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# **LETTER OF INTENT**

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## **UNIVERSITI MALAYSIA SABAH**

## AND

**UNIVERSITAS NEGERI JAKARTA** 

Letter of Intent for the Research Collaboration between Universiti Malaysia Sabah and S1 Management Study Program Faculty of Economics Universitas Negeri Jakarta.

Whereas the representatives of:

The Universiti Malaysia Sabah, a university established under the laws of Malaysia and having an address at Jalan UMS, 88400 Kota Kinabalu, Sabah, Malaysia as for the purpose of this Agreement is represented by its Faculty of Business and Economics (hereinafter referred to as "UMS").

S1 Management Study Program Faculty of Economics Universitas Negeri Jakarta having its address at Jl. Rawamangun Muka, Jakarta Timur, Indonesia (hereinafter referred to as "S1 Management FE UNJ"); AND

Have met and commenced discussions concerning collaborative research and development activities which are hereby particularized in this Letter of Intent as follows:

- 1. The collaboration between the Parties shall be undertaken with the objective of promoting research and development endeavor to increase international recognition.
- 2. The Parties recognize that there is a need for greater participation by university scholars in research, education and information exchange in conducting joint webinar, seminar, international conference, lecturer exchange, student exchange, community outreach and that the Parties are committed to this effort.
- 3. The Parties hereby agree to conduct various activities over time, subject to entering into appropriate written agreements and identifying available sources of funding and suitable investigators.
- 4. The Parties agree that the representative of both parties shall conduct periodic meetings or phone calls to discuss ideas for any activities or projects.
- 5. For this purpose, the designated representative for the Universiti Malaysia Sabah shall be the Program Head of Financial Management and Banking, Faculty of Business and Economics, Universiti Malaysia Sabah and the designated representative for the S1 Management Study Program Faculty of Economics Universitas Negeri Jakarta shall be the Coordinator of S1 Management Study Program, Faculty of Economics, Universitas Negeri Jakarta.
- 6. This Letter of Intent shall take effect upon signing thereof for a period of two (2) years and may be extended for such further period as may be agreed by the Parties in writing.

#### 7. Confidential Information

- 7.1. All information and/or data that may be exchanged, acquired, and shared in connection with the areas of collaboration between the Parties pursuant to this Letter of Intent shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving Party to any third party without the prior written consent of the disclosing Party unless otherwise the same has already been in the public domain. This obligation shall continue to bind the Parties hereto notwithstanding the termination of this Letter of Intent.
- 7.2. The confidentiality obligations under the Clause 7 shall survive the expiry of this Letter of intent for a period of two (2) years.

### 8. Intellectual Property

- 8.1. Any intellectual property in the Confidential Information which has been disclosed by one Party to the other shall remain the property of the Party malting the disclosure, notwithstanding any use of the Confidential Information by the other Party or incorporation of the Confidential Information into any document, analysis or report (whether written or electronic).
- 8.2. Nothing contained in this Letter of Intent shall prejudice or otherwise limit the rights of either Party in respect of any intellectual property in the Confidential Information.
- 8.3. This Letter of Intent shall not be construed to:
  - (a) Grant either Party any license or rights in respect of the intellectual property in any Information (including the Confidential Information) which has been disclosed to; or
  - (b) Require either Party to disclose any Information (or the intellectual property in any Information) to the other party.
- 9. Except for the Clauses 7 and 8 hereinabove, the Parties agree that this Letter of Intent shall not be a legally binding agreement. It merely expresses the intentions and understanding of the parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- 10. It is agreed that the terms and conditions of any agreed programme and activity contemplated in this Letter of Intent shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties wherever applicable PROVIDED ALWAYS that the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.
- 11. The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this Letter of Intent, including without limitation its own costs and expenses in travel and accommodation.

