



MEMORANDUM OF AGREEMENT

School of Dentistry

BETWEEN

**FACULTY OF DENTAL MEDICINE,
UNIVERSITAS AIRLANGGA, INDONESIA**

AND

**SCHOOL OF DENTISTRY,
TEHRAN UNIVERSITY OF MEDICAL SCIENCES, IRAN**

THIS MEMORANDUM OF AGREEMENT ("MOA") is made:

BY AND BETWEEN

FACULTY OF DENTAL MEDICINE, UNIVERSITAS AIRLANGGA, INDONESIA, represented by Muhammad Luthfi, as Dean of Faculty of Dental Medicine, Universitas Airlangga, appointed under Rector's decree No. 910/UN3/2023 as of 1 September 2023, for and on behalf of Universitas Airlangga, of which the address is Campus A Universitas Airlangga, Jalan Mayjen Prof. Dr. Moestopo No.47, Pacar Kembang, Tambaksari, Surabaya 60132, ("UNAIR"), and shall include its lawful representatives and permitted assigns,

AND

SCHOOL OF DENTISTRY, TEHRAN UNIVERSITY OF MEDICAL SCIENCES, IRAN, represented by Bahman Seraj, D.D.S., as Dean of the School of Dentistry, appointed for and on behalf of Tehran University of Medical Sciences ("TUMS"), with the address at TUMS School of Dentistry, North Kargar St., Amirabad, Tehran 14399-55934, Iran and shall include its lawful representatives and permitted assigns.

(Hereinafter referred to as "Party" singularly and as "Parties" collectively).

In reference to the Memorandum of Understanding signed between Universitas Airlangga and Tehran University of Medical Sciences on 26 June 2024, which remains in effect until 26 June 2029.

This MOA serves as a legal document which describes the terms and details of the partnership agreement. Both Parties agree to promote academic collaboration between institutions with the purpose of improving mutual understanding between the two institutions, under the following terms:

ARTICLE 1 SCOPE AND FIELDS OF ACADEMIC COOPERATION

Each Party will, subject to the laws and regulations in force in their respective countries, endeavour to take necessary steps to encourage and promote cooperation involving the following study levels and/or programs:

1. Bachelor/Doctor of Dental Surgery
2. Master's and/or Doctoral Programs
3. Specialist and/or Fellowship Programs

with cooperation covering any of the following fields:

- A. Student exchange;
- B. Staff exchange;
- C. Organisation of scientific seminars or conferences;

- D. Joint research projects;
- E. Joint curriculum or program development;
- F. Community services;
- G. Internships;
- H. Dispatch of practitioners as lecturers;
- I. Lecturer and instructor training;
- J. Visiting professors; and,
- K. Support and/or development of joint scientific research centres or collaborative research initiatives aimed at advancing innovation and knowledge in dental medicine and related fields.

The academic link and cooperation between the Parties may be extended to other areas not mentioned above, subject to written mutual agreement.

ARTICLE 2 COMMENCEMENT, DURATION AND TERMINATION

- 1) This MOA will commence on the date of signing by the Parties or their authorised representatives and will remain to be effective for 5 (five) years from the Commencement Date. This MOA may be terminated at any time by either Party, subject to at least 6 (six) months' prior written notice of such termination to the other Party from the date of expiry or the proposed date of termination.
- 2) Notwithstanding Article 2 Point 1, the provisions of this MOA and/or of any other written agreement, in respect of any ongoing programme and cooperative work under this MOA will continue to apply until its completion, unless both Parties mutually decide in writing to an earlier termination of the said ongoing programme and cooperative work.

ARTICLE 3 REVISION, MODIFICATION AND AMENDMENT

- 1) The Parties may propose a written request for a revision, modification or amendment of all or any part of this MOA. Such revision, modification or amendment will be made into an Addendum of Memorandum of Agreement and will be submitted as part of this MOA.
- 2) Such revision, modification or amendment will enter into force on the date agreed by both Parties.
- 3) Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MOA prior or up to the date of such revision, modification or amendment.

ARTICLE 4 FORCE MAJEURE AND SUSPENSION

- 1) In the event of circumstances beyond the control of the Parties or any Force Majeure which results in the unlikelihood of carrying out the MOA altogether, the Parties, in good faith and for the sole purpose of this MOA, shall make every effort to settle the issue amicably through mutual consultation or, if necessary, mediation under mutually agreed terms.
- 2) The Parties shall be released from their respective obligations upon such event of Force Majeure, which includes, but not limited to any national emergency, war, prohibiting government regulation and/or any other causes beyond the reasonable control of the Parties which renders the execution of this MOA impossible.
- 3) In return, the Parties reserve the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOA, in which suspension will take effect immediately once notification has been given to the other Party.

ARTICLE 5 CONFIDENTIALITY

The Parties shall be held accountable for the confidentiality of any information and/or data which are exchanged, acquired and shared amongst the Parties throughout the course of activities and/or any other projects conducted in accordance with this MOA, unless such data and/or information was already publicly available prior to the execution of this MOA or becomes publicly available through no fault of either Party.

