



## Memorandum of Understanding

between

**Universidad Estatal a Distancia  
and  
Universitas Terbuka**



THIS MEMORANDUM OF UNDERSTANDING is entered into this 09 day of November 2023.

### **BETWEEN**

The **UNIVERSIDAD ESTATAL A DISTANCIA DE COSTA RICA (UNED)**, Meritorious of Education and Culture, an institution of higher distance education of the Costa Rican State, created by Law 6044 of March 3, 1977, legal document four-zero zero zero-zero four two one five one (4-000-042151), represented in this act, by Rodrigo Arias Camacho, identity card four – zero one hundred twenty-five – zero nine hundred seventy-two (4-0125-0971-2), in his capacity as Rector, according to certification of current legal status, article IV, point 1.1, held on February 20, 2019, for the period from March 9, 2019 and March 8, 2024) in the exercise of judicial and extrajudicial representation of the UNED, located in Mercedes de Monte de Oca, San José, Costa Rica.

### **AND**

**UNIVERSITAS TERBUKA (UT)**, the 45th State University in Indonesia, was inaugurated on September 4, 1984, by Decree of the President of the Republic of Indonesia No. 41 of 1984 and having its registered address at Jalan Cabe Raya, Pondok Cabe Pamulang, Tangerang Selatan 15418, Banten, Indonesia. Represented in this act by Prof. Ojat Darajat, M.Bus, Ph.D. in his capacity as Rector, appointment declared on August 24, 2021, by the Minister of Education, Culture, Research, and Technology in the exercise of the judicial and extrajudicial representation of the Universitas Terbuka, located in Pondok Cabe, Pamulang, Tangerang Selatan, Banten, Indonesia.

**NOW THEREFORE**, Universidad Estatal a Distancia, Costa Rica and Universitas Terbuka, Indonesia wish to establish the following Memorandum of Understanding (MoU), which shall lead to the signing of a Memorandum of Agreement (MoA) subsequently containing matters, but not limited to, the following

**WHEREAS** Universidad Estatal a Distancia, Costa Rica and Universitas Terbuka, Indonesia; agrees to mutually establish affiliation and cooperation in specific areas mutually beneficial and agreeable by both parties in the near future.

**WHEREAS** the collaboration between these institutions of higher learning is proposed to enhance the material, physical, and intellectual development of the students, faculty, and staff of both institutions.

### **Article 1 Scope**

Both institutions resolve to exercise reasonable efforts to:

- a. Promote academic programs collaboration in specific areas mutually beneficial to **Universidad Estatal a Distancia, Costa Rica, and Universitas Terbuka, Indonesia.**
- b. Promote cooperation in materials development and resources for the academic programs.

- c. Promote exchange of academic personnel for teaching and research in areas mutually beneficial.
- d. Promote exchange of visiting scholars from each of the institution parties in areas mutually agreeable by both parties.
- e. Promote joint research and publication in specific areas in the open and distance learning that will be mutually beneficial; and
- f. Promote other forms of cooperation mutually agreeable by both parties from time to time.

## **Article 2**

### **Nature of Cooperation**

This cooperation encompasses the areas of academic programs, administration, teaching, research, development, cultural affiliation, and other topics in accordance with their interests and internal policies.

## **Article 3**

### **Curriculum**

**Universidad Estatal a Distancia, Costa Rica and Universitas Terbuka, Indonesia** will develop the academic curriculum in specific areas mutually agreed upon and ultimately outlined in the Memorandum of Agreement (MoA).

## **Article 4**

### **Faculty**

**Universidad Estatal a Distancia, Costa Rica, and Universitas Terbuka, Indonesia** will promote and conduct the exchange of academic and related personnel, taking into consideration the specific needs of either party and mutually agreed by both parties.

## **Article 5**

### **Academic Programs**

**Universidad Estatal a Distancia, Costa Rica, and Universitas Terbuka, Indonesia** will retain full control and authority on academic matters in their respective degree and diploma programs. However, amendments and customizations to meet Indonesian and or Costa Rican Governments' regulatory compliance shall be done with mutual consent of both parties.

## **Article 6**

### **Research**

**Universidad Estatal a Distancia, Costa Rica, and Universitas Terbuka, Indonesia** shall specify the areas of research in the open and distance learning to be conducted by both institutions that will be mutually beneficial to both parties.

## **Article 7**

### **Specific agreements (Memorandum of Agreement, MoA)**

**Universidad Estatal a Distancia, Costa Rica, and Universitas Terbuka, Indonesia**, agree that for the joint implementation of the program or activities under the scope of this MoU, the corresponding units must negotiate with their competent internal departments the corresponding Agreements (MoA).

