



**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH POLYTECHNIC PONTIANAK
MINISTRY OF HEALTH OF THE REPUBLIC OF INDONESIA
AND
TEHRAN UNIVERSITY OF MEDICAL SCIENCES
MINISTRY OF HEALTH AND MEDICAL EDUCATION OF THE ISLAMIC REPUBLIC OF IRAN
ON
THE SISTER UNIVERSITY COLLABORATION**

ARTICLE 1: INTRODUCTION

1. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made between:
 - a. Health Polytechnic Pontianak, of the Ministry of Health of the Republic of Indonesia (hereinafter referred to as “HPP”), and
 - b. Tehran University of Medical Sciences, The Ministry of Health and Medical Education of the Islamic Republic of Iran (hereinafter referred to as “TUMS”)Singularly referred to as “Party” and collectively referred to as “the Parties”;
2. Where:
 - a. HPP is an education institution under the Directorate General of Health Workforce, Ministry of Health of the Republic of Indonesia which have responsibility to conduct the education, research and community empowerment of Indonesian health workforce, having its registered main campus in Pontianak, Indonesia. Affiliated Schools/ Departments of HPP are Nursing, Midwifery, Medical Laboratory Technology, Dental Health, Nutritionist, and Environmental Health.
 - b. TUMS, is an educational university under the Ministry of Health and Medical Education of the Islamic Republic of Iran, which have responsibility to conduct the education, research and community empowerment of Iranian health workforce, having its registered main campus in Tehran, Iran. Affiliated Schools of TUMS are School of Medicine, School of Dentistry, School of Pharmacy, School of Public Health, School of Rehabilitation, School of Persian Medicine, School of Nursing and Midwifery, School of Allied Medical Sciences, School of Nutritional Sciences & Dietetics, School of Advanced Technologies in Medicine, and the International Campus.
3. Taking into account the Memorandum of Understanding between the Ministry of Health of the Republic of Indonesia and the Ministry of Health and Medical Education of the Islamic Republic of Iran on Health Cooperation signed in October 26th 2018.

ARTICLE 2: ACTIVITIES

Subject to the laws and regulations of both countries, the Parties through their affiliated Schools, Departments, and centers will implement the MOU through the following activities:

1. Exchange of staff and students;



2. Developing proposals for possible undergraduate or postgraduate transfers, dual diploma degree programs or cotutelle;
3. Creating opportunities for graduate and undergraduate students to take courses and to engage in internships, service learning and research at the other institution;
4. Developing proposals for possible joint research;
5. Curriculum benchmarking for International Class and adaptive learning training program;
6. Capacity building programs of faculty members and clinical instructors in health sciences;
7. Joint health research and international publication;
8. Capacity building of lecturers in conducting the lecture for international classes;
9. Exchange of academic materials;
10. Expert visit/guest lecture/internship/scholarship program;
11. Conducting joint health seminars, webinars and conferences.

ARTICLE 3: IMPLEMENTATION

1. All activities carried out under this MOU will be implemented subject to the laws and regulations of both countries.
2. Each program of activities shall be agreed in a specific Terms of Reference (TOR) concluded between the Parties or between the institutions of the Parties.
3. The provisions of the MoU shall be applied to the implementation of activities agreed on this MOU.
4. The Parties agree to conduct monitoring and evaluation of the implementation of this MOU every 1 (one) year.

ARTICLE 4: OBLIGATION

1. HPP shall conduct program activities or project of sharing knowledge and best practices, capacity building program, health research, community empowerment and development of health workforce program that will support the Ministry of Health of the Republic of Indonesia programs in national and sub-national level.
2. TUMS shall provide support in available expertise, knowledge, technology, and experiences in health programs for the development and empowerment of health workforce of both Parties.

ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS (IPR)

1. Each Party shall respect the intellectual property rights of the other Party within its country.
2. The title to, and intellectual property rights in or in relation to, any material supplied by one Party to the other Party pursuant to this MoU shall remain with the Party supplying the material and such title and rights shall be respected by the Party receiving the material at all times, notwithstanding the termination of this MoU.
3. Each Party shall be liable for any claim made by any third party on the ownership and legality of the use of the intellectual property rights which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MoU.



4. The Parties agree that any intellectual property arising under the implementation of this MoU shall 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; and
 - b. In the event the relevant intellectual property is used by the Party and/or institution on behalf of the Party for commercial purposes the other Party shall be entitled to obtain equitable portion of royalty.
5. In the event that the intellectual property arising under the implementation of this MoU cannot be jointly owned, such intellectual property shall be attributed to either Party, provided:
 - a. The Party owned such intellectual property does not commercially exploit the such intellectual property or gain any commercial benefit from the use of it; and
 - b. The Party owned such intellectual property acknowledges the other Party's contribution to the creation of the said intellectual property.
 - c. The other Party is granted free of charge, a worldwide irrevocable, royalty free licence, with a full right to sub-licence for the following permitted uses:
 - 1) non-commercial research; and
 - 2) for use in any activities relating to implementation of this MOU.

