



UNIVERSITAS SYIAH KUALA  
(Syiah Kuala University)

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made on the 15 of November 2018.

**BETWEEN**

**McMaster University Canada** an internationally renowned Canadian public university with a long-standing tradition of international collaboration located in Hamilton, Ontario, Canada, ("**McMaster**"); AND

**Syiah Kuala University** located in Darussalam, Banda Aceh, Aceh Province, Indonesia (hereinafter referred to as "**UNSYIAH**"); a public university registered under the Ministry of Research, Technology and Higher Education of the Republic of Indonesia, located in Darussalam, Banda Aceh, Aceh Province, Indonesia.

(Department of Family Medicine at McMaster University and Faculty of Medicine UNSYIAH are herein collectively referred to as "the Parties" and individually as "Party").

**WHEREAS:**

- A. **McMaster University** is a renowned public university which is actively involved, amongst others, in education and research. McMaster University is represented by **Department of Family Medicine, Faculty of Health Sciences, McMaster University ("DFM")**.
- B. **DFM** is represented by the **Chair of DFM**.
- C. **Syiah Kuala University** is a growing public university which is actively involved, amongst others, in education and research. Syiah Kuala University is represented by the **Faculty of Medicine UNSYIAH**
- D. **Faculty of Medicine UNSYIAH** is represented by the **Dean**.
- E. Pursuant to discussions between McMaster University and UNSYIAH, the Parties have an interest to advance cooperative relationship to promote educational and scientific exchanges ("**Collaboration**").
- F. The Parties now wish to enter into this MOU to set out the framework for the Collaboration.

**IT IS AGREED AS FOLLOWS:**

### **1. SCOPE OF COLLABORATION**

- 1.1 The Parties agree to explore a possible collaboration and discuss opportunities for mutual benefit in the following areas:
  - (a) Promotion of joint research and education activities, and joint publication;
  - (b) Invitation to short term visits of faculty members, researchers and staff for lectures, conferences, colloquia, and symposia or other academic activities;

- (c) Co-organization of research exchange seminars between DFM and Faculty of Medicine UNSYIAH;
- (d) Exchange of information, academic materials, pertinent publication in fields of interest to both parties and faculty development;
- (e) Exchange of faculty members, researchers, students and staff for study and research;
- (f) Other forms of cooperation as may be established from time to time under this MOU.

## **2. PRINCIPLES OF COLLABORATION**

### **2.1 Both Parties agree:**

- (a) To co-operate with each other in a professional manner and provide assistance as may be necessary to carry out the collaboration activities;
- (b) All financial arrangements to pursue any of the above activities will be negotiated on a case by case basis with mutual benefit; and
- (c) Individual collaborative activities developed under this MOU will be subject of separate definitive agreements in writing and, where appropriate, will be jointly planned and conducted by the nominees of both parties.

## **3. DURATION OF MOU**

- 3.1 This MOU will be effective from the date of the last signature of the Parties and valid for five (5) years. The MOU will be reviewed not less than six (6) months prior to the expiry of this MOU and may be extended by mutual agreement of the Parties.

## **4. LEGAL EFFECT OF THE MOU**

- 4.1 Unless otherwise stated herein, the Parties agree that this MOU is not intended to constitute a legally binding contract, nor an obligation to perform any services, furnish any assets or pay any monies between the Parties. Neither DFM nor Faculty of Medicine UNSYIAH shall have any liability to the other Party with respect to the non-binding provisions.

## **5. CONFIDENTIALITY**

- 5.1 All information or data provided or obtained in connection with the performance of this MOU, is and shall remain confidential and shall not be disclosed either Party by way of announcement, publicly or any other form or disclosure including all outcomes generated directly in the course of carrying out the Collaboration under this MOU, without the prior written consent of the other Party.
- 5.2 This clause shall not apply to any information or data that has already been (i) published, is in the public domain or (ii) in such cases where disclosure is required by any law or governmental, judicial or other regulatory authority applicable to either Party, (iii) is made known to the receiving party by a third party in lawful possession thereof, (iv) independently developed by students and/or employees of the receiving party without having had access to the information disclosed by the disclosing party; or (v) is required by the lawful instruction of a court or government or administrative tribunal.
- 5.3 Each Party herein undertakes to keep the confidential information confidential and to disclose it to its employees, students and agents only on a need-to-know basis and shall ensure and procure that its employees, students and/or agents are under the same obligation of confidentiality and vice-versa.
- 5.4 Each Party shall handle personal data in accordance with all privacy principles, policies, laws and regulations which govern, or would govern, the handling of such information by the disclosing party.



**6. TERMINATION**

6.1 Either Party may terminate this MOU by giving at least six (6) months' prior written notice to the other Party.

**7. INTELLECTUAL PROPERTY**

7.1 Neither Party to this MOU shall use or refer to the name, logo or designation of the other Party without the prior written consent of the other Party.

7.2 The Parties agree that in the event any intellectual property arising under the collaboration activities that is developed, that leads to patent rights, copyrights and other intellectual property rights, a further agreement must be negotiated for each case in accordance with the respective policies of each Party.

**8. CONTACT PERSONS AND NOTICES**

8.1 All notices under this MOU should be delivered in writing, and signed by the Party giving the notice, to:

<b>Department of Family Medicine McMaster</b>	<b>Faculty of Medicine Unsyiah</b>
David Braley Health Sciences Centre 100 Main Street West, 6th Floor Hamilton, ON L8P 1H6 Canada Attn: Chair, DFM Email: priced@mcmaster.ca	Jalan Teuku Tanoh Abee Kopelma Darussalam Syiah Kuala, Banda Aceh, Provinsi Aceh, 24415 Indonesia Attn: Dean Phone: +62 651 7552364 Email: dekan.fk@unsyiah.ac.id

**9. DISPUTE SETTLEMENT AND GOVERNING LAW**

9.1 Any disputes and disagreement arising out of the interpretation or implementation of this MOU shall be mutually and in good faith settled amicably by both Parties through negotiation or conciliation.