The Agreement must contain at least:

- a) Name, qualities, and representation of the PARTIES.
- b) Purpose of the execution instrument.
- c) Activities to be developed and expected results.

- d) Specific obligations and details of the resources provided by the PARTIES.
- e) Applicable and supplementary regulations.
- f) When applicable, confidentiality clauses, intellectual property rights, and protection of personal data.
- g) Instances in charge of supervision, execution, and evaluation of the execution instrument and the program.
- h) Estimated amount.
- i) Method of dispute resolution.
- j) Termination or resolution clause.

**Article 8  
Finance**

Universidad Estatal a Distancia, Costa Rica, and Universitas Terbuka, Indonesia, shall specify the financial implications (tuition fees, research grants, et cetera) of the collaboration or cooperation in the Memorandum of Agreement mutually agreed by both parties.

**Article 9  
Applicable legal framework**

This MOU is a statement of intent and does not create any legally binding obligations between the parties, nor does it place any financial obligations or supplementary funding commitments on either party. Specific activities that the parties desire to undertake require separate written agreements that detail the terms, conditions, and commitment of resources (financial or otherwise) required of each party in connection with the specific activity.

The parties agree that, without prejudice to other matters, for the purposes of this MoU and the specific execution agreements derived from it, to comply with current regulations on the following topics:

- a) Intellectual Property.
- b) Protection of personal data.
- c) Harassment or sexual or workplace harassment.
- d) Non-discrimination.

**Article 10  
Correspondence**

Notices and liaison units concerning to this Memorandum shall be provided to the Parties listed below:

<p><b>Universitas Terbuka Head Office, Indonesia</b> <b><u>Administrative:</u></b> Fauzy Rahman Kosasih Head of Office of Partnership, Protocol, and International Affairs Directorate of Marketing and Partnership Universitas Terbuka Head Office, Jalan Cabe Raya, Pondok Cabe, Pamulang, Tangerang Selatan, Indonesia <a href="mailto:Int_office@ecampus.ut.ac.id">Int_office@ecampus.ut.ac.id</a></p>	<p><b>Universidad Estatal a Distancia, Costa Rica</b> <b><u>Administrative:</u></b> Director, Internationalization and Cooperation Vice-Rector of Planning State Distance University Campus Fernando Volio Jiménez. Apdo. 474-2050 Mercedes de Montes de Oca San Jose, Costa Rica. <a href="mailto:dicuned@uned.ac.r">dicuned@uned.ac.r</a></p>
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If the PARTIES require to change their liaison unit, they must notify the counterparty in writing, at least ten calendar days in advance of the date on which the designation will take effect. To do this you must indicate your details.

**Article 11**  
**Estimate**

This MoU is not susceptible to estimation as it does not include quantifiable obligations other than the ordinary ones of both PARTIES.

**Article 12**  
**Conflict resolution**

This MoU is the product of good faith between the parties, due to which any conflicts that may arise regarding the interpretation, scope, and compliance with this agreement or any specific additional agreements will be resolved jointly in the first instance by the coordinators of each agreement or program. If the disagreement persists, and once all the necessary instances have been exhausted to find the respective solution, said the disagreement will be submitted to the rectors who will decide definitively.

**Article 13**  
**Modifications**

By common agreement between the PARTIES, any modification to the articles of this MoU must be materialized in an addendum, which will be attached and will form an integral part of it.

**Article 14**  
**Term**

This MOU is effective as of the date of the final signature below and shall remain valid for 5 (five) years, with the understanding that it may be modified only by the written mutual consent of both parties, by signing an addendum six (6) months before expiration. Either party may terminate this MoU with advance written notice to the other party of at least thirty (30) days.

**Article 15**  
**Other matters**

Any other matters not contained in this Memorandum of Understanding shall be mutually discussed and agreed upon by both parties in the Memorandum of Agreement.

This Memorandum of Understanding shall be effective upon the date of signature by the official representatives of both institutions for 5 (five) years.

Signed by:



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Rodrigo Arias Camacho  
Rector  
Universidad Estatal a Distancia, Costa  
Rica  
Date: November 9, 2023



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Prof. Ojat Darajat, M.Bus., Ph.D.  
Rector  
Universitas Terbuka, Indonesia  
Date: November 9, 2023

Witnessed by,



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**Dra. Velia Govaere Vicarioli**  
Director  
Internationalization and Cooperation  
**Universidad Estatal a Distancia, Costa Rica**

Date: November 9, 2023

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**Prof. Dr. Ali Muktiyanto, S.E., M.Si.**  
Vice Rector for Finance, Resource, and  
General Affairs  
**Universitas Terbuka, Indonesia**

Date: November 9, 2023

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