

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF ALGARVE, PORTUGAL
AND
UNIVERSITY OF UDAYANA, INDONESIA**

THE UNIVERSITY OF ALGARVE, hereinafter referred to as “UAlg”, established at *Campus da Penha*, in Faro, Portugal, with the legal person identification number 505 387 271, represented by the Rector, Professor António Manuel da Costa Guedes Branco, and shall include its lawful representatives and permitted assigns of the first party.

and

THE UNIVERSITY OF UDAYANA hereinafter referred to as “UNUD”, a State University, having its registered office at Kampus Bukit Jimbaran, Bali, Indonesia, represented by the Rector, Professor Ketut Suastika, M.D and shall include its lawful representatives and permitted assigns of the second party.

The University of Algarve, and the University Udayana (UNUD) hereinafter referred to as the “Parties”;

Considering their common interest in promoting the mutual cooperation in the area of education and research;

Desiring to expand the basis for academic and educational cooperation; and

Pursuant to the prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Portugal and the Government of Indonesia, concerning academic and educational cooperation;

HAVE AGREED as follows:

**ARTICLE I
OBJECTIVE**

The objective of this Memorandum of Understanding is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between the Parties. The Parties will encourage direct contact and cooperation between their faculty and administrative staff, departments and research institutions.

**ARTICLE II
SCOPE OF COOPERATION**

The Parties undertake to promote and develop academic cooperation in the following ways:

1. Visit by, and exchange of graduate and undergraduate students for study and research;



2. Visiting and exchange – of staff for research, teaching and discussion;
3. Scientific and technical cooperation in relevant areas;
4. Exchange of information, including, but not limited to, exchange of library materials and research publications; and
5. Cooperation in some areas of education and training, including (but not limited to) activities such as joint conferences, seminars, meetings and similar.
6. Development and promotion of other academic cooperation as mutually agreed.

ARTIICLE III FUNCTIONING

1. The implementation of this Cooperation Agreement will be defined case by case, through the celebration of Specific Cooperation Agreements or through written correspondence between those duly designated as Signatory in each institution.
2. The Signatories may, whenever they so wish, nominate representatives and give them the powers of signature and execution of further Specific Agreements that are celebrated under this Cooperation Agreement.
3. Further agreements will take into account the specificities of each action, which must be properly outlined, in particular as regards the definition of objectives, the methodologies to be applied, the means of provision and the financial resources involved.

ARTIICLE IV OBLIGATION OF THE PARTIES

In order to establish the intended cooperation correctly, each party, after consultation, undertakes to make available to the other the means necessary to implement the agreed measures, respecting the rules established between them and without prejudice to its normal operation.

ARTICLE V INTELLECTUAL PROPERTY RIGHTS AND DISCLOSURE OF INFORMATION

1. If either Party wishes to disclose confidential data and/or information resulting from the cooperative activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made; and
2. Any arrangement arising from this Memorandum of Understanding involving intellectual property rights pertaining to research, publication, and/or commercial purposes shall be determined by specific arrangements to be agreed upon by the Parties at the time and included in a formal agreement.



ARTICLE VI SETTLEMENT OF DIFFERENCES

Any differences arising out of the interpretation and/or the-implementation of this Memorandum of Understanding shall be resolved amicably through consultation and/or negotiation by the Parties.

ARTICLE VII AMENDMENT

This Memorandum of Understanding may be amended at any time, by mutual written consent of the Parties. Such amendment shall come into effect on the date as may be determined by the Parties and shall form an integral part of this Memorandum of Understanding.

ARTIICLE VIII PUBLICATIONS

All publications resulting from actions taken under this Agreement shall be properly referenced concerning their authorship and participating institutions.

ARTIICLE IX ENTRY INTO FORCE, DURATION AND TERMINATION

1. This agreement will remain in place for the period of five years (**03/10/2016 to 02/10/2021**), and coming into effect upon the date of signature of both parties, and may be reviewed at any time.
2. The agreement may be rescinded at any time by agreement of both parties, or terminated by either party by registered letter sent to the other party with at least 30 days' notice.
3. In case of rescission or termination of this agreement, both parties are obliged to fulfil the obligations set out under its agreements.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.

Signed on behalf of
University of Algarve,



Professor António Manuel da Costa Guedes
Branco

Signed on behalf of
University of Udayana,



REKTOR

Professor Ketut Suastika, MD
Rector