



## MEMORANDUM OF AGREEMENT

BETWEEN

FACULTY OF VOCATIONAL STUDIES  
UNIVERSITAS NEGERI MALANG  
AND  
SCHOOL OF HOSPITALITY AND CREATIVE ARTS  
MANAGEMENT AND SCIENCE UNIVERSITY, MALAYSIA

ON

EDUCATION AND RESEARCH COLLABORATION

NUMBER: 23.5.4/UN32.10/KS/2025

NUMBER: MSU/GA/MOA/QA/01/MSU

This Memorandum of Agreement is entered into force on this Friday, 23 May 2025 by and between:

1. Dr. Muladi, ST., MT., **Dean of The Faculty of Vocational Studies, Universitas Negeri Malang**, in this regard acts for and on behalf of Universitas Negeri Malang, which is located at Jalan Semarang no. 5 Malang, hereinafter referred to as the **PARTY ONE**.
2. En. Azizul bin Jamaludin, **Dean of School of Hospitality and Creative Arts, Management and Science University**, in this regard acts for and on behalf of Management and Science University, located at University Drive, Off Persiaran Olahraga Section 13, 40000 Shah Alam, Selangor Darul Ehsan, Malaysia hereinafter referred to as the **PARTY TWO**; and

**PARTY ONE** and **PARTY TWO** shall hereinafter be collectively referred to as **THE PARTIES**, and individually as **THE PARTY**.

Party One Signature  
Party Two Signature



## **ARTICLE 1 GENERAL PROVISIONS**

**THE PARTIES** herewith state the following:

- a. that **PARTY ONE** is a public university owned by the Government of the Republic of Indonesia under the Presidential Decree No. 93 of 1999 dated August 4, 1999, which administers higher education and is engaged in Education, Research, and Community Service and is responsible to the Rector Universitas Negeri Malang.
- b. that **PARTY TWO** is a private university founded in 2001 and evolved from University College of Technology & Management Malaysia to Management and Science University in 2007 and is responsible to the President of Management and Science University;
- c. that each **PARTY** is able to provide support in a mutually beneficial Memorandum of Agreement, based on the Memorandum of Understanding between Management and Science University and Universitas Negeri Malang of Ref. No. 30.3.2/UN32/KS/2024 and Ref. No. MSU/GA/628/M143 on the cooperation of Collaboration in Research, Education, Community Service and Human Resource Development.

## **ARTICLE 2 PURPOSE**

The parties to this agreement wish to expand their activities for mutual benefit and in a spirit of academic cooperation and friendship. The purpose of this **Agreement** is to enhance the cooperation on Education and Research Collaboration.

## **ARTICLE 3 SCOPE OF COOPERATION**

The scope of this **Agreement** covers cooperation between PARTIES as follows:

- (1) Education
  - a. Sharing of lecturers for: guest lectures, expert lectures, supervisors and recognition
  - b. Student mobilities
- (2) Research
  - a. Collaborative research and publication
- (3) Other activities agreed upon by the PARTIES;
- (4) The implementation of cooperation with the existing faculties within the

Party One Signature  
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FIRST PARTY includes:

- a. Bachelor of Vocational Marketing Management Study Program
  - b. Bachelor of Vocational Accounting Study Program
- (5) The implementation of cooperation with the existing faculties within the SECOND PARTY includes:

- a. Department of Culinary Arts
- b. Department of Hospitality and Tourism Management
- c. Department of Fashion Design
- d. Department of Event Management

#### **ARTICLE 4 FINANCIAL ARRANGEMENTS**

The parties acknowledge that each Party shall be responsible for the costs and expenses in establishing and conducting projects contemplated under this agreement. However, the Parties will not limit any other relevant collaborative research grant applications within the two Parties.

#### **ARTICLE 5 INTELLECTUAL PROPERTY RIGHTS, RESULTS, AND PUBLICATIONS**

Each party shall continue to remain the sole owner of its materials contributed to any joint project. Arrangements relating to new intellectual property rights jointly created, results and rights of publication shall be agreed in writing.

