



MEMORANDUM OF AGREEMENT

BETWEEN

FACULTY OF ECONOMICS AND BUSINESS
UNIVERSITAS NEGERI MALANG

AND

THE COLLEGE OF EDUCATION
FLINDERS UNIVERSITY

FOR
ACADEMIC, RESEARCH, COMMUNITY SERVICE COLLABORATION

Ref Number: 6.12.2/UN32.4/KS/2024

This agreement is signed by the following parties:

This Memorandum of Agreement (MoA) on Academic, Research, and Service Community collaboration between Universitas Negeri Malang represented by Faculty of Economics and Business having address at Jalan Semarang 5, Malang, Indonesia, hereinafter referred to as THE FIRST PARTY, and Flinders University represented by The College of Education having address at Sturt Rd, Bedford Park SA 5042, Australia, hereinafter referred to as THE SECOND PARTY.

THIS AGREEMENT is made on 6th December 2024. **THE FIRST PARTY** and **THE SECOND PARTY** hereafter shall collectively be referred to as **THE PARTIES**. This Memorandum of Agreement for Academic, Research, and Service Community collaboration Series are developed and established between **THE PARTIES** under the following terms:

1. PURPOSE AND OBJECTIVE

- 1.1 The purpose of this Memorandum of Agreement is to support collaboration between **THE PARTIES** within the scope of this agreement mentioned in Article 2.
- 1.2 The objective of this Memorandum of Agreement is to develop Academic, Research, and Service Community collaboration between **THE PARTIES**.

2. SCOPE

- 2.1 The scope of this Implementation of Agreement includes Academic, Research, and Service Community collaboration between the faculty members and students of **THE PARTIES**.
- 2.2 **THE PARTIES** shall monitor the implementation of Academic, Research, and Service Community collaboration at least once in 1 (one) year.
- 2.3 The Academic, Research, and Service Community collaboration between **THE PARTIES** involves faculty members/lecturers and students, as follows:

Institution	Organizing Unit	Name of Faculty Members
Universitas Negeri Malang	<ol style="list-style-type: none"> 1. Bachelor of Management, Department of Management, Faculty of Economics and Business 2. Bachelor of Business Education, Department of Management, Faculty of Economic and Business 3. Bachelor of Office Administration, Department of Management, Faculty of Economic and Business 4. Master of Management, Department of Management, Faculty of Economics and Business 5. Master of Business Management Education, Department of Management, Faculty of Economics and Business 6. Doctoral Program of Management Science, Department of Management, Faculty of Economics and Business 	<ol style="list-style-type: none"> 1. Lohana Juariyah, S.E., M.M. 2. Rachmad Hidayat, S.Pd, M.Pd 3. Dr. Hj. Madziah Churiyah, S.Pd, M.M. 4. Dr. H. Ludi Wishnu Wardana, M.M. 5. Prof. Dr. H. Budi Eko Soetjipto, M.Ed., M.Si
Flinders University	The College of Education	1. Dr. Zamsani Zainuddin

3. FUNDING

This Academic, Research, and Service Community collaboration is funded by Universitas Negeri Malang and no monetary sharing is enforced in this agreement. However, The Parties will not refuse or ignore to any other relevant collaborations within the two Parties. Should there be changes of funding arrangements, a separate and specific agreement shall be prepared and meet the approval of **THE PARTIES**.

4. DURATION

4.1 This Memorandum of Agreement is effective from 6th December 2024 and valid until 6th December 2027 or until the completion of the Project, whichever is earlier. This agreement may be extended in writing by both Parties. This grant covers secondary data analysis and publication fee.

4.2 Notwithstanding the effective period of the Agreement as specify under clause 4.1 above, the Project may be terminated earlier in accordance with this MoA.

