UMY
UNIVERSITAS MUHAMMADIYAH YOGYAKARTA
Unggul & Islami

FINLAND UNIVERSITY

MEMORANDUM OF UNDERSTANDING

between
UNIVERSITAS MUHAMMADIYAH YOGYAKARTA
Yogyakarta, Indonesia
and
FINLAND UNIVERSITY Inc., Helsinki, Finland

1. Preamble

In accordance with the mutual desire to foster cooperation between Universitas Muhammadiyah Yogyakarta (hereinafter referred to as "UMY") and Finland University Inc., (Finland University, Mannerheimintie 20 B, 00100 Helsinki, Finland, Business ID2580777-5, hereinafter referred to as "FinUni"), represented by its duly authorized representative EVP Pasi Kaskinen, residing in Helsinki, Finland) and to explore the potential for collaboration in the areas set out below, the two institutions have agreed to sign the following Memorandum of understanding (MoU).

Whereas, UMY and FinUni agree to enter into the "Collaboration" (hereinafter referred collectively as "the Collaboration").

2. Areas for potential collaboration

Based on the principles of mutual benefit and respect, both institutions intend to explore opportunities for:

a) Faculty and staff mobility between the two institutions;
b) Seeking the possibilities to development of joint curricula in the field of education
c) Special projects to be determined later
d) All of above with special reference to the cultural, economic, ethical, political and social implications of contemporary technology in the global context.

3. Implementation of Memorandum

Both institution agree that specific projects and activities shall be developed for implementation of this Memorandum, based on discussions and negotiations between the two institutions. Agreements or contracts shall be signed separately to carry out these projects and activities.

Both institutions agree that all financial arrangements shall be discussed and determined based on specific projects and activities, and will depend on the availability of funding.

This MoU shall become effective upon the date of signature by the representatives of the two institutions and shall remain valid for a period of five years. This MoU shall be renewed by mutual consent.

If this MoU is executed in more than one language, the English version shall control in the event of inconsistency in statement or interpretation of terms.

The implementation of the Collaboration as referred to above is subject to concluding separate written agreements where the content, scope, financing and other conditions regarding the

respective items are agreed between the parties. This MOU does not, however, constitute any binding promise to enter into any such separate written agreement. In the case of reaching mutual agreement on the implementation of the Collaboration and the Items, details of Items shall be attached to this MOU and/or added as an Addendum.

Whereas, the Collaboration shall be implemented in Indonesia, Finland, and/or other countries relevant to the activities as agreed separately by the parties in writing.

A party is not responsible towards the other party for any indirect, incidental or consequential damage or costs. This MOU shall be governed by the laws of Finland excluding its choice of law provisions. The Parties shall try to resolve any dispute, controversy or claim concerning or related to this MOU by negotiations. In the event no settlement can be reached by means of negotiations, any dispute, controversy or claim arising out of or relating to this MOU, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Central Chamber of Commerce of Finland. Arbitration shall take place in Helsinki, Finland in the English language. All arbitration awards shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.

This MOU shall be valid from the date of signature by each Party until 31.12.2022, unless, prior to such date, the Parties agree in writing upon extension or termination thereof.

This MOU is made in two identical originals, each one having equal force and effect. The parties to this MOU have read and understood its entire substance and acknowledge that all terms and contents in this MOU are important and correct. Any changes, additions and amendments to this MOU shall be made in writing. The parties hereby sign their names in the presence of witnesses and retain one copy each.

The parties agree that as an essential proposition to any cooperative endeavor, all participants in programs created pursuant to this Agreement will be selected with full respect for equal opportunity for all persons in accordance with the policies of each party and without regard to the race, sex, age, national origin or religious affiliation of participants or candidates for participation.

Both institutions agree that all specific financial agreements are to be negotiated separately for each component and are dependent on mutual interest and on the availability of funds from the public and private sectors, and/or international organizations. Each institution will designate a contact person to develop and coordinate specific activities or programs.

Any difference or dispute that may arise out of the interpretation or application of the Memorandum of Understanding shall be settled amicably through consultation or negotiation between the parties.

Dr. Ir. Gunawan Budiyanto, M.P
Rector
Universitas Muhammadiyah Yogyakarta

Date 30/10/2017

witness

Pasi Kaskinen
Ececutive Vice President
Finland University

Date 30.10.2017

witness