9.2 This MOU shall be governed by and construed under the laws of Indonesia

**10. GENERAL**

10.1 This MOU shall not create any form of partnership or agency whatsoever between the Parties. Each Party to this MOU in an independent legal entity and neither Party shall have any authority to represent the other Party, nor shall it have the authority to bind or otherwise undertake any obligation on behalf of the other Party. Nothing in this MOU shall be construed to make any Party the representative or agent of the other Party nor shall any Party be liable for or bound by any act or omission of the other Party.

10.2 Clauses 5 and 7 of this MoU are binding provisions and shall survive the expiration or earlier termination of this MoU

10.3 Each Party will bear and pay for the costs and expenses for or incurred by its own staff, student, or other personnel (including, without limitation, travel expenses, lodging, food and other necessary expenditure for the period of the Collaboration activities).

- 10.4 Each Party warrants and represents that it shall comply with all applicable laws and regulations applicable to that Party.
- 10.5 No amendment and/or variation to this MOU shall be permitted unless mutually agreed to, in writing, by the Parties.
- 10.6 Neither Party shall, without the prior written consent of the other Party, assign the rights and obligations in connection with this MOU.
- 10.7 This MOU may be signed in any number of counterparts and all those counterparts together shall make one instrument.
- 10.8 If this MOU is translated into another language, the English text remains the sole authentic text.

*[The remainder of this page is intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be executed by their duly authorized representatives on the dates shown below, the last of which shall be the effective date.

**SIGNED** by  
for and on behalf of  
**Department of Family Medicine, McMaster University**

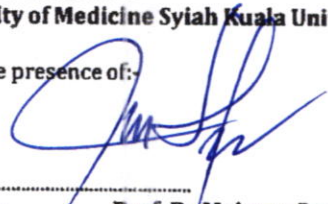
in the presence of:-



Name: **Prof. Dr. David Price, BSc, MD, CCFP, FCFP**  
Designation: **Chair, Department of Family Medicine**  
Date: **15<sup>th</sup> November 2018**

**SIGNED** by  
for and on behalf of  
**Faculty of Medicine Syiah Kuala University**

in the presence of:-



Name: **Prof. Dr. Maimun Syukri, SpPD-KGH, FINASIM**  
Designation: **Dean**  
Date: **15<sup>th</sup> November 2018**



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**Syiah Kuala University** located in Darussalam, Banda Aceh, Aceh Province, Indonesia (hereinafter referred to as "**UNSYIAH**"); a public university registered under the Ministry of Research, Technology and Higher Education of the Republic of Indonesia, located in Darussalam, Banda Aceh, Aceh Province, Indonesia.

(Department of Family Medicine at McMaster University and Faculty of Medicine UNSYIAH are herein collectively referred to as "the Parties" and individually as "Party").

### **WHEREAS:**

- A. McMaster University is a renowned public university which is actively involved, amongst others, in education and research. McMaster University is represented by **Department of Family Medicine, Faculty of Health Sciences, McMaster University ("DFM")**.
- B. **DFM** is represented by the **Chair of DFM**.
- C. Syiah Kuala University is a growing public university which is actively involved, amongst others, in education and research. Syiah Kuala University is represented by the **Faculty of Medicine UNSYIAH**.
- D. **Faculty of Medicine UNSYIAH** is represented by the **Dean**.
- E. Pursuant to discussions between McMaster University and UNSYIAH, the Parties have an interest to advance cooperative relationship to promote educational and scientific exchanges ("**Collaboration**").
- F. The Parties now wish to enter into this MOU to set out the framework for the Collaboration.

### **IT IS AGREED AS FOLLOWS:**

1. **SCOPE OF COLLABORATION**
  - 1.1 The Parties agree to explore a possible collaboration and discuss opportunities for mutual benefit in the following areas:
    - (a) Promotion of joint research and education activities, and joint publication;
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## **2. PRINCIPLES OF COLLABORATION**

### **2.1 Both Parties agree:**

- (a) To co-operate with each other in a professional manner and provide assistance as may be necessary to carry out the collaboration activities;
- (b) All financial arrangements to pursue any of the above activities will be negotiated on a case by case basis with mutual benefit; and
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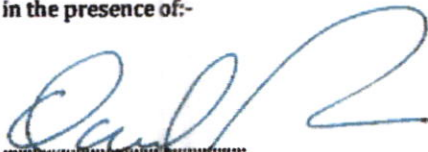
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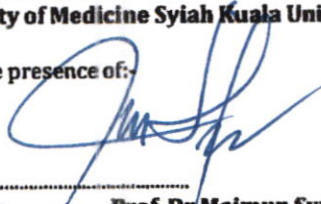
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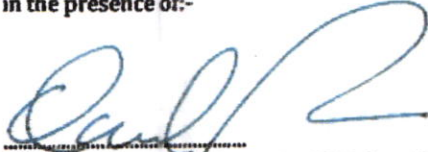
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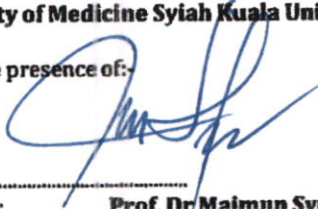
in the presence of:-



Name: **Prof. Dr. David Price, BSc, MD, CCFP, FCFP**  
Designation: **Chair, Department of Family Medicine**  
Date: **15<sup>th</sup> November 2018**

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Name: **Prof. Dr. Maimun Syukri, SpPD-KGH, FINASIM**  
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Date: **15<sup>th</sup> November 2018**