



Memorandum of Understanding

between

the Universitas Bengkulu (Fakultas Hukum)
Bengkulu
Indonesia

and

Maastricht University (Faculty of Law)
Maastricht
The Netherlands

regarding

Future Academic Cooperation

Universitas Bengkulu (Fakultas Hukum), established in Indonesia, of which the registered office is at Jalan WR Supratman Kandang Limun, Bengkulu, Indonesia, for this agreement represented by its legal representative **M. Abdi, S.H., M.Hum**, hereinafter referred to as **UNIB**;

and

Maastricht University (UM, Faculty of Law), established in the Netherlands, of which the registered office is at Minderbroedersberg 4-6, Maastricht, the Netherlands, for this agreement represented by its legal representative **Prof.Dr. H. Schneider**, hereinafter referred to as **UM**;

Whereas:

the Faculties of Law of the contracting universities wish to cooperate in the field of legal education and legal research;

UNIB recognizes the importance of the method of problem based learning applied at UM and UM is willing to assist UNIB in implementing elements of this method in its own curriculum;

the contracting parties therefore agreed to enter into an agreement for academic cooperation and exchange in the field of law and legal education;

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Article 1 Purpose and Objective

1. The area of cooperation will be the advancement of teaching methods in legal education at UNIB and the mutual exchange of knowledge, methods and insights regarding law and legal education.
2. The objective is to strengthen ties between the parties and to promote academic cooperation to the benefit of both parties and their staff members in the Faculties of Law.

Article 2 Activities

The activities under this Memorandum of Understanding may include:

A. Knowledge Exchange

Both parties intend to make available and exchange relevant knowledge concerning (the development of) legal education and law as can be found in the publications of their staff members.

B. Expert Advice

Both parties intend to give the other party advice concerning subjects that are within the field of expertise of their staff members.

C. Capacity Building

The parties intend to cooperate in developing and maintaining the expertise of their staff members regarding law and legal education, for instance by teaching activities undertaken by their staff members on a voluntary basis.

D. Research Cooperation

The two universities intend to cooperate in research. Research cooperation may entail cooperation between senior experts as well as jointly supervising research work of junior researchers. Specific proposals will be mutually agreed upon by faculty and staff of both institutions. The form of cooperation may vary with the goal of each project.

E. Academic Staff Exchange

Visits by academic staff members will be encouraged for the mutual benefit of both parties. Suitable arrangements will be made for the exchange of visiting scholars for collaboration in research, teaching or other activities. In the absence of any specific agreement to the contrary, all expenses of salary, insurances, travel and living and allied costs will be the responsibility of the visiting scholar's home institution. The host institution will provide the normal services for visiting scholars including the use of library facilities.



Article 3 Contributions of the Parties

1. In accordance with the prevailing laws and regulations in Indonesia and The Netherlands, and subject to personnel and budget limitations, the contracting parties will;

- a. seek funding for joint activities from external sources;
- b. provide necessary funding to assist in the implementation of activities if and only if jointly agreed upon;
- c. assign qualified experts and lecturers to assist in the implementation of activities under this agreement, when these experts and lecturers agree to participate;
- d. accept academic staff members from the partner university as visitors and provide them with the normal services for visitors including library facilities.

2. The parties shall negotiate with each other regarding any step to be taken under this agreement. These steps must meet mutual agreement before any activity can be undertaken.

3. Both parties understand that all financial arrangements will have to be negotiated, must meet mutual agreement and will depend on the availability of funds.

4. Under no circumstances this agreement shall create any liabilities between the contracting parties.

Article 4 No Agency

1. Nothing in this Memorandum of Understanding shall constitute any party an agent, partner or representative of the other party.

Article 5 Duration of this agreement

1. This agreement comes into force at the date it has been signed by both parties. The agreement shall remain in force for a period of five years from the date of the last signature. The agreement may be extended by mutual consent of the two parties.

2. Either party may terminate this agreement at any time by nine months notice in writing, including emails.

Article 6 Language

All communication between the parties and staff members under this agreement shall be in English.




UM 002


Article 7 Settlement of disputes

Any differing viewpoints and interpretations of this Memorandum of Understanding shall be settled by mutual consultation or negotiation on basis of the principles of good faith.

Signed for and on behalf of
Universitas Bengkulu

Signed for and on behalf of
Maastricht University


Name, Date, Place
M. Abdi, S.H., M.Hum.
March 9, 2015
Bengkulu Indonesia


Prof. Dr. H. Schneider
February 4, 2015
Maastricht (The Netherlands)



