



**MEMORANDUM OF AGREEMENT
BETW EEN
FACULTY OF EDUCATION, UNIVERSITAS NEGERI MALANG (UM)
AND
COLLEGE OF EDUCATION, MINDANAO STATE UNIVERSITY (MSU) – GENERAL SANTOS
ON
ACADEMIC AND RESEARCH COLLABORATION IN EDUCATION**

UM Ref. No. 21.4.85/UN32.1/KS/2025
MSU Ref. No. DN 215/PN 43 / BN 38 / S / 2025

This Memorandum of Understanding (MoU) is entered into force on 21 April 2025 by and between:

1. **Faculty of Education, Universitas Negeri Malang (UM)**, a public university in Indonesia under Presidential Decree No. 93 of 1999, located at Jalan Semarang 5 Malang (65145), Indonesia, hereinafter represented by **Dr. Ahmad Yusuf Sobri, S.Sos., M.Pd.** (Dean of the Faculty of Education), and referred to as **Party 1**,
and
2. **College of Education, Mindanao State University (MSU) – General Santos**, a higher education institution in the Philippines engaged in education and research, represented by **Diane Mae P. Ulanday-Lozano, EdD.** (Dean of the College of Education), hereinafter referred to as **Party 2**.

Both Party I and Party II shall hereinafter be collectively referred to as **"THE PARTIES"**.

**ARTICLE I
GENERAL PROVISIONS**

THE PARTIES herewith state the following:

- a. that **PARTY ONE** is an academic unit administered by Universitas Negeri Malang, 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 higher education institution specializing in education and research, operating under Mindanao State University - General Santos;
- c. that each **PARTY** is able to provide support in a mutually beneficial Memorandum of Agreement, based on the Memorandum of Understanding between **Mindanao State University - General Santos** and **Universitas Negeri Malang** of Ref. No. 21.4.85/UN32.1/KS/2025 on the cooperation of **Academic And Research Collaboration In Education**.

Initialed by Party I
Initialed by Party II

IT IS AGREED AS FOLLOWS:

**ARTICLE 2
OBJECTIVE**

The Parties to this agreement wish to expand their activities for mutual benefit and in a spirit of academic cooperation and friendship. The objective of this MoA is to strengthen academic cooperation between the Parties through joint research dissemination, collaborative projects, and student-faculty exchanges is to further develop and carry out long term collaborations as described under Article 1.

**ARTICLE 3
SCOPE OF ACTIVITIES**

(1) RIGHTS:

<i>Party I</i>	<i>Party II</i>
Host joint guest lectures and sit-in classes	Access UM's academic resources for research dissemination

(2) RESPONSIBILITES

<i>Party I</i>	<i>Party II</i>
Cover all operational costs for activities held at UM.	Bear travel and accommodation expenses for MSU participants in UM-hosted activities.

**ARTICLE 5
FINANCIAL ARRANGEMENT**

- (1) Party 1 shall bear all costs related to activities conducted at Universitas Negeri Malang;
- (2) Party 2 shall cover travel, accommodation, and logistical expenses for its participants attending activities at UM.

**ARTICLE 6
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 7
SETTLEMENT OF DIFFERENCES**

Initialed by Party I
Initialed by Party II



If disputes arise then with the consent of both parties such dispute shall be resolved through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

ARTICLE 8 FORCE MAJEURE

- (1) In the event of force majeure, including natural disasters, fires, security disturbances and other matters that result in the **PARTIES** being unable to carry out the obligations as referred to in ARTICLE 3, the losses suffered by the **PARTIES** shall be borne by the **PARTIES** and the **PARTIES** shall be released from claims for the implementation of this Memorandum of Understanding including claims for losses arising from this force majeure.
- (2) The circumstances as referred to in paragraph (1) must have a direct causal relationship with the losses suffered by the **PARTIES** and be proven by a Certificate from an Authorized Official no later than 30 (thirty) working days from the occurrence of the event as referred to in paragraph (1).

ARTICLE 9 AMENDMENTS, DURATION AND TERMINATION

- (1) This Memorandum of Agreement shall be effective from the date of this Memorandum and continue for the duration of **one (1) year** 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 to 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.

ARTICLE IX 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 other Party) to the Parties at the address, facsimile number, and email address as stated below:

If to **Universitas Negeri Malang**:

Attention:

Dr. Muh Arafik, S.Pd., M.Pd.

Head of Department of Elementary and Preschool Education

Universitas Negeri Malang

muh.arafik.fip@um.ac.id

Phone: +62 341 551312 / Mobile: +62 811 333 1170

Fax. no: +62 (0) 341 5847459

Address: Jl. Semarang No. 5, Malang 65145,

Initialed by Party I
Initialed by Party II



Indonesia

If to: **Mindanao State University – General Santos**

Attention:

Assoc. Prof. Cathy Mae D. Toquero

Associate Professor V

Department of of Elementary Education

Mindanao State University – General Santos

Cathymae.toquero@msugensan.edu.ph

Mobile: +63 921 714 3752

Mindanao State University - General Santos, Fatima, General

Santos City, South Cotabato, 9500

Philippines

Initialed by Party I
Initialed by Party II



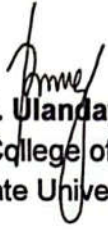
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on Monday, 21 April 2025.

For
Universitas Negeri Malang

For
Mindanao State University – General Santos



Dr. Ahmad Yusuf Sobri, S.Sos., M.Pd.
Dean of the Faculty of Education
Universitas Negeri Malang
Indonesia

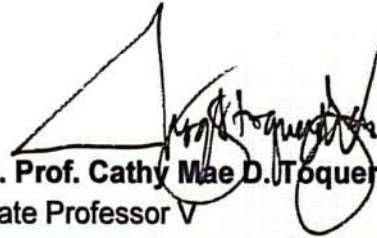

Diane Mae P. Ulanday-Lozano, EdD.
Dean of the College of Education
Mindanao State University – General Santos
Philippines

In witness of:
Universitas Negeri Malang

In witness of:
Mindanao State University – General Santos



Dr. Muh Arafik, S.Pd., M.Pd.
Head of Department of Elementary and
Preschool Education
Universitas Negeri Malang
Indonesia



Assoc. Prof. Cathy Mae D. Toquero
Associate Professor V
Mindanao State University – General Santos
Philippines

Initialed by Party I
Initialed by Party II

