



**MEMORANDUM OF UNDERSTANDING**  
**AMONG**  
**UNIVERSITAS NEGERI MALANG**  
**AND**  
**GUANGXI NORMAL UNIVERSITY**  
**AND**  
**GUANGXI NORMAL UNIVERSITY PRESS GROUP**

This Memorandum of Understanding was made and entered into effect on xxx at xxx AMONG UNIVERSITAS NEGERI MALANG (UM), located at Jl. Semarang 5, Malang, Indonesia, here represented by UPT Perpustakaan (UM Library) and Confucius Institute/Pusat Bahasa Mandarin Universitas Negeri Malang (CI UM), which is managed by UPT Balai Bahasa UM, with Prof. Hariyono as UM's authorized signatory, hereinafter referred to as the **"First Party"**; AND

GUANGXI NORMAL UNIVERSITY (GXNU), located at No. 15, Yucai Road, Guilin, Guangxi, 541004, with Prof. Li Dongmei, Director, Office of International Cooperation and Exchange/Dean, College of International Culture and Education, as authorized signatory, referred to as the **"Second Party"**; AND

GUANGXI DUXIU SHU FANG COMPANY LIMITED, GUANGXI NORMAL UNIVERSITY PRESS GROUP (Duxiu), located at No. 15, Yucai Road, Guilin, Guangxi, 541004, with Mr. Rong Gang, General Manager, Guangxi Duxiu Shu Fang Company Limited., as the authorized signatory, referred to as the **"Third Party"**; AND

The three Parties have prepared a Memorandum of Understanding for cooperation by adhering to the principles of "sharing resources, promoting one another, participating in mutually beneficial activities, and cooperating in development". Therefore, the Parties agreed to establish a reading room at the premise of UPT Perpustakaan (UM Library) under the project name "Duxiu Shu Fang · Reading Experience Center at UM".

**ARTICLE 1: OBJECTIVE**

To promote and foster common resource sharing and cooperation in order to develop an integrated source of reading and learning.

## **ARTICLE 2: SCOPE OF COOPERATION**

### 2.1 First Party:

2.1.1 UM Library is responsible for providing a room of approximately 144 square meters within an area of xxx square meters on the ground floor of UM Library.

2.1.2 UM Library is responsible for room's construction and decoration project management, including the procurement of furniture and other implementation using the budget provided by the Third Party.

2.1.3 UM Library is responsible for various utility bills regarding the room.

2.1.4 UM will provide a bank account to receive the construction and decoration budget from the Third Party.

AC NO: xxx

AC NAME: xxx

BENEFICIARY'S BANK: xxx

BRANCH: xxx

BANK ADDRESS: xxx

SWIFT CODE/BANK CODE: xxx

2.1.5 CI UM via UPT Balai Bahasa UM publicizes and organizes Chinese cultural project activities, while taking care not to violate any relevant laws.

2.1.6 CI UM via UPT Balai Bahasa UM is responsible for communication and coordination among the three parties.

### 2.2 Second Party:

2.2.1 GXNU is responsible for communication and coordination among the three Parties.

2.2.2 GXNU is responsible for coordinating the delivery of books and cultural equipment.

2.2.3 GXNU is responsible for the posting of books and cultural materials provided by the Third Party and the expenses for the post.

### 2.3 Third Party:

2.3.1 Duxiu shares content and learning resources about Chinese culture to be displayed in the room.

2.3.2 Duxiu assists the planning in preparing cultural activities.

2.3.3 Duxiu provides advice on carrying out activities to improve the reading atmosphere.

2.3.4 Duxiu cooperates with the First Party and Second Party in supporting activities and organizing joint Chinese cultural projects.

2.3.5 Donate one set of books and cultural materials valued at CNY xxx (CNYxxx only).

2.3.6 Donate a budget of CNY xx (CNY xxx only) for the room construction and decoration expenses.

### **ARTICLE 3: DURATION OF THE MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall be effective for five (5) years, from 2025 to 2030.

### **ARTICLE 4: CHANGES, AMENDMENTS, ADDITIONS, OR EXTENSIONS OF THE MEMORANDUM OF UNDERSTANDING**

Amendments to this Memorandum of Understanding can be made with the mutual consent of all three Parties. It must be made in writing according to the same form and procedure as this Memorandum of Understanding.

The three Parties may agree to extend the period for the implementation of this Memorandum of Understanding as appropriate and reasonable, by making adjustments as necessary.

If any Party wants to amend this MoU, notification must be made to the other Parties, not less than 30 (thirty) days in advance. When all Parties have given consent to amend this MoU, the amended MoU shall be made in writing and signed by the authorized juristic person, affixing the juristic person's seal (if any) of each Party. Such amendments are considered part of this Memorandum of Understanding, effective from the date of signing of the amended MoU.

### **ARTICLE 5: SUSPENSION OR CANCELLATION OF THE MEMORANDUM OF UNDERSTANDING**

This MoU may be terminated before the expiration specified in Article 3, by any Party through notifying the other Parties in writing at least 30 (thirty) days in advance.

