



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA PERLIS

AND

UNIVERSITAS NEGERI MALANG

DATE:

2021

BETWEEN

UNIVERSITI MALAYSIA PERLIS, an institution of higher learning and a body incorporated in Malaysia under the Universiti Malaysia Perlis (Incorporation) Order 2007 [P.U.(A) 23/2007] and under the Universities and University Colleges Act 1971 [Act 30], whose address is at Kampus Alam UniMAP Pauh Putra, 02600 Arau, Perlis, Malaysia (hereinafter referred to as "**UniMAP**") and shall include its lawful representatives and permitted assigns of the first part;

AND

UNIVERSITAS NEGERI MALANG, a state university established under Surat Putusan Menteri Pendidikan Pengadjaran dan Kebudayaan Republik Indonesia Nomor 33756/KB dated 4 August 1954, whose address is at Jalan Semarang No. 5 Malang 65146 East Java, Indonesia (hereinafter referred to as "**UM**") and shall include its lawful representatives and permitted assigns of the second part.

UniMAP and UM hereinafter referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS

- A. UniMAP is an established University which strives to enhance and strengthen its educational excellence has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance research and academic collaboration;
- B. UM is a comprehensive university which brings the spirit of 'Excellence in Learning Innovation' to strive and contribute to the development of global education by strengthening its research and international cooperation; and
- C. the Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

CLAUSE 1

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations, national policies from time to time in force in each party's country, will endeavour to strengthen, promote, and develop co-operation between the Parties on the basis of equality and mutual benefit.

CLAUSE 2

AREAS OF CO-OPERATION

1. Each Party will, subject to Clause 1, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:
 - (a) joint research;
 - (b) joint publication;
 - (c) joint academic events;
 - (d) student mobility;
 - (e) staff exchange; and
 - (f) any other areas of co-operation to be mutually agreed upon by the Parties from time to time.
2. For the purpose of implementing the co-operation in respect of any area in paragraph 1, the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

CLAUSE 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 the implementation of this Memorandum of Understanding.
3. The Parties will assist each other in obtaining external funding from outside sources for the afore mentioned co-operations.

CLAUSE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute, 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 unless otherwise stipulated in writing by the Parties herein or thereafter.

CLAUSE 5

NO AGENCY

Nothing contained herein shall be construed 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.

CLAUSE 6

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 five (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. This Memorandum of Understanding may be terminated at any time by either party giving the other party written notice of no less than one (1) month.

CLAUSE 7

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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

- (i) 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
- (ii) 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.

CLAUSE 8

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of document, 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. The Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

CLAUSE 9

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, 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 notification has been given to the other Party through diplomatic channels.

CLAUSE 10

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

CLAUSE 11

AMENDMENT

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

CLAUSE 12

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 UniMAP 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	:	UNIVERSITI MALAYSIA PERLIS
Authorized Representative	:	Assoc. Prof. Ir. Dr. Mohd Fathullah Ghazli @ Ghazali
Address	:	Centre of Excellence Geopolymer and Green Technology Universiti Malaysia Perlis 01000 Kangar Perlis Malaysia
Tel. No.	:	+6011-2655 5729
Facsimile No.	:	+604-988 5036
E-mail	:	fathullah@unimap.edu.my

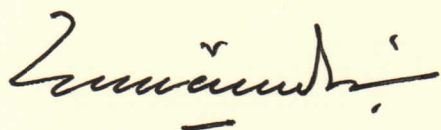
To : **UNIVERSITAS NEGERI MALANG**
Authorized Representative : Dr. Evi Eliyanah, Director of Office of International Affairs
Address : Office of International Affairs
Universitas Negeri Malang
Gedung Sasana Budaya Lt.1
Jl. Semarang 5 Malang
65145, Malang
Indonesia
Tel. No. : +62 341584759 / +62 821-3413-4620
Facsimile No. : +62 341584759
E-mail : uia@um.ac.id

The remainder of this page is intentionally left blank

The foregoing record represents the understandings reached between the Parties upon the matters referred to therein.

Signed in duplicate on this day of in the year 2021 in four (4) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of
UNIVERSITI MALAYSIA PERLIS



PROF. TS. DR. ZALIMAN SAULI
Vice-Chancellor

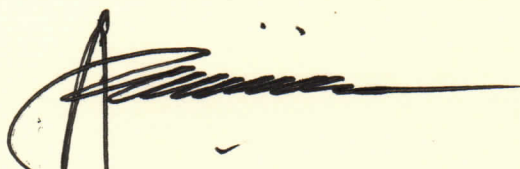
Signed for and on behalf of
UNIVERSITAS NEGERI MALANG

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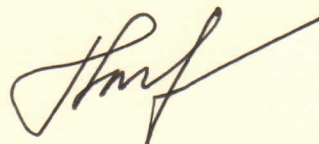
 **PROF. DR. AH. ROFI'UDDIN**
Rector 

In the presence of



**PROF. IR. DR. RIZALAFANDE
CHE ISMAIL**
Deputy Vice-Chancellor
(Research and Innovation)

In the presence of



PROF. DR. MARJI

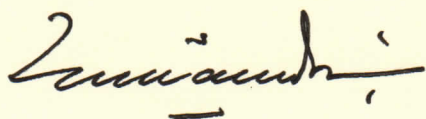
Dean
Faculty of Engineering 



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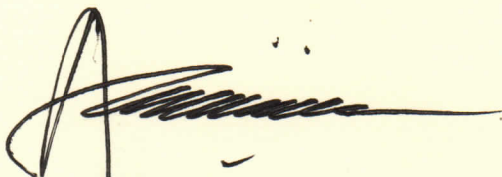
PROF. TS. DR. ZALIMAN SAULI
Vice-Chancellor

Signed for and on behalf of
UNIVERSITAS NEGERI MALANG



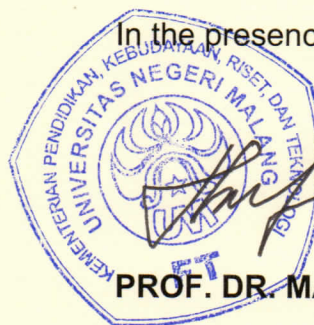
PROF. DR. AH. ROFI'UDDIN
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In the presence of



**PROF. IR. DR. RIZALAFANDE
CHE ISMAIL**
Deputy Vice-Chancellor
(Research and Innovation)

In the presence of



PROF. DR. MARJI
Dean
Faculty of Engineering