

MEMORANDUM OF UNDERSTANDING

ON COOPERATION IN THE FIELD OF HIGHER EDUCATION AND RESEARCH

between

**THE FEDERAL MINISTRY OF SCIENCE AND RESEARCH
OF THE REPUBLIC OF AUSTRIA**

and

**THE MINISTRY OF NATIONAL EDUCATION
OF THE REPUBLIC OF INDONESIA**

The Federal Ministry of Science and Research of the Republic of Austria and the Ministry of National Education of the Republic of Indonesia hereinafter referred to as "the Sides";

REFERRING to the Agreement between the Government of the Republic of Austria and the Government of the Republic of Indonesia in the field of Culture, Education, Science and Research, signed in Vienna on 18th November 1974;

TAKING INTO ACCOUNT the Memorandum of Understanding between the Federal Ministry of Education, Science and Culture of the Republic of Austria and the State Ministry of Research and Technology of the Republic of Indonesia concerning Cooperation in the Areas of Science and Research, signed in Vienna on November 29, 2006;

RECOGNIZING the importance of principles of sovereignty, equality and mutual benefit on higher education, training and research in the national development of each country;

DESIRING to increase bilateral cooperation and mutual assistance in the provision of higher education, training and research in their respective countries;

ACKNOWLEDGING the achievements already obtained in these areas, including within the framework of ASEA-UNINET;

BELIEVING that the cooperation would benefit the Sides;

PURSUANT to the prevailing laws and regulations in their respective countries as well as the procedures and policies on higher educational and research cooperation;

HAVE COME TO THE FOLLOWING UNDERSTANDING:

ARTICLE 1 OBJECTIVES

The objective of this Memorandum of Understanding (MoU) is to promote mutual cooperation in higher education, training and research on a reciprocal basis and to promote mutual cooperation for the advancement of knowledge and intellectual development.

ARTICLE 2 SCOPE OF COOPERATION

The present MoU will have the following scope of cooperation:

1. to facilitate the exchange programmes between higher education institutions of the Sides;
2. to support and facilitate cooperation between recognized higher education institutions, inter alia the possibility of credit transfers, and the exchange of academic staff and experts;
3. to facilitate the exchange of students for the purpose of study or research for a duration of terms and conditions to be jointly decided by the relevant authorities of the Sides;
4. to encourage joint research and international publications;
5. mutual recognition of degrees and professional qualifications awarded by the competent authorities according to national laws;
6. to provide scholarships to students of the Sides, on the availability of financial means.

ARTICLE 3 FUNDING

The cost of the cooperative activities under this MoU will be funded on terms to be mutually determined by the Sides and will be subject to the availability of funds.

ARTICLE 4 PARTICIPATION OF OTHER INSTITUTIONS

If it is deemed necessary, the Sides may invite other government and non-governmental institutions to implement this MoU in accordance with the applicable laws in their respective countries.

ARTICLE 5 IMPLEMENTATION AND COORDINATION

The Sides will implement the MoU through specific arrangements, programmes or projects by making optimal use of bilateral and EU funding schemes.

Each Side will designate a coordinator from the respective ministry to facilitate cooperation as laid out in this MoU.

The coordinators will monitor, assess and steer the activities carried out under this MoU and create favourable conditions for its implementation.

Meetings of the coordinators, with participation by representatives of other institutions as appropriate, will be held as and when required.

For the Austrian Side the Austrian Agency for International Cooperation in Education and Research (OeAD-GmbH) will facilitate the implementation of the programme in cooperation with the ASEA-UNINET.

Both Sides support the cooperation between universities in Austria and Indonesia, including the ASEA-UNINET.

ARTICLE 6 SUSPENSION

Each Side reserves the right, for reasons of security, public order or public health, to suspend temporarily, either in whole or in part, the implementation of this MoU. The suspension shall be effective thirty (30) days after notification has been given to the other Side through diplomatic channels.

ARTICLE 7 INTELLECTUAL PROPERTY RIGHTS

Each Side will protect, within its territory, intellectual property rights of the other Side in accordance with the domestic law in force in their respective country.

In case specific arrangements, programmes or projects may result in intellectual property, the Sides will conclude separate arrangements in accordance with their respective domestic law in force.

ARTICLE 8 SETTLEMENT OF DIFFERENCES

Any dispute or difference arising from the implementation of the provisions of this MoU will be settled amicably by consultation or negotiation between the Sides.

ARTICLE 9 AMENDMENT

This MoU may be reviewed and amended at any time, by mutual written consent of the Sides. Such revisions or amendments will come into effect on the date as may be determined by the Sides and will form an integral part of this MoU.

**ARTICLE 10
FINAL PROVISIONS**

This MoU will become effective on the date of its signing.


This MoU will remain effective for a period of 4 (four) years and may be extended for the same period by mutual consent of the Sides, unless either Side notifies in writing of its intention to cancel this MoU 6 (six) months in advance.

The cancellation of this MoU will not affect any arrangements, programmes, activities or projects made under this MoU until the completion of such arrangements, programmes, activities or projects.

IN WITNESS WHEREOF, the undersigned, have signed this MoU.

DONE in duplicate in Jakarta on the seventeenth day of February in the year two thousand and eleven in English, German and Indonesian languages, all texts being equally authentic.

In case of any divergence of interpretation, the English text shall prevail.



The Federal Minister for Science
and Research
of the Republic of Austria

Dr. Beatrix KARL



The Minister of National Education
of the Republic of Indonesia

Mohammad Nuh