUL) stands as a distinguished institution in the Republic of Uzbekistan, renowned for its commitment to academic excellence and innovation. With a rich heritage dating back to its inception, TSUL is a leading institution for legal education and research in the region. TSUL boasts a diverse and vibrant community of over 8000 students, including a significant proportion of international students drawn from around the globe. As a premier academic institution, TSUL places a strong emphasis on research, with a dedicated annual budget of 15 million USD allocated for scholarly pursuits. Our faculty members are actively engaged in cutting-edge research

across various legal disciplines, contributing to our reputation as a hub for intellectual inquiry and innovation. With a commitment to global engagement, TSUL has established partnerships with more than 90 universities, research institutes, and governmental bodies worldwide. These collaborations facilitate international exchange programs, joint research initiatives, and academic conferences, enhancing our global reach and impact.

C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and establish a basis of cooperation and collaboration between the Parties upon the terms contained herein.

#### THE PARTIES HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

#### CLAUSE 1 OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding 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 cooperation between the Parties based on equality and mutual benefit.

#### CLAUSE 2

#### AREAS OF COOPERATION

- 1. Each Party will, subject to Clause 1, endeavor to take the necessary steps to encourage and promote cooperation in the following areas:
  - a) Institutional exchanges between faculties, students, and staff from each partner institution;
  - b) Acceptance of undergraduate and graduate students of partner institutions for periods of study and/or research;
  - c) Joint programs at the undergraduate and postgraduate levels;
  - d) Organization of symposia, conferences, short courses, cultural exchange programs, consultancy services, and meetings on research issues;
  - e) Exchange of information pertaining to developments in teaching, student development, and research institutions;
  - f) Exchange of academic materials in the form of journals, reference materials, and the results of teaching and research;
  - g) Mutually promote information and activities of the other party within the scope of the memorandum of understanding on their respective websites (subject to prior written approval for the use of any logos or trademarks);
  - h) Offer of new or existing academic courses and curriculum;

- i) Joint research, research projects, and publications;
- j) Study tours, summer schools, and work placements;
- k) Joint supervision of postgraduate students;
- I) Articulation and academic progression arrangements;
- m) Inter-institutional training, online teaching, and webinars;
- n) Offer of academic courses and training for continuing education;
- o) Setting up of industry-related centers; and
- p) Cooperation in any other areas of mutual interests as agreed to by the parties from time to time.
- 2. For implementing the cooperation in respect of any area in paragraph 1, the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

### CLAUSE 3 FINANCIAL ARRANGEMENTS

- 1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
- 2. Each party will bear its own cost and expenses in the implementation of this Memorandum of Understanding.

### CLAUSE 4 EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute and is not intended to 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 unless otherwise stipulated in writing by the Parties herein or thereafter.

#### CLAUSE 5 NO AGENCY

Nothing contained herein shall be construed 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.

### CLAUSE 6 ENTRY INTO EFFECT AND DURATION

- 1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for five (5) years.
- 2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
- 3. This Memorandum of Understanding may be terminated at any time by either party giving the other party written notice of no less than six (6) months.

## CLAUSE 7 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, and regulations of the Parties and with international agreements signed by the Parties.
- The use of the name, logo, and/or official emblem of any of the Parties on any publication, document, and/or paper is prohibited without the prior written approval of either Party.
- Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out-
  - Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties by the terms to be mutually agreed upon; and
  - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

### CLAUSE 8 CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of document, information, and other data received from or supplied to, the other Party during the

period of the implementation of this Memorandum of Understanding or any other agreements made under this Memorandum of Understanding.

- 2. For purposes of paragraph 1 above, such documents, information, and data include any document, information, and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, 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.
- The Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.
- 4. The Parties undertake to comply with the provisions of the protection of personal information (POPI).

# CLAUSE 9

#### **SUSPENSION**

Each Party reserves the right for national security, national interest, and public health reasons to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

### CLAUSE 10 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 Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

## CLAUSE 11 VARIATION

The terms stipulated in this Memorandum of Understanding shall not be amended, altered, changed, or otherwise modified without the mutual consent of the Parties, and such amendments, alterations, changes, or modifications shall be made in writing and signed by the Parties hereto.

#### CLAUSE 12 LANGUAGE

This Memorandum of Understanding is executed in English and Uzbek, both texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

# CLAUSE 13 NOTICES

Any communication under this Memorandum of Understanding will 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 TSUL or UMS, 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 Authorized Representative Address Tel. No. E-mail	:	UNIVERSITAS MUHAMMADIYAH SURAKARTA Andy Dwi Bayu Bawono, S.E., M.Si., Ph.D. Office of Collaboration and International Affairs Universitas Muhammadiyah Surakarta JI. Ahmad Yani No. 157, Pabelan, Kartasura, Sukoharjo, Central Java. 57169. Indonesia +62-271-7851685 int.office@ums.ac.id
To Authorized Representative Address Tel. No. E-mail	: : : : : : : : : : : : : : : : : : : :	Tashkent State University of Law Fitrat Umirov, D.Sc. in Law Sayilgokh 35 str., Tashkent 100047, Uzbekistan +998-71-232-04-68 inter@tsul.uz

The foregoing record represents the understandings reached between the Parties upon the matters referred to therein.

Signed on the date mentioned above in two (2) original texts in English and Uzbek, totaling four (4) copies, all equally authentic.

Signed for and on behalf of **TASHKENT STATE UNIVERSITY OF LAW** 



Prof. Dr. Islambek Rustambekov Acting Rector Signed for and on behalf of UNIVERSITAS MUHAMMADIYAH SURAKARTA

Prof. Dr. SOFYAN ANIF, M.Si. Rector