



MEMORANDUM OF UNDERSTANDING
between
ASIAN INSTITUTE OF TECHNOLOGY
and
DIPONEGORO UNIVERSITY



This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the cooperation between the Asian Institute of Technology (hereinafter referred to as **AIT**), located at Km. 42 Paholyothin Highway, Klong Neung, Klong Luang, Pathumthani, Thailand and Diponegoro University (hereinafter referred to as **Undip**) located at Prof. Soedarto, SH, Tembalang, Semarang, Central Java, Indonesia 50275.

The **Asian Institute of Technology (AIT)** is an international institute of higher learning. It is Asia's pioneer institution established in 1959 to help meet the region's growing needs for advanced learning in engineering, science, technology and management, research and capacity building. AIT's mission is to develop highly qualified and committed professionals who will play a leading role in the sustainable development of the region and its integration into the global economy. AIT is based in Thailand and has affiliated centers in other parts of the world.

Diponegoro University was a private university established on January 9th 1957 and changed its status to state university, which is then legally confirmed through government decree on its 3rd anniversary. As one of the best university in Indonesia which is committed to hold excellent teaching and learning process, as well as continue to develop research and their application, Undip has a vision to be an outstanding research university by the year of 2020.

ARTICLE I: PURPOSE

The purpose of this MoU is to enable cooperation between AIT and Diponegoro University for establishing a concrete framework for cooperation on the research, expertise and development in field of education.

ARTICLE II: SCOPE

The areas of cooperation will include all programs offered at each institution, which is determined to be desirable and feasible for the achievement of these objectives. However, any specific program shall be subject to the availability of funds and the mutual agreement of the institutions. Such programs may include:

- a. Exchange of faculty members
- b. Exchange of students
- c. Joint research projects
- d. Joint conferences
- e. Joint cultural programs
- f. Joint publication

ARTICLE III: DURATION, TERMINATION, AND AMENDMENT

- 3.1 This MoU will be effective from the date of signing by both parties up to a period of 3 years, and may be subject to extensions by mutual consent of the parties in writing.
- 3.2 Either party may terminate this MoU by giving three months advance notice in writing to the other party.
- 3.3 The provisions of this MoU may be amended at any time with the mutual consent of the Parties in writing.
- 3.4 The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

ARTICLE IV: SPECIAL PROVISIONS

- 4.1 Each party will consult with and take approval of the other party to use the latter's name, the names of the latter's officials/faculty members, and the logo for the activities under this MoU, and dissemination of results, on a case-by-case basis.
- 4.2 Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).
- 4.3 This Memorandum of Understanding shall be governed and construed under the laws of the Kingdom of Thailand or of Republic Indonesia depending upon where the activities take place.
- 4.4 The two parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU or any subsequent associated agreement informally. Any dispute, controversy or claim arising under, out of or in connection with agreement shall be settled amicably. If an amicable solution cannot be reached for any reason, within 60 days, the most diligent party shall refer the dispute to mediation. If the mediation is not conclusive for any reason within 60 days, the most diligent party may refer the dispute to the competent jurisdiction in Thailand.
- 4.5 In the event of the occurrence of a force majeure, which causes Party to be unable to perform its obligations under this Agreement, the Party unable to perform shall promptly notify the other Party and further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

ARTICLE V: CONTACT PERSONS (DETAILS)

Head	Vice Rector for Development and Cooperation
External Relations and Communications Office	Diponegoro University
Asian Institute of Technology	Jl. Prof. Soedarto, SH Tembalang
P.O.Box 4 Klong Luang	Semarang 50275
Pathumthani 12120	Central Java
THAILAND	INDONESIA
Tel.: +66 (0)2 524 6299	Tel.: +62247460017
Fax.: +66 (0)2 524 5069	Fax.: +62247460017
Email: head-erco@ait.asia	Email: pr4@undip.ac.id

This MoU is prepared in two identical copies. Each party holds one original copy duly signed by the President of AIT and the Rector of Diponegoro University.

Signed for and on behalf of:

Asian Institute of Technology

Diponegoro University



Prof. Worsak Kanok-Nukulchai

Prof. Sudharto P. Hadi, MES., Ph.D

President

Rector:

Date: 21 APR 2015

Date: March, 31, 2015