#### **ARTICLE 6 AMENDMENTS, DURATION AND TERMINATION**

- (1) This Memorandum of Agreement shall be effective from the date of this Memorandum and continue for the duration of 5 (five) years from that date.
- (2) Amendments to this Memorandum of Agreement can only be made after consultation and with the mutual written consent of both parties.
- (3) This Memorandum of Agreement may be terminated by a party on six months' written notice to the other.
- (4) Particulars that are not or have not been sufficiently regulated in this Memorandum of Agreement will be regulated later by the PARTIES in an amendment of the Memorandum of Agreement (addendum) which is an integral part of this Memorandum of Agreement. This Memorandum of Agreement is made and signed by the PARTIES, on the day, date and place, as mentioned above in 2 (two) copies, each of which has the same legal force.

Party One Signature  
Party Two Signature



**ARTICLE 7**  
**NOTICE AND CORRESPONDENCE**

Every notice, request or any other communication required or permitted to be given pursuant to this MoA shall be in writing, in English, and delivered personally or sent by a registered or certified post via air mail or by courier or facsimile or email (which shall be acknowledged by othe Party) to the Parties and the address, facsimile number and email address stated below:

**FIRST PARTY:**

**Faculty of Vocational Studies, Universitas Negeri Malang:**

Attention:

Prof. Apif Miptahul Hajji, S.T., M.T., M.Sc., Ph.D.

Vice Dean of Human Resource, Finance and Partnership

A24 Building, 2nd Floor

Universitas Negeri Malang

Email : [fv@um.ac.id](mailto:fv@um.ac.id)

Telephone : (+6241) 551312

Facsimile : (+62341) 551921

Address : Jalan Semarang 5, Malang 65145. Indonesia

**SECOND PARTY:**

**School of Hospitality and Creative Arts, Management and Science University:**

Attention:

Pn. Zakmalisa Erna binti Md Zaki

Deputy Dean

School of Hospitality and Creative Arts,

Management and Science University

Email : [global\\_affairs@msu.edu.my](mailto:global_affairs@msu.edu.my)

Telephone : [+\(603\) 5521 6868](tel:+60355216868)

Address : University Drive, Off Persiaran Olahraga, Section 13, 40100 Shah Alam, Selangor Darul Ehsan, Malaysia

**ARTICLE 8**  
**FORCE MAJEURE**

- (1) Each of **THE PARTIES** shall be excused from liability for any delay or failure to fulfill the obligations in this **Agreement** caused or resulting from events beyond the control of each of **the PARTIES** which are classified as force majeure.

Party One Signature  
Party Two Signature



- (2) Events that can be classified as force majeure include and are not limited to natural disasters (earthquakes, typhoons, floods, etc.), epidemics, robbery, burglary, sabotage, war, explosions, revolutions, riots, and economic/monetary chaos, and Government regulations that affect this **Agreement**.
- (3) **The PARTY** affected by force majeure must inform the other **PARTY** within 14 (fourteen) days at the latest after the end of the force majeure.
- (4) If within 10 (ten) working days from the receipt of such notification there has been no or no response from **the PARTY** receiving the notification, the risks which may arise as a result from the occurrence as referred to in paragraph (3) shall be deemed to have been agreed upon by **the PARTY**.
- (5) Force majeure circumstances as referred to in this article do not terminate the **Agreement**, and based on the state of preparedness, **the PARTIES** may continue to enforce the cooperation as planned.

#### **ARTICLE 9 DISPUTE**

- (1) In the event of any dispute or disagreement between **the PARTIES** during the implementation of this **Agreement**, both **PARTIES** herewith agree to find solution through the means of mutual deliberation to reach a consensus.
- (2) If the provisions in verse (1) are not reached, **the PARTIES** agree to submit the dispute to the Indonesian National Arbitration Board.

#### **ARTICLE 10 CLOSING PROVISION**

- (1) All changes and/or other particulars that are not sufficiently regulated in this **Agreement** will be discussed in deliberation by **the PARTIES** and will be set forth in an addendum that becomes an integral and inseparable part of this **Agreement**.
- (2) This **Agreement** is made in 2 (two) original versions, sufficiently stamped, and signed by **the PARTIES**, and both shall have the same legal force for each **Party**.
- (3) **The PARTIES** must deliver a copy of this **Agreement** to the relevant parts of their respective agencies.

Party One Signature  
Party Two Signature



**PARTY ONE**

Dean of Faculty of Vocational Studies  
Universitas Negeri Malang



**Dr. Muladi, ST., MT.**

**PARTY TWO**

Dean of School of Hospitality and  
Creative Arts  
Management and Science University



**En. Azizul bin Jamaludin**

Party One Signature  
Party Two Signature