The termination in any case of this MoU does not affect any sub-projects, or activities under sub-projects, that have already been implemented, nor any activities that are currently being processed under this MoU. Each Party is still responsible for the expenditure incurred by activities already performed or in progress under this MoU, unless all Parties involved agree otherwise in writing.

When this MoU terminates, each Party has the right to implement sub-projects or activities on their own, or cooperate with others based on the information they have on their part. These, however,

must not infringe on the intellectual property of any Party, and must not reveal confidential information and/or trade secrets of any Party.

## **ARTICLE 6: OTHER CONDITIONS AND AGREEMENTS**

6.1 All three Parties agree to cooperate well throughout the period of this MoU, in order to successfully implement the project, according to the stated objectives.

6.2 All three Parties agree not to subcontract work, assign work, transfer work, or abandon work under this MoU, whether in whole or only in part, for someone else to implement on their behalf in any aspect, unless prior written consent is obtained from the other Parties. In case prior written consent is obtained, all responsibilities still remain with the Party originally tasked with the work under this MoU.

6.3 All three Parties are willing to provide personnel support, management, and infrastructure in order to complete project's operations successfully.

All three Parties agree to be responsible for the expenditure and budget for operations under this MoU as part of the responsibility of each Party. The expenses and budgets for the implementation of sub-projects under this MoU are to be established under a separate individual agreement for each sub-project.

Each Party can publicize, disseminate, advertise, or provide information about implementation, and/or cooperation under this MoU without obtaining consent of the other Parties, as long as it does not cause damage to any other Parties. However, for publicizing, disseminating, advertising, or providing information about the results of project implementation, prior written consent must be obtained from the other Parties. In addition, all publication, dissemination, advertising, or informational activities, messages or other symbols must clearly indicate the cooperation between the four Parties, and clearly show ownership of any related intellectual property, unless all four Parties make a written agreement stating otherwise. Publicizing, dissemination, advertisement or providing information about implementation, cooperation in implementation and/or the results of implementation of sub-projects under this MoU shall be in accordance with the agreement of each sub-project on a case-by-case basis.

Publicizing, dissemination, advertisement or providing information about implementation, cooperation in implementation and/or the results of implementation under this MoU, and/or sub-project agreements, must not reveal the other Parties' confidential information and/or any information that details the work that would make it impossible to obtain intellectual property rights protection according to law.

The three Parties cannot transfer rights and duties under the project or MoU to another person.

## **ARTICLE 7: VARIOUS ASSETS, BUILDINGS, MATERIALS, EQUIPMENT, OR SUPPLIES**

All assets, buildings, materials, equipment or supplies of any Party that have been used in the implementation of the sub-projects, or which one Party has purchased with the funds of the Party or with compensation, is considered to be under the ownership of that Party, on a case-by-case basis. The Party who owns various assets such as buildings, materials, equipment, or supplies has

the right to mark the tools, equipment, and materials provided by the Party as their own. (PLEASE SEE THE COMMENT BUBBLE FOR OUR SUGGESTION)

## **ARTICLE 8: OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

8.1 Intellectual property rights in technology, technical methods, and knowledge science (“know-how”) related to implementation that any one Party has used to develop further in the implementation of this project, belong to that Party. If any Party wishes to exercise its right to implement original research work, that Party must obtain written permission from the operating Party that owns the intellectual property, along with making a specific agreement on benefits, conditions, and remuneration.

8.2 All three Parties agree that all intellectual property of the project implementation arising from operations under the cooperation according to this MoU shall be under the joint ownership for all three Parties. All three Parties agree to provide management of intellectual property rights, which means that notification or registration of intellectual property on commercial use of the intellectual property, allocation of benefits, and protecting and enforcing the intellectual property rights of the project's research results are all subject to conditions to be agreed upon in writing by the three Parties.

8.3 Before registering and requesting protection according to intellectual property law, all three Parties must refrain from disclosing information regarding the work under the project by any means for the benefit of intellectual property registration, unless prior written consent is received from the other Parties. This includes cases where the work under this MoU is expressed in one or another form which is protected as a copyrighted work under the **Undang-Undang Republik Indonesia Nomor 28 Tahun 2014 tentang Hak Cipta (Constitution of the Republic of Indonesia Number 28 Year 2014 about Copyright)**.

8.4 When disseminating information regarding work in seminars, lectures, teaching and training or public relations, whether in print or any other media, all three Parties must state that the results of implementation developed under this project arose from the joint project operations between the three Parties, unless all Parties make a written agreement stating otherwise.

8.5 Regarding the implementation of the project or activities under the project or MoU, all three Parties must refrain from taking any action that causes or may result in damage to, or infringe on, any outsider's intellectual property or any other rights under the law. If any Party violates such terms, that Party shall be solely liable for all damages incurred.