5. OBLIGATIONS OF PARTIES

5.1 General Duties

- a) Each Party/ Parties hereby undertakes to use all reasonable endeavors to perform and enable the other Party/ Parties to perform in time the tasks assigned to each Party/ Parties in the implementation of the Project in accordance with this Agreement.
- b) Each Party/ Parties hereby undertakes to perform the task assigned to each Party/ Parties in proper manner and in accordance with good management practice and shall comply with the present laws and statutes.
- c) Each Party/ Parties hereby undertakes to assist and cooperate with each other in the performance of the Project. Such assistance and cooperation shall include the provision of materials, facilities, data and information as may be reasonably required to satisfactorily perform the Project.

5.2 Obligations of UM

- a) to consult and inform the **First Party** if there is any change of circumstances which may affect the implementation of the Project under this Agreement;
- b) to ensure that the PI and any other personnel appointed by the Second Party for the purpose of the Project coordinate their works/services with the First Party;
- c) to allow the use relevant data and/or proprietary information of information of the Second Party for the purpose of the project subject to terms and conditions stipulated in this Agreement and the Non-disclosure Agreement; and
- d) to provide reports in accordance to deliverables as set out in Annex 1.

5.3 Obligations of Flinders University

- a) to consult and inform the Second Party if there is any change of circumstances which may affect the implementation of the Project under this Agreement;

- b) to ensure that the PI and any other personnel appointed by the First Party for the purpose of the Project coordinate their works/services with the Second Party;
- c) to allow the use relevant data and/or proprietary information of information of the First Party for the purpose of the project subject to terms and conditions stipulated in this Agreement and the Non-disclosure Agreement; and
- d) to provide reports in accordance to deliverables as set out in Annex 1.

6. CONFIDENTIALITY

6.1 **THE PARTIES** shall take reasonable actions to keep confidential all Confidential Information and shall not communicate or divulge to any person or body or entity any Confidential Information nor publish or cause to be published any Confidential Information, unless prior written consent of the Parties hereto has been duly obtained.

6.2 The obligations of confidentiality contained in this Agreement shall not apply to any Confidential Information which:

- a) has been made public by the Disclosing Party or by others with the permission of the Disclosing Party;
- b) is independently received from a third party who is free to disclose it;
- c) is in the public domain or is a compilation of material in the public domain.

6.3 This clause shall survive and be full effect after the expiry or termination of this Agreement

7. OWNERSHIP OF INTELLECTUAL PROPERTY

7.1 Each Party shall be the owner of all and any existing Background Intellectual Property in existence at the date of this Agreement or any Project Intellectual Property created, developed or reduced to practice solely by the personnel of the respective Party during the period of the Project (hereinafter referred to as the "Project IP of the Party"), and subject to this Agreement, each Party agrees not to use any of the Background Intellectual Property or Project IP of the Party belonging to the other Party except for the purpose of this MoA.

7.2 The Parties acknowledge that the Project Intellectual Property rights may arise from the implementation of the Project. Therefore, the Parties undertake and agree that the Project Intellectual Property is jointly owned by Flinders University and the Univeristas Negeri Malang.

7.3 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes, without first obtain the written consent of the other Party.

8. ADVERTISING

Either Party shall, in making any public statement regarding the Project, or in relation to any information, product, process or invention developed as a result of the Project, as the case may be, include in such public statement, an acknowledgement of the services and cooperation received from the other Party. However, each of the Parties undertakes that it shall not use the other Party name and logo in any such information, product, advertisement or publication without the prior written approval of the other Party.

9. PUBLICATION

9.1 All materials prepared for publication by a Party (the "Submitting Party") shall be forwarded to the other Party for written permission to publish at least one (1) month prior to the submission for publication or disclosure to a third party, for which the written permission shall not be unreasonably withheld; and

9.2 If at any time during the said period of one (1) month the other Party requests the Submitting Party not to proceed with the publication or disclosure of the material in the form submitted, then the Submitting Party will either:

- i. amend the material as requested by the other Party; or
- ii. delay the publication or disclosure until such time as the other Party reasonably deems such publication or disclosure to be possible or appropriate in view of any commercially sensitive information contained therein.

