



MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITI SAINS MALAYSIA

AND

UNIVERSITAS NEGERI MALANG

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this day of , 2026 (hereinafter referred to as "Agreement");

BETWEEN

UNIVERSITI SAINS MALAYSIA, a public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this Agreement is represented by its School of Housing, Building and Planning, with its main address at Level 6, Chancellery Building, Universiti Sains Malaysia, 11800 USM, Pulau Pinang, Malaysia (hereinafter referred to as "USM"), of the first part;

AND

UNIVERSITAS NEGERI MALANG, a public university established under Surat Putusan Menteri Pendidikan Pengadjaran Dan Kebudayaan Republik Indonesia Nomor 33756/KB dated 4 August 1954, and having an address at Jl. Semarang No.5, Malang, East Java, Indonesia 65145 (hereinafter referred to as "UM"), of the second part.

(USM and UM shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:-

- A. USM is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, USM has entered into various collaborative arrangements with other parties in its effort to enhance its research contents and strengthen its industrial networking.
- B. UM is one of the top universities in Indonesia and is committed to offer excellence in learning innovations. UM always strives to produce excellent future educators and professionals by strengthening its research and international networks.
- C. Following discussions between USM and UM, the Parties have agreed to establish collaboration and explore opportunities to develop, support and enrich the research activities, educational programs and training in their respective fields of expertise, thus creating synergistic benefits to both Parties.
- D. In achieving the abovementioned objectives, the Parties are formalizing this collaboration by entering into this Agreement subject to the terms and conditions as stipulated herein.

NOW IT IS HEREBY AGREED as follows:

1. Objectives of this Agreement

USM and UM agree to assist and support each other in the collaboration contemplated herein with the aims to:-

- (a) establish a formal framework for joint research projects in areas of mutual interest, including the shared use of laboratory facilities, reciprocal exchange of researchers and co-publications of results;
- (b) develop a structured partnership focused on academic excellence through the exchange of scholarly materials, joint organisation of international conferences, and faculty development program; and
- (c) implement student mobility framework that defines the reciprocal waiver and administrative responsibilities of both Parties;

2. Roles and Responsibilities of the Parties

In consideration of the covenants herein, the Parties agree that their respective roles and responsibilities under this Agreement shall be as follows:

2.1 USM's Roles and Responsibilities

- (a) Provide reciprocal access to laboratories and library resources for researchers from UM;
- (b) Ensure all joint research follows local ethical standards and safety protocols;
- (c) Facilitate the reciprocal exchange by assisting visiting researchers with office space, local orientations, and administrative 'hosting' duties; and
- (d) Provide designated administrative coordinators to handle nominations, visa assistance, and housing assistance.

2.2 UM's Roles and Responsibilities

- (a) Provide reciprocal access to laboratories and library resources for researchers from USM;
- (b) Ensure all joint research follows local ethical standards and safety protocols;
- (c) Facilitate the reciprocal exchange by assisting visiting researchers with office space, local orientations, and administrative 'hosting' duties; and
- (d) Provide designated administrative coordinators to handle nominations, visa assistance, and housing assistance.

2.3 The Parties' Joint Roles and Responsibilities

- (a) Co-manage the co-publication process, ensuring both parties are credited fairly according to international authorship standards;
- (b) Proactively share scholarly materials while strictly respecting the Intellectual Property and confidentiality of the provider; and

(c) Share responsibility for the funding, marketing, and logistical execution of Joint International Conferences.

2.4 For the purpose of carrying out the roles and responsibilities under this clause 2 and any other activities under this Agreement, USM and UM shall be led by the following researchers respectively:

For USM : Dr. Shida Irwana Omar

For UM : Prof. Dr. Syamsul Bachri

Each researcher from USM and UM may appoint such other researcher or researchers to assist in the implementation of this Agreement.

3. Confidentiality

3.1 Neither Party shall at any time publish or, disclose to any third party, the contents of this Agreement or any Confidential Information of the other Party acquired pursuant to this Agreement without the written consent of the other Party. The obligations herein shall survive and remain binding on the Parties for a period of three (3) years from the expiry or the earlier termination of this Agreement (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 4.3 herein.

3.2 For the purpose of this Agreement, "Confidential Information" –

(a) means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Agreement; that is conveyed by the disclosing Party to the receiving Party, in written, oral, digital, magnetic, photographic and/or whatsoever forms; but

(b) shall exclude such knowledge and information which:

- (i) at the time of disclosure, is part of the public knowledge or literature;
- (ii) after disclosure, becomes generally available to the public by publication or otherwise, through no fault of the receiving Party;
- (iii) can be shown to have already been in the receiving Party's possession and reduced to either drawing, writing or physical embodiment prior

- to disclosure hereunder and which was not acquired, directly or indirectly, from the disclosing Party; and
- (iv) is received by the receiving Party after the time of disclosure hereunder from a third party, imposing no obligation of confidentiality and who did not acquire any such information, directly or indirectly, from the disclosing Party.

3.3 The Parties hereto acknowledge that in the event of any breach of this clause 3 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this clause 3 in addition to all other remedies available to the disclosing Party in law.

4. Validity, Termination and Renewal of the Agreement

4.1 This Agreement is valid and shall remain in effect for three (3) years from the date of this Agreement regardless of the diverse dates the Parties may have signed this Agreement.

4.2 Either Party may terminate this Agreement by giving one (1) month's written notice to the other Party.

4.3 This Agreement may be renewed upon the mutual agreement of both Parties.

5. Event of Default

5.1 If USM or UM (as the case may be) commits any of the conditions stated herein, then, the aggrieved Party shall be entitled to terminate this Agreement by serving a notice to that effect:

- (a) either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
- (b) either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or
- (c) either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or
- (d) either Party fails to comply with any of the obligations under this Agreement.

5.2 The notice to terminate pursuant to clause 5.1 shall not be less than twenty-one (21) days' written notice (hereinafter referred to as "Termination Notice"), save for in the case of sub-clause 5.1(d), whereby the Termination Notice shall be applicable and take effect only after the non-defaulting Party has first served a twenty-one (21) days' written notice to the defaulting Party to remedy the default. In the event the default is not remedied within the aforesaid period, the non-defaulting Party

shall then serve on the defaulting Party the Termination Notice to terminate the Agreement.

- 5.3 Upon termination of this Agreement, both Parties shall have no obligation to each other except for any payment still outstanding and payable by either Party to the other, for activities already undertaken prior to the date of termination.

6. Right to Publish

The data and information arising from activities under this Agreement may be published by either Party, subject to prior written consent of the other Party and in accordance with the respective policies of both Parties.

7. Public Statement

Both Parties agree that no public statement shall be made on this Agreement, or in relation to any products, processes or inventions developed as a result of this Agreement unless approved first by both Parties.

8. Name, Official Emblem and Logo

8.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trademark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified or associated with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

8.2 Any use of the Brand Materials for the purposes stated in clause 8.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

9. Financial Arrangements

Any financial arrangements, including cost-sharing, funding responsibilities, and reimbursement mechanisms, shall be subject to a supplementary agreement(s) to be mutually agreed and signed by the Parties.

10. Intellectual Property Rights

Any new intellectual property arising from activities conducted under this Agreement shall be jointly owned by the Parties, unless otherwise agreed in writing. The terms and conditions governing the use, publication, and commercialization of such intellectual property shall be subject to separate written agreements between the Parties.

11. Continuation of Ongoing Activities

Notwithstanding any termination of this Agreement, both Parties agree that any ongoing activities, including student mobility or exchange programs, shall be allowed to continue

until completion, unless otherwise mutually agreed in writing. In particular, students who are participating in mobility or exchange programs at the time of termination shall be permitted to complete their agreed period of study or activity, subject to the terms and conditions previously agreed upon by the Parties.

12. Relationship Of The Parties

Nothing in this Agreement 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.

13. Notices

Any notice or communication between the Parties shall be delivered to the addresses as hereinbefore appearing or sent to the facsimile number or emailed to the Party concerned.

14. Governing law

This Agreement shall be governed by and construed in accordance with mutually agreed principles of international collaboration. Any disputes arising from this Agreement shall be resolved amicably through consultation and mutual agreement between the Parties.

15. Force Majeure

Both Parties shall not be held liable for delays or failures to perform that result from events or circumstances beyond the reasonable control of either Party and in particular, any failure by either to carry out its obligations as set out in this Agreement.

16. Variation

The terms stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

17. Assignment

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

18. Successors

This Agreement shall be binding on the successors in title and permitted assigns of the Parties.

19. Non-Discrimination

USM and UM agree not to discriminate against any person because of age, sex, national origin, race, ancestry, colour, religious creed disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of staff and students that would violate the principles of non-discrimination.

20. Language of Agreement

If this Agreement is translated into another language, both texts would be deemed to be authentic, but the English text would prevail in the event of a dispute.

21. Counterparts

This Agreement may be executed in any number of counterparts and each such counterpart shall constitute an original of this Agreement. This Agreement shall not be effective until each Party has executed at least one counterpart.

22. E-Communication

The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

23. Mutual Cooperation and Relationship

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close cooperation and mutual assistance.

[next page is the signing page]

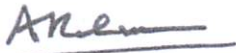
IN WITNESS WHEREOF USM and UM have hereunto executed this Agreement on the date and year first above written.

SIGNED BY
For and on behalf of

SIGNED BY
For and on behalf of

UNIVERSITI SAINS MALAYSIA

UNIVERSITAS NEGERI MALANG



PROF. DATO' SERI IR. DR. ABDUL RAHMAN MOHAMED, FASc
Vice-Chancellor

PROF. DR. HARIYONO
Rector

In the presence of:

In the presence of:



ASSOC. PROF. SR. TS. DR. MD. AZREE OTHUMAN MYDIN
Dean
School of Housing, Building and Planning



PROF. DR. SYAMSUL BACHRI
Director
Graduate School