

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF HKBP NOMMENSEN
AND
EVANGELICAL LUTHERAN CHURCH IN AMERICA (ELCA)
ON
ACADEMIC AND EDUCATIONAL COOPERATION INCLUDING SOCIAL WORKER

The University of HKBP Nommensen, Medan Indonesia and Evangelical Lutheran Church in America (ELCA) hereinafter referred to as the "Parties"

Considering their common interest in promoting the mutual cooperation in the area of education and research including social worker

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 their staffs, department and research institutions.

ARTICLE II
SCOPE OF COOPERATION

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

1. To conduct academic activities such as seminars, workshop, research and community service in North Sumatra
2. To share knowledge in education, research and community service
3. Visit and exchange of staff for research, teaching and discussions;
4. To conduct exchange of information including, but not limited to, exchange of library materials

ARTICLE III
PLAN OF OPERATION

1. A detailed description of the scope of activities shall be defined in a Plan of Operation which constitutes an integral part of this Memorandum of Understanding.
2. The Plan of Operation will include such items as:
 - a. Elaboration of the responsibilities of each institution for the agreed upon activity;
 - b. Schedules for the specific activity;
 - c. Budgets and sources of financing for each activity; and
 - d. Any other items deemed necessary for the efficient management of the activity.

**ARTICLE IV
FINANCIAL ARRANGEMENT**

The Parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

**ARTICLE V
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The Parties agree that any intellectual property right arising under the implementation of this Memorandum of Understanding that it Jointly developed will be jointly owned and:
 - a. Each Party shall be allowed to use such intellectual property for the purpose of maintaining, adapting and improving the relevant property;
 - b. In the event the intellectual property is used by the the Party and/ or institution on behalf of the Government for commercial purposes, the other Party shall entitle to obatin equitable portion of royalty;
 - c. Nothing in this Memorandum of Understanding shall be construed as warranty or representation by the Parties as to the title of any of the intellectual property disclosed hereunder or that anything made, used, sold or otherwise disposed of in connection with the same, or with intellectual property arising under the implementation on this Memorandum of Understanding, is or will be free from infringement of intellectual property rights of any third party.
2. if either Party wishes to disclose confidential data and/ or information resulted from the cooperation activities under this Memorandum of Understanding to any third party, the disclosing Party must obatin prior consent from the other Party before any disclosure can be made; and
3. Any further arrangement of all intellectual property rights pertaining to research, publication, and commercial puposes produced under the terms of this Memorandum of Understanding shall be determined by spesific arrangements to be agreed upon by the Parties.

**ARTICLE VI
LIMITATION OF PERSONNEL ACTIVITIES**

The Parties shall ensure that their personnel engaged in the activities under this Memorandum of Understanding will not engage in political affairs and any ventures or activities in outside the program of cooperation under this Memorandum of Understanding.

**ARTICLE VII
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 VIII
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.

**ARTICLE IX
ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding shall enter into force on the date of its signing.
2. This Memorandum of Understanding shall be valid for a period of 5 (five) years, unless it is terminated at any time by either Party by giving written notification to the other Party 2 (two) months in advance or for cause.
3. The termination of this Memorandum of Understanding may not affect the validity and duration of any on-going projects or activities until the completion of such projects or activities but such activities can be terminated under the terms of operation established for any such activity or project.
4. Any notification on amendments or termination of this Memorandum of Understanding will be sent in written form (e-mail, fax or regular mail) to the signators listed below.

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


Signed in duplicate in both Medan, Indonesian and Chicago, Illinois in the English language, both texts being equally authentic.

For
The University of HKBP Nommensen

For
ELCA Global Mission



Dr. Ir. Jongkers Tampubolon, MSc
Rector



Rev. Rafael Malpica Padilla
Executive Director, ELCA Global Mission

Date: 08-02-12

Date: 2-6-12