



**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEKOLAH TINGGI SENI INDONESIA (INDONESIA INSTITUTE OF ARTS)
BANDUNG, THE REPUBLIC OF INDONESIA
AND
HEIBEI NORMAL UNIVERSITY,
THE PEOPLE'S REPUBLIC OF CHINA**

Sekolah Tinggi Seni Indonesia (STSI) Bandung, Republic of Indonesia, and Hebei Normal University, P.R. China, hereinafter referred to as the Parties;

DESIRING to promote close and friendly relations and to establish the basis for academic and educational cooperation;

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

RECOGNIZING the significant and invaluable benefits of effective cooperation in both academic and cultural exchanges;

PURSUANT to the prevailing laws and regulations in the respective countries, as well as the procedures and policies of the Government of the Republic of Indonesia and the Government of the People's Republic of China concerning academic and educational cooperation;

HAVE AGREED as follows:

**Article 1
Objectives**

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.

**Article 2
Scope of Cooperation**

1. The Scope of activities under this Memorandum of Understanding shall include cooperation in the following:

- a. Exchanges of students, lecturers, senior scholars and researchers;
- b. Exchanges of visiting groups of performing arts;
- c. Research and training on arts and culture;
- d. Other forms of cooperative activities as may be mutually agreed upon.

2. The detailed description of the scope of cooperation under this Memorandum of Understanding shall be implemented through specific arrangements to be concluded by the Parties.

Article 3 Financial Arrangement

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

Article 4 Protection of Intellectual Property Rights

1. Any intellectual property arising under the implementation of joint research projects under this Memorandum of Understanding will be jointly owned, and:

- a. Each Party shall be allowed to use such intellectual property for purposes of maintaining, adapting and improving the relevant property.
- b. In the event that intellectual property is used by a third party with the permission of either Party for commercial purposes, the other Party shall entitle to obtain equitable portioned royalty.

2. The Parties shall identify each other that the intellectual property rights brought by either Party into the territory of the other Party for the implementation of any project arrangements or activities is not resulted from any infringement of the third parties legitimate rights.

3. The parties shall waive each other from any claim made by a third party on the ownership and legality of the use of intellectual property rights which is brought in either party for the implementation of any project arrangements of activities.

Article 5 Limitation of Personnel Activities

In accordance with the prevailing laws and regulations of each country, the Parties shall ensure that the personnel engaged in the programs under this Memorandum of Understanding will not involve in any political affairs and/or commercial ventures or activities in Indonesia or Italy out of the devised and approved cooperative programs.

Article 6
Settlement of Differences

Any differences, controversy or dispute as in the interpretation and implementation of this Memorandum of Understanding shall be resolved amicably through consultation and/or negotiation by the Parties.

Article 7
Validity, Amendment and Termination

This Memorandum of Understanding shall enter into force on the date of its signing by the Parties.

This Memorandum of Understanding shall be valid for five years and shall remain in effect for a period of five years automatically thereafter unless either party calls upon a termination by a written notification to the other party six months prior to the expiry date.

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

The termination of this Memorandum of Understanding shall not affect the validity and duration of any on-going projects or activities until the completion of such projects or activities.

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

Signed in Bandung, on the twentysixth day of April in the year of Two Thousand and Three, in two original copies in English, and both texts being equally authentic.

For Sekolah Tinggi Seni Indonesia
(STSI) Bandung

For Hebei Normal University

Prof. Dr. Endang Caturwati, S.ST., MS
Rector

Dr. Xianlin, Xue
Director of International Office