ARTICLE 6 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 1) The Parties shall uphold the integrity of Intellectual Property Rights in accordance with their respective national law, as well as other relevant regulations and code of conduct that the Parties have agreed to in advance and other international agreements that the Parties have previously signed.
- 2) The use of trademark, logo and/or any other official emblem in any publication, document and/or on paper is prohibited without prior written approval of either Party.
- 3) Notwithstanding Article 6 Point 2, the use of UNAIR's trademark, logo and/or any other written 'UNAIR' brand on the TUMS's website shall be hyperlinked to UNAIR's official website (<https://unair.ac.id/>).
- 4) Should any intellectual property emerge within the course of activities and/or any other projects conducted under this MOA, the ownership of the intellectual property will be jointly held by both Parties, with terms of usage, commercialization, and dispute resolution to be governed by a separate agreement signed by both Parties and thus referred to as "joint intellectual property".

ARTICLE 7 STUDENT EXCHANGE PROCEDURE

- 1) All exchange students will remain enrolled as students of the Home University. Any credit towards the exchange student's degree is to be awarded by the Home University, subject to its rules and regulations and approval by the relevant authority of the Home University.
- 2) The Host University will issue a formal Certificate of Participation, indicating participation of the students of the Home University in the exchange program.
- 3) If students of the Home University are academically and/or scientifically evaluated or assessed in any manner by the Host University, the Host University will issue a formal document announcing the scores or marks acquired by the students of the Home University in these evaluations and assessments.
- 4) The Home University will nominate applicants from its institution for the Exchange Programme, subject to review and acceptance by the Host University based on mutually agreed criteria and timelines.
- 5) For the administrative procedure, applicants must complete all of the required data and documents both for admission and visa applications. Further details regarding which documents must be submitted are subject to the respective regulations of the Host University.
- 6) After the exchange student's completion of the period of study, the Host University will send the academic transcripts of the student's work to the appropriate officer of the Home University.

ARTICLE 8 STAFF EXCHANGE PROCEDURE

For the staff exchange programme, a separate implementation agreement will be signed detailing the terms covering the programme, depending on which staff exchange programme applies.

ARTICLE 9 FINANCIAL ARRANGEMENTS

- 1) The Parties agree that any expenses for student exchange programmes including course materials, daily necessities, and travel shall be borne by the students.
- 2) Any expenses related to the staff exchange programme shall be borne by the participant and will be supported by the Home University, which may include covering travel expenses, per diem, and insurance, subject to the institution's internal policies.
- 3) The Host University will assist in providing accommodation and dealing with administrative procedures regarding visa application and immigration matters.
- 4) Each Party shall plan appropriate funding arrangements (e.g., honoraria and accommodation) for visiting faculty members, in consideration of the host institution's regulations.

ARTICLE 10 POINT OF CONTACT

Any communication under this MOA will be written in English and delivered via post mail to the official address and/or via email to the registered email address and/or facsimile number that the Parties have provided below, as well as to other addresses and/or facsimile numbers that either Party notify to the sender beforehand during the course of the effective years of this MOA.

Unless otherwise provided herein, any communication under this MOA shall be deemed to be duly given or made when delivered to the addresses provided in this document and/or any other contact information that the Parties have mutually agreed to in advance.

For and on behalf of Faculty of Dental Medicine, Universitas Airlangga:

Name : Prof. Dr. Muhammad Luthfi, drg., M.Kes.
Tel : +6231-5030255
Fax : +6231-5020256
E-mail : dean@fkg.unair.ac.id

For and on behalf of School of Dentistry, Tehran University of Medical Sciences:

Name : Pouyan Aminishakib, D.D.S.
Tel : (+98) 21 8835 1255
Fax : (+98) 21 8801 5800
E-mail : dentistry_intl@tums.ac.ir

ARTICLE 11 GOVERNING LAW

The governing law of this MOA should be the respective law of the origin country where the implementation of this MOA is being carried out, so long as said law does not violate the law of the other country.

All activities conducted under this MOA shall comply with the ethical standards and legal regulations of both Parties, including but not limited to academic integrity, research ethics, anti-corruption, and data protection.

ARTICLE 12 NO AGENCY

Nothing contained herein is to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 13 LANGUAGE

This MOA is made and signed in identical copies, in English and Bahasa Indonesia by the authorised representative of each university, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

ARTICLE 14 REVIEW AND RENEWAL

The Parties agree to conduct a joint review of the implementation and effectiveness of this MOA no later than six (6) months prior to its expiration. Subject to mutual agreement, this MOA may be renewed or revised based on the outcomes of the review.

ARTICLE 15 NON-EXCLUSIVITY

This MOA does not create an exclusive relationship between the Parties. Both Parties are free to enter into similar agreements with other institutions.

ARTICLE 16 DESIGNATED COORDINATORS

Each Party shall appoint a coordinator to oversee the implementation of activities under this MOA and to serve as the primary contact point for communication and coordination.

ARTICLE 17 TERMINATION FOR BREACH

Either Party may terminate this MOA with immediate effect upon written notice if the other Party is in material breach of any provision of this MOA and fails to remedy such breach within thirty (30) days of written notification.

ARTICLE 18 LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect, incidental, or consequential damages arising out of or relating to this MOA.

Signed for and on behalf of
Faculty of Dental Medicine
Universitas Airlangga



Prof. Dr. Muhammad Luthfi, drg., M.Kes
Dean

Date: August 20, 2025

Signed for and on behalf of
School of Dentistry
Tehran University of Medical Sciences



Prof. Dr. Bahman Seraj, D.D.S.
Dean

Date: August 20, 2025