



**MEMORANDUM OF AGREEMENT
ON JOINT FUNDING OF RESEARCH AND PUBLICATION**

BETWEEN

UNIVERSITAS NEGERI MALANG

AND

UNIVERSITI TEKNOLOGI MALAYSIA

This **Memorandum of Agreement** (hereinafter referred to as "Agreement") made and entered into thisyear 2022.

Between

UNIVERSITAS NEGERI MALANG INDONESIA (UM), a public university established under Surat Putusan Menteri Pendidikan Pengadjaran Dan Kebudayaan Republik Indonesia Nomor 33756/KB dated 4 August 1954, and having its office at Jl. Semarang No.5, Malang, East Java, Indonesia 65145 (hereinafter referred to as UM) is the first party and shall include its lawful representatives and permitted assigns.

and

UNIVERSITI TEKNOLOGI MALAYSIA (UTM), a public university established under the Universities and University Colleges Act 1971 (Act 30) and for the purpose of this Agreement, is represented by the Universiti Teknologi Malaysia, (hereinafter referred to as "UTM") having its registered address at Universiti Teknologi Malaysia, 81310 UTM Johor Bahru, Johor Darul Takzim is the second party and shall include its lawful representatives and permitted assigns.

UM and UTM is individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS

- (A) UM has vast expertise and resources to perform scientific, technological, and educational research that will benefit scientific development and social welfare.
- (B) UTM has vast resources in terms of facilities and expertise in research and development in Social Science and Engineering Technology and other related areas.
- (C) Both parties are desirous of entering into this Agreement on the terms and conditions hereinafter appearing.

THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1

INTERPRETATIONS

The headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

The following rules of interpretation apply unless the context otherwise requires:

1. the singular includes the plural and vice versa and a gender includes all genders;
2. a reference to a person includes a body corporate, an unincorporated body or other entity and vice versa;
3. a reference to a Section, Article, Schedule, or Appendix is to a section or article of or appendix or schedule to this Agreement;
4. a reference to any Party to this Agreement or any other agreement or document includes the party's successors and permitted assigns;
5. a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied, or replaced from time to time.

The Schedules or Appendices to this Agreement constitute an inseparable part of this Agreement and are binding on the Parties. However, if there should be a conflict between the Schedules or Appendices and this Agreement, the parties shall consult to resolve the inconsistency. However, if such inconsistency cannot be resolved, this Agreement will prevail.

ARTICLE 2

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to define:

1. The relationship between the Parties for the performance of the Research Project, the funding of the Research Project (hereinafter referred to as "Project") and their rights and obligations under this Agreement; and
2. The role and duties of UTM and UM (as defined hereinafter) under this Agreement.

ARTICLE 3

ROLE OF THE PARTIES

1. UM will award a total of **(IDR 1,008,475,000.00)** to all **UTM Principal Investigator** as one to one matching grant for the Research Projects defined in Article 4.
2. UTM will award a total of **(IDR 1,008,475,000.00)** to all **UM Principal Investigator** as one to one matching grant for the Research Project defined in Article 4.

3. UM and UTM shall at its discretion, provide technical support and access in the course of carrying out the Research Project, at all reasonable hours.
4. The copyright or patent ownership of the product produced in this project is equal for both parties.
5. UM and UTM shall be responsible for the performance for carrying out works and investigations under the Research Project as defined and set out in Article 4.
6. UM and UTM shall nominate an authorised officer to coordinate the Research Project throughout the term of Agreement. The identity of the said officer shall be given to the other party before the commencement of this Agreement. Any change of the said officers shall be informed to the other party forthwith.

UTM shall make available to UM and vice versa from time to time all resources, data and research material related to the Research Project and shall permit identified personnel for UM and vice versa access thereto at all reasonable hours to resource and research centre for the purpose stated in this Agreement. Upon completion of the Project, UTM shall deliver to UM and vice versa all research findings, data, and any research material in relation thereto within fourteen (14) days from the date of the completion of the Project.

ARTICLE 4

THE RESEARCH PROJECT

1. The Parties agree to carry out the following Research Project as described in **Appendix 1 and 2** of this Agreement.
2. The details of the Research Project which shall be undertaken by UTM and UM spearhead by UTM and UM Principal Investigator, are attached hereto in **Appendix 1 and 2**. Such details shall include researchers involved, resources to be supplied by UTM and UM the duration of the research and any other relevant details.
3. The outcome of the research project should be in joint publication at an indexed journal minimum of 1 paper.

ARTICLE 5
CONFIDENTIAL INFORMATION

1. Access to information on the subject of the research shall be strictly limited by the Parties to the scientific and technical personnel participating in the Research Project defined in **Appendix 1 and 2.**
2. The Parties shall take all reasonably practicable measure to secure data obtained from the common research and/or from another Party.
3. Except with the other Party's written agreement neither Party shall disclose to any third Party any information obtained from the other Party in any document or correspondence marked 'Confidential' or any trade or business information obtained in confidence from the other Party during a visit to that other's place of business work offices or laboratories in connection with this Agreement.
4. Any such information disclosed by any Party shall be reduced in writing within thirty (30) days of disclosure to the other Party.
5. The obligation in Article 5 shall be in force form the commencement date of this Agreement and after expiry of termination of this Agreement shall remain in force for a period of 1 (one) year except for:
 - