

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**UNIVERSITI TEKNOLOGI MALAYSIA**

**AND**



**UNIVERSITAS NEGERI MALANG**

**THIS MEMORANDUM OF UNDERSTANDING** is made on the...12th...day of  
...June..... 2026

**BETWEEN**

**UNIVERSITI TEKNOLOGI MALAYSIA**, a public university established under the Universities and University Colleges Act 1971 [Act 30] and having its address at Universiti Teknologi Malaysia, 81310 Johor Bahru, Johor, Malaysia (hereinafter referred to as "**UTM**") of one part;

**AND**

**UNIVERSITAS NEGERI MALANG**, an institution of higher learning whose address at Jl. Semarang 5 Malang, 65145 Tel. (0341) 551312 Malang, Indonesia and shall include its lawful representatives and permitted assigns (hereinafter referred to as "**UM**") of the other part.

**UTM** and **UM** shall be collectively referred to as the "**Parties**" and individually as the "**Party**".

**WHEREAS**

**A.** UTM is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. UTM has entered various collaborative arrangements with other parties to enhance its research capabilities.

**B.** UM is a public university, committed to the advancement and expansion of education and research, while also deepening cooperation with local and global societies.

**C.** The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

**NOW THEREFORE**, the Parties hereby agree on the terms of understanding as follows:

**ARTICLE 1**  
**OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in Malaysia/ respective country, will endeavor to strengthen, promote and develop research, technical co-operation, continuing education and community services between the Parties on the basis of equality and mutual benefit.

**ARTICLE 2**  
**AREAS OF CO-OPERATION**

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:
  - (a) The development of joint research projects;
  - (b) Postgraduate or research study programs.
  - (c) The exchange of professors, researchers, students, and administration staff;
  - (d) Courses, seminars, and symposia involving professors of both institutions.
  - (e) The exchange and dissemination of publications and reference material;
  - (f) Any other areas of co-operation to be mutually agreed upon by the Parties.
  
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

**ARTICLE 3**  
**FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
  
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

**ARTICLE 4**  
**EFFECT OF MEMORANDUM OF UNDERSTANDING**

4.1 This Memorandum of Understanding serves only as a record of the Parties' intentions and except in relation to Article 5, 6, 7, 10, 11, and 14 herein, does not constitute or create and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**ARTICLE 5**  
**CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

**ARTICLE 6**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.

2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –

(a) jointly by the Parties or research results obtained through the joint activity effort of the Parties shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and

(b) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

4. Any publication and any public disclosures of the results and data of any Collaboration project will require the written approval of all parties. Any publication and any public disclosures of results and data of other projects or research owned separately by each party will require the written approval of the respective party/owner.

#### **ARTICLE 7** **SUSPENSION**

Each Party reserves 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 Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

#### **ARTICLE 8** **NO AGENCY**

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

#### **ARTICLE 9** **REVISION, MODIFICATION AND AMENDMENT**

Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and will form part of this

Memorandum of Understanding and come into force on such date as may be determined by the Parties.

**ARTICLE 10**  
**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties arising out of the interpretation or implementation or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation or negotiation between the Parties without reference to any third party.

**ARTICLE 11**  
**NON-LIABILITY**

To the fullest extent permitted by law, no Party shall be liable to the other Party pursuant to this Memorandum of Understanding for any loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by the first mentioned Party's negligence or breach of this Memorandum of Understanding.

**ARTICLE 12**  
**ENTRY INTO EFFECT AND DURATION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of three (3) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. Specific projects initiated under this Memorandum of Understanding shall continue until termination of the relevant specific project agreement and shall continue to remain in force even after the expiry of this Memorandum of Understanding.
4. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing given at least thirty (30) days prior to its intention to do so.

5. The termination of this Memorandum of Understanding shall not affect the ongoing activities and/or programmes and commitments which have been agreed upon by the Parties prior to the date of the termination of this Memorandum of Understanding.

**ARTICLE 13**  
**CONFLICT OF INTEREST**

The Parties will take measures to ensure that no holder of both agencies, current or past, may derive any undue benefit from this Memorandum of Understanding.

**ARTICLE 14**  
**GOVERNING LAW**

This Memorandum of Understanding will be interpreted pursuant to and in accordance with the laws of Malaysia.

**ARTICLE 15**  
**NOTICES**

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UTM or UM, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

**To UTM**      *Prof Madya Ts ChM Dr Nik Ahmad Nizam Nik Malek  
Felo Penyelidik, Centre for Sustainable Nanomaterials,  
Ibnu Sina Institute for Scientific and Industrial Research,  
Universiti Teknologi Malaysia  
81310 Skudai, Johor Darul Ta'zim,  
Malaysia  
Tel : +607-553 8001  
E-mail : nikhizam@utm.my*

**To UM**      *Dr Sari Karmina,  
Director Office of International Affairs,  
Universitas Negeri Malang  
Gedung Sasana Budaya Lantai 1  
Jl. Semarang 05 Malang  
Indonesia  
Tel : +62 81232983637  
Email : sari.karmina.fs@um.ac.id*

**ARTICLE 16**  
**E-COMMUNICATION AND SIGNATURE**

The Parties hereby acknowledge the use of electronic communications and electronic signatures as equivalent to a written signature on paper. The Parties also acknowledge and agree that electronic communications is an accepted means of communication for communication of information between the Parties without any usage of papers. Any electronic communication and signature that has been transmitted or signed earlier, present and in the future, shall have the same authority and effect as the undersigned signature.

**ARTICLE 17**  
**MISCELLANEOUS**

The Parties recognise that it is impracticable to make provisions for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this Memorandum of Understanding shall operate between them with fairness and without detriment to the interest of any Party and that each Party shall use its best endeavors to ensure that full effect is given to the terms of this Memorandum of Understanding in the spirit in which it was agreed.

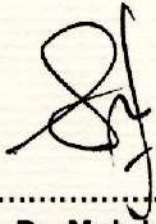
**ARTICLE 18**  
**GOVERNING LANGUAGE**

This Memorandum of Understanding has been executed in English. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

***[ The remaining page is intentionally left blank ]***

**IN WITNESS WHEREOF** the Parties have caused this Memorandum of Understanding to be signed in their respective names as of the day and year first above written.

**UNIVERSITI TEKNOLOGI MALAYSIA**



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**Prof. Ts. Dr. Mohd Shafry Mohd Rahim**  
Vice-Chancellor

**UNIVERSITAS NEGERI MALANG**



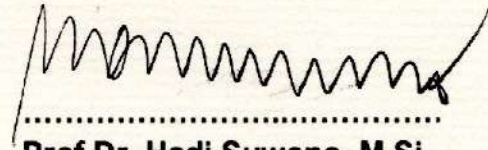
.....  
**Prof. Dr. Hariyono M.Pd.**  
Rector

Witnessed by:



.....  
**Assoc. Prof. Ts. Dr Muhammad Safwan  
Abd Aziz**  
Director,  
Ibnu Sina Institute for Scientific and  
Industrial Research (ISI-SIR),  
Universiti Teknologi Malaysia

Witnessed by:



.....  
**Prof Dr. Hadi Suwono, M.Si.**

Dean,  
Faculty of Mathematics and Natural  
Sciences,  
Universitas Negeri Malang