

MEMORANDUM OF UNDERSTANDING

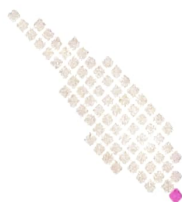
BETWEEN



RSM's N. N. Sattha College of Pharmacy

**No.
RSM/NNSCOP/MoU/2024-25/07**

AND



Institut Teknologi Sumatera

**No.
216/IT9/HK.07.00/2024**

(1st November 2024)

MEMORANDUM OF UNDERSTANDING ("MOU")

THIS MEMORANDUM OF UNDERSTANDING is made on the 1st November 2024

BETWEEN:

- (1) **RSM's N. N. Sattha College of Pharmacy (RSM's NNSCOP)** is a part of The Rashtriya Shikshan Mandal, Ahmednagar which was established in 1953. This

organization is authorized by the Society Registration Act 1860 register number is MH/E-59/Ahmednagar on date 15/10/1953. It is a leading organization in the field of education in general education.

- (2) **INSTITUT TEKNOLOGI SUMATERA (ITERA)**, a public university established in 2014 based on Presidential Ministry of Education and Culture of Indonesia, domiciled at Jalan Terusan Ryacudu, Way Hui, Kecamatan Jati Agung, Lampung Selatan 35365, Indonesia; in this matter represented by **Prof. I Nyoman Pugeg Aryantha, Ph.D.** in his capacity as a Rector and therefore I am fully acts for and on behalf of Institut Teknologi Sumatera, hereinafter referred to as "**ITERA**", of the other

(Hereinafter, (RSM's NNSCOP) and ITERA shall jointly referred to as the "**Parties**" and singularly as "**Party**".)

WHEREAS,

- (a) **N. N. SATTHA COLLEGE OF PHARMACY (RSM's NNSCOP)** is a private higher education institution dedicated to providing quality education in the field of pharmacy. The Mission of N. N. Sattha College of Pharmacy is to expand the boundaries of education and to maintain quality education through competent faculty, state of art infrastructure, and research facilities. To provide excellent professional quality education to its students, exploring and unleashing the talents of students to inculcate the applicable knowledge in pharmacy and healthcare field.
- (b) **(Institut Teknologi Sumatera)** is a public university domiciled in Lampung Province under the Ministry of Education and Culture of Indonesia. ITERA was established based on Presidential Regulation No. 124 of 2014 concerning the Establishment of Institut Teknologi Sumatera. ITERA is a multidisciplinary and research-oriented in Indonesia that is simultaneously developing education and research program in the fields of Engineering Mathematics & Natural Science through Technology.
- (c) The Parties are desirous to promote joint training and development activities of mutual interest areas in accordance with the parties' respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of the understanding set out in this Memorandum of Understanding ("MOU").

1. THE OBJECTIVES

The Parties intend to work collaboratively with the other and has agreed to enter into this MOU

- (a) The main objective of this MOU is to establish a long-term relationship for purposes of exploiting their complementary research, institutional development, and capacity building skills to further their respective missions, including pursuing the following priority areas, subject to availability of donor funding.
- (b) The two universities agree to encourage academic and educational cooperation in fields of mutual interest including:
- i. Joint research cooperation.
 - ii. Organization of joint events; conferences, workshops, and symposia.
 - iii. Practical training and programs of integrated knowledge.
 - iv. Exchange of teaching personnel.
 - v. Exchange of undergraduate & post graduate students.
- (c) If exchange students take and finish equivalent courses in the receiving university, the equivalent credits they earn can be transferred back to the sending university. The receiving university should issue credit certification.

The Parties shall observe this MOU based on the spirit of cooperation and respect and do their best effort to achieve the objective of the collaboration between the Parties.

2. MANAGEMENT COMMITTEE

The Parties shall appoint representatives to manage and oversee the collaborative activities contemplated under this MOU. The representatives of the Parties can meet as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.

3. ARRANGEMENTS AND FUNDING

To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Parties without the other Party's consent in writing. Financial commitment from each party for a collaborative activity shall be agreed upon separately by all parties prior to the event.

4. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 4.1 The terms with respect to title to and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 1. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.
- 4.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

5. PUBLICATION OR PARTIES

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent

6. REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

- 6.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.

- 6.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MOU is in effect.
- 6.3 All information furnished in relation to this MOU by one Party to the others, which is clearly identified as propriety or confidential at the time of disclosure, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MOU, unless agreed in writing between the Parties.
- 6.4 The provisions of Clause 6.3 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightly received by the receiving Party from third parties without any breach of confidentiality obligations.
- 6.5 Clause 6 shall survive the expiration or termination of this MOU for a period of five (5) years, from **1st November 2024** until **1st November 2029**, or until the termination of this MOU, whichever comes first.

7. AMENDMENTS

This MOU may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

8. TERMS OF MOU

- 8.1 This MOU shall commence on the Effective Date and shall remain in force for a period of 5 (five) years. Any extension shall be by way of a new MOU.
- 8.2 Either Party may terminate this MOU by written notice to the other Party of its desire to terminate by giving 1 (one) month prior notice.
- 8.3 The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.
- 8.4 This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

9. DISPUTE RESOLUTION

Any disputes arising under or in connection with this MOU that cannot be resolved by amicable discussions between the Parties shall be referred to the signatories of this MOU or his/her successor, or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties without reference to any international tribunal.

10. SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health 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.

11. NON-BINDING NATURE OF THIS MOU

Despite the statements and obligations expressed herein and save for Clauses 5, 6, 7 and 9, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties. Clauses 5, 6, 7 and 9 shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.

12. NOTICE

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 of **RSM's N. N. Sattha College of Pharmacy**, as the case may be, shown below or to such other address or electronic mail address 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 which is duly acknowledged;

(a) **N. N. Sattha College of Pharmacy**

Address : Opposite to Anand Dham, Station Road, Ahmednagar
Tel : 0241-2425999/+91-9623443179
Attn : Dr. V.V. Pande
Email : principalnnscoop@gmail.com

(b) **(INSTITUT TEKNOLOGI SUMATERA) (ITERA)**

Address: Biomedical Engineering Program, Faculty of Industrial Technology (FTI), Institut Teknologi Sumatera (ITERA), Jalan Terusan Ryacudu, Desa Way Hui, Kecamatan Jatiagung, Lampung Selatan 35365, Indonesia.
Tel : (+62-721) 8030188 / (+62) 822 3112 5091
Attn : Rudi Setiawan, S.T., M.T.
Email : rudi.setiawan@bm.itera.ac.id

13. Assignment

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

14. E-Communication and Signature

The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other party without having to communicate the same on paper. Any communication subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

IN WITNESS WHEREOF the Parties hereto have caused this MOU to be duly executed on the day and year first above mentioned.

SIGNED for and on behalf of
RSM's N. N. Sattha College of Pharmacy




.....
Dr. Vishal V. Pande
Principal of RSM's N.N. Sattha
College of Pharmacy

Date : 1/11/2024

Witnessed by:


.....

Dr. Vikas Gawali
Head of Department of RSM's N.
N. Sattha College of Pharmacy

Date : 1/11/2024

SIGNED for and on behalf of
INSTITUT TEKNOLOGI SUMATERA (ITERA)




.....
Prof. I Nyoman Pugeg Aryantha,
Ph.D.
Rector of Institut Teknologi Sumatera

Date : 1/11/2024

Witnessed by:


.....

Hadi Teguh Yudistira, S.T., Ph.D.
Dean of The Faculty of Industrial
Technology, Institut Teknologi
Sumatera

Date : 1/11/2024