ARTICLE 6: FINANCIAL ARRANGEMENT

1. The Parties understand that all financial arrangements shall be negotiated and will depend upon the availability of funds. The Parties will endeavor to obtain external funding to support collaborative efforts.
2. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other; and each Party will bear its own cost and expenses in relation to the academic and research activities under this Memorandum of Understanding.
3. The financial arrangement to cover expenses for the cooperative activities undertaken within the framework of this MOU will be mutually agreed upon by the Parties on a case-by-case basis subject to the availability of funds and resources, in accordance with applicable laws and regulation in the respective countries of the Parties.

ARTICLE 7: FORCE MAJEURE

1. The Parties will not be deemed to be in breach of the MOU or violate its obligations under this MOU if the performance of such obligations does not occur due to force majeure circumstances arising after the date of this MOU comes into force, such as God's actions, strikes, lock outs or other industrial disruptions, action by public enemy, war whether declared or not, blockade, rebellion, riot, epidemic, landslide, earthquake, thunderstorm, flood, events out of control, civil violence and explosion.
2. The term force majeure, as used herein includes any unforeseen event, beyond the control of either party and although the Parties have completed due diligence but are still unable to be resolved.
3. If either Party considers that a state of force majeure has occurred that may affect its performance obligations under this MOU, that Party shall promptly notify the other Party by providing details of the nature, duration



and possible effects of circumstances on the implementation of the Program or Fund. The Parties shall have the good intent to determine whether part of the program may be proceeded.

ARTICLE 8: AMENDMENT

The Parties may amend any part of this MOU by mutual consent in writing. Such amendments shall come into force on such date as determined by the Parties and shall form an integral part of this MOU.

ARTICLE 9: DISPUTE, ENTRY INTO FORCE, DURATION AND TERMINATION

1. Any difference or dispute between the Parties concerning the interpretation and/ or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.
2. The MOU shall come into force on the date of its signing and be in effect for 5 years, at which time it shall be reviewed for possible extension.
3. Either Party may terminate this MOU by giving written notification to the other Party at least 3 (three) months prior to the intended date of termination.
4. The termination of this MOU shall not affect the validity of any on-going program or project made under this MOU until the completion of such program or project unless otherwise decided by the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Institutions, have signed this MOU.

SIGNED in Tehran on January 29th in the year 2024.

FOR THE HEALTH POLYTECHNIC PONTIANAK OF
THE MINISTRY OF HEALTH OF THE REPUBLIC OF
INDONESIA



Dr. Ketana Kusuma Dharma, S.Kp., M.Kes
Director

FOR TEHRAN UNIVERSITY OF MEDICAL
SCIENCES OF THE MINISTRY OF HEALTH AND
MEDICAL EDUCATION OF THE ISLAMIC
REPUBLIC OF IRAN

Prof. Hossein Ghanaati
Chancellor

Witnessed by,

drg. Arianti Anaya, MKM
Deputy Minister of Health Workforce
Ministry of Health
of the Republic of Indonesia

Dr. Abolfazl Bagherifard
Deputy Minister of Education
Ministry of Health and Medical Education of the
Islamic Republic of Iran



JOINT ACTION PLAN
IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING COOPERATION IN HEALTH
BETWEEN
HEALTH POLYTECHNIC PONTIANAK OF THE MINISTRY OF HEALTH OF THE REPUBLIC OF INDONESIA
AND
TEHRAN UNIVERSITY MEDICAL SCIENCES OF THE MINISTRY OF HEALTH AND MEDICAL EDUCATION OF THE ISLAMIC REPUBLIC OF IRAN

This action plan will be updated periodically, reflecting the activities under the MOU between the Parties as per the scope and agreed upon by both parties.

	PROGRAM	ACTIVITY	OUTPUT	TIMELINE
1	Curriculum benchmarking for International Class and adaptive learning training program	<ul style="list-style-type: none"> c. Sharing information, experiences and best practices about the national curriculum its implementation; d. Cooperation in the development of a joint curriculum for International Class and adaptive learning training program. 	<ul style="list-style-type: none"> 1. Capacity building program for curriculum development 2. Curriculum of adaptive learning training program on specific topic of mutual interest. 	2024
2	Capacity building program of faculty member and clinical instructors in health sciences	<ul style="list-style-type: none"> 1. Sharing information, experiences and practices in international standardized laboratory capacity building 2. Capacity building program for improving the competence of lecturers towards International Class Lecture. 	<ul style="list-style-type: none"> 1. International laboratory standardized improvement program 2. Lecturer and laboratory assistant training program 	2024
3	Health research and international publication	<ul style="list-style-type: none"> 1. Lecturer collaboration in carrying out joint research 2. Collaboration in publishing scientific publications through the management of scientific journals by each tertiary institution 3. Collaboration to become a reviewer in a journal 	<ul style="list-style-type: none"> 1. Joint research project 2. Produced journal articles 3. Cross reviewer on the journal 	2024
4	Exchange of faculty members and academic materials	Carry out lecturer apprenticeship	Project of lecturer internship conducted	2024
5	Student exchange program	Student exchange in the form of academic field, short course, working holiday, cultural exchange, internship, scholarship.	Design project of student exchange in the form of academic field, short course, working holiday, cultural exchange, internship developed	2025
6	Conducting joint health seminars, webinars and conferences	Resource persons of international conference activities, experts and guest lecturers.	International academic seminar and conferences, public lectures and guest lectures conducted	2024 – 2028