In witness whereof, the parties hereto have offered their signatures:

Dated 24 August 2022

Signed by, for, and on behalf of Universitas Negeri Jakarta

ASSOC. PROF. DR. ARI SAPTONO

Dean

NAN KEBUDAYAAN REGER PA

Faculty of Economics

Signed by, for and on behalf of

University Malaysia Sabah

UNIVERSITI

ASSOC. PROF. DR. MOHD RAHIMIE BIN ABD KARIM

Dean

Faculty of Business, Economics and Accountancy





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# UNIVERSITI MALAYSIA SABAH AND STATE UNIVERSITY OF JAKARTA

Letter of Intent for the Research Collaboration between Universiti Malaysia Sabah and S1 Management Study Program Faculty of Economics Universitas Negeri Jakarta

Whereas the representatives of:

The Universiti Malaysia Sabah, a university established under the laws of Malaysia and having an address at Jalan UMS, 88400 Kota Kinabalu, Sabah, Malaysia as for the purpose of this Agreement is represented by its Faculty of Business and Economics (hereinafter referred to as "UMS"); AND

S1 Management Study Program Faculty of Economics Universitas Negeri Jakarta, a company incorporated in 2004 pursuant to the decree of 4883/D/2004, having its address at Jl. Rawamangun Muka, Jakarta Timur, Indonesia (hereinafter referred to as "S1 Manajemen FE UNJ")

Have met and commenced discussions concerning collaborative research and development activities which are hereby particularized in this Letter of Intent as follows:

- 1. The collaboration between the Parties shall be undertaken with the objective of promoting research and development endeavor to increase international recognition.
- 2. The Parties recognize that there is a need for greater participation by university scholars in research, education and information exchange in conducting joint webinar, seminar, international conference, lecturer exchange, student exchange, community outreach and that the Parties are committed to this effort.
- The Parties hereby agree to conduct various activities over time, subject to entering into appropriate written agreements and identifying available sources of funding and suitable investigators.
- 4. The Parties agree that the representative of both parties shall conduct periodic meetings or phone calls to discuss ideas for any activities or projects.
- 5. For this purpose, the designated representative for the Universiti Malaysia Sabah shall be the Program Head of Financial Management and Banking, Faculty of Business, Economics and Accountancy, Universiti Malaysia Sabah and the designated representative for the S1 Management Study Program Faculty of Economics Universitas Negeri Jakarta shall be the Coordinator of S1 Management Study Program, Faculty of Economics, Universitas Negeri Jakarta.
- 6. This Letter of Intent shall take effect upon signing thereof for a period of two (2) years and may be extended for such further period as may be agreed by the Parties in writing.

#### 7. Confidential Information

- 7.1All information and/or data that may be exchanged, acquired, and shared in connection with the areas of collaboration between the Parties pursuant to this Letter of Intent shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving Party to any third party without the prior written consent of the disclosing Party unless otherwise the same has already been in the public domain. This obligation shall continue to bind the Parties hereto notwithstanding the termination of this Letter of Intent.
- 7.2 The confidentiality obligations under the Clause 7 shall survive the expiry of this Letter of intent for a period of years.

## 8. Intellectual Property

- 8.1 Any intellectual property in the Confidential Information which has been disclosed by one Party to the other shall remain the property of the Party malting the disclosure, notwithstanding any use of the Confidential Information by the other Party or incorporation of the Confidential Information into any document, analysis or report (whether written or electronic).
- 8.2Nothing contained in this Letter of Intent shall prejudice or otherwise limit the rights of either Party in respect of any intellectual property in the Confidential Information.
- 8.3This Letter of Intent shall not be construed to:
- (a) grant either Party any license or rights in respect of the intellectual property in any Information (including the Confidential Information) which has been disclosed to; or
- (b) require either Party to disclose any Information (or the intellectual property in any Information) to the other party.
- 9. Except for the Clauses 7 and 8 hereinabove, the Parties agree that this Letter of Intent shall not be a legally binding agreement. It merely expresses the intentions and understanding of the parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- 10. It is agreed that the terms and conditions of any agreed programme and activity contemplated in this Letter of Intent shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties wherever applicable PROVIDED ALWAYS that the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.
- 11. The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this Letter of Intent, including without limitation its own costs and expenses in travel and accommodation.

In witness whereof, the parties hereto have offered their signatures:

August 24, 2022

Signed by, for, and on behalf of

Jakarta State University

PROF. DR. ARI SAPTONO, S.E., M.Pd.

Dean

Faculty of Economics

Signed by for and on behalf of Universiti Maleysia Sabah

UNIVERSITI MALAYSIA

ASSOC. PROF. DR. MOHD RAHIMIE BIN ABDUL KARIM

Dean

Faculty of Business, Economics, and Accountancy