8.6 In case outsiders claim or make any claim against any Party regarding infringement of intellectual property rights or any other rights related to project implementation or this MoU, the notified Party must inform all other Parties in writing without delay. If the facts are conclusive regarding which Party has committed intellectual property infringement or any other rights infringement of outsiders, that Party shall be solely responsible for all damages, fees, attorneys' fees, and all other related expenses.

## **ARTICLE 9: MAINTAINING CONFIDENTIALITY**

During the cooperation period of this MoU, either Party may disclose confidential information and/or trade secrets to any other participating party, observing the provisions hereinafter. In case the information is in the form of a document or anything tangible, it must be marked with the word “Confidential” or a sign with similar meaning. Regarding disclosure verbally or by any other intangible means, the informing Party must clearly indicate the disclosure’s confidential nature to the receiving Party at the time of disclosure, and the informing Party shall provide and summarize the main idea of the confidential information in writing, clearly marked by “Confidential” or another sign with a similar meaning on the summary message.

All three Parties agree to maintain the confidentiality that the Party that owns the confidential information wants to keep. All three Parties will not disclose, disseminate, or act in any way to let outsiders know the confidential information that may cause damage to the owner of the confidential information. In cases where written permission has been obtained from the owner of confidential information and in the case of disclosing information to personnel, consultants and/or outsiders, the Party that discloses the information must ensure that the personnel, consultants and/or outsiders are bound to maintain the confidentiality of the confidential information on the same terms as those in this MoU.

Unless it is the dissemination of academic work in the normal course of implementation of a higher education institution under the laws, regulations, announcements, and orders related to the dissemination of academic work, maintaining confidentiality under paragraph one will continue to be effective for another 10 (ten) years after this project or MoU was terminated. Confidential information may be disclosed by either Party only with prior written consent by the Party that owns the confidential information.

#### **ARTICLE 10: NOTIFICATION**

All the notices or giving consent or any approval according to this Memorandum of Understanding must be in writing, and will be deemed to have been duly sent to any Party if delivered by any of the following means:

10.1 In person to each Party's designated representative;

10.2 By registered mail to the other Party's address as specified in this Memorandum of Understanding, or a new address that has been announced in writing to the other Party;

10.3 By fax or e-mail, and confirmed in writing promptly to the other Party’s address as specified in this Memorandum of Understanding, or a new address that has been announced to the other Party.

Coordinator, Universitas Negeri Malang (UM)

Name-Surname: Dr. Nurenzia Yannuar

Position: Director, UPT Perpustakaan (UM Library)

Affiliation: Universitas Negeri Malang

Email: [nurenzia.yannuar.fs@um.ac.id](mailto:nurenzia.yannuar.fs@um.ac.id)

Coordinator, Guangxi Normal University  
Surname-Name: Prof. Li Dongmei  
Position: Director, Office of International Cooperation and Exchange/Dean, College of International Culture and Education  
Affiliation: Guangxi Normal University  
Email: 1013772412@qq.com

Coordinator, Guangxi Duxiu Shu Fang Company Limited, Guangxi Normal University Press Group  
Surname-Name: Mr. Rong Gang  
Position: General Manager, Guangxi Duxiu Shu Fang Company Limited  
Affiliation: Guangxi Duxiu Shu Fang Company Limited, Guangxi Normal University Press Group  
Email: duxiushufang@sina.com

**ARTICLE 11: ESTABLISHMENT OF LEGAL RELATIONS**

This MoU is not considered to create a legal relationship between each other in the form of a partnership, joint venture, principal-agent, or employer-employee in any way whatsoever, and is not considered to be authorization for any Party to incur duties, responsibilities, and/or debts on behalf of any other Party.

**ARTICLE 12: DOCUMENTS THAT ARE PART OF THE MEMORANDUM OF UNDERSTANDING**

The following documents attached to this MoU are deemed part of this Memorandum of Understanding:

12.1 Power of Attorney of Universitas Negeri Malang

This MoU is written in English, Chinese, and Bahasa Indonesia in 3 (three) copies. The text is correct and exactly the same in all copies. All three Parties have read and fully understood the contents of this MoU stated herein, signified by having signed before witnesses, and each Party holding one copy.

(Signature)..... (Signature).....  
..... Witness  
(Prof. Hariyono)  
Rector, Universitas Negeri Malang  
(Dr. Nurenzia Yanuar)  
Director of UM Library, Universitas Negeri Malang

(Signature).....

.....

(Prof. Li Dongmei)  
Director, Office of International Cooperation and  
Exchange/Dean, College of International  
Culture and Education  
Guangxi Normal University

(Signature).....

..... Witness

(Dr. Meng Fanbi)  
Deputy Director, Office of International  
Cooperation and Exchange  
Guangxi Normal University

(Signature).....

.....

(Mr. Rong Gang)  
General Manager,  
Guangxi Duxiu Shu Fang Company Limited,  
Guangxi Normal University Press Group

(Signature).....

..... Witness

(Mrs. Zhao Zheng)  
Deputy General Manager,  
Guangxi Duxiu Shu Fang Company Limited,  
Guangxi Normal University Press Group