10. LIABILITY

Each Party shall not be liable to the other Party for any loss nor damage arising from its failure to perform work on time or within estimated costs, provided that the said Party has used its reasonable endeavours in all respects.

Each Party shall indemnify and hold harmless the other Party against all demands, claims, liabilities, losses, damages, legal costs and other expenses of any nature whatsoever, including infringement of any third party intellectual property rights which may be asserted against or suffered by the other Party and which relate to or arise under this Agreement, but excluding any liability to the extent that results from the reckless misconduct or willful default of the other Party.

11. WARRANTIES

The Parties shall ensure that the services and technical assistance provided by both Party/ Parties in relation to this MoA are provided with due care, diligence and skill reasonably expected of professional persons providing services of the kind described. The Parties makes no other warranty or assurances with respect to the services and technical assistance carried out in relation to this MoA or to its quality, accuracy or suitability for any purpose.

It is the duties of both Parties, to the best of their knowledge, to ensure that the IPRs related to the Project do not infringe any third-party intellectual property rights, to avoid any claims, losses, damages and/or costs suffered in the event of a breach of existing third party intellectual property rights.

12. TERMINATION

Notwithstanding anything contained in this MoA, any Party may terminate this MoA for any reason whatsoever by giving at least three (3) months prior notice in writing to the other Party and the Party shall consult each other to agree on a reasonable program of work for the notice period leading up to termination date.

If either Party commits a breach of this MoA, the other Party/ Parties may request in writing that the breach be remedied. If the Party/ Parties committing the material breach does not remedy it within sixty (60) days, then the other Party may terminate this MoA immediately without further notice.

Any termination of this Agreement shall be without prejudice to the rights of the Party terminating to seek and obtain damages for any breach of this MoA by the other Party.

Upon termination or expiry of this MoA, the Parties shall forthwith cease all research works.

Termination shall not affect any right which either Party/ Parties has accrued up to and on the termination date.

13. DISPUTE SETTLEMENT

If there is a dispute between the Party/ Parties, then:

13.1 the Parties must discuss the dispute initially with a view to settling the dispute amicably; then

13.2 In the event that the Party/ Parties are unable to agree on any settlement or arrangement, either Party/ Parties may take the dispute to a court of law.

14. OTHER MATTERS

14.1 This Memorandum of Agreement can be amended, changed or modified upon mutual agreement in writing of **THE PARTIES** under mutually agreed terms and conditions.

14.2 No Party shall assign any or all of its rights under this MoA without the prior written consent of the other Party.

14.3 This MoA shall be read and construed according to the laws presently in force in both countries. The Parties agree to submit any dispute that may arise in relation to this MoA to the jurisdiction of the Courts of both countries following unsuccessful amicable settlement.

14.4 Nothing in this MoA shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties hereto or as constituting any Party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

14.5(a) The waiver by a Party in respect of any breach of a term of this MoA by the other Party shall not be deemed to be a waiver in respect of any other terms or of any subsequent breach of that term.

(b) The failure of a Party to enforce at any time any term of this MoA shall in no way be interpreted as a waiver of such term.

in the form of electronic records and are executed electronically, but all the counterparts shall together constitute one and the same instrument.

16. LIST OF SCHEDULES

The following schedules shall form part of this Agreement:

Annex 1: Full proposal and milestone.

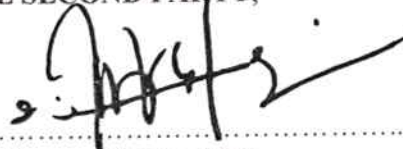
THE FIRST PARTY,



.....
**Prof. Dr. Wening Patmi Rahayu, S.Pd,
M.M.**

Head of Management Departement
Date: 6th December 2024

THE SECOND PARTY,



.....
Dr. Zamzani Zainuddin
Lecturer at The College of Education
Date: 6th December 2024

IN WITNESS THEREOF

For
Universitas Negeri Malang



Dr. Hadi Sumarsono, S.T., M.Si
Dean, Faculty of Economics and
Business

Date: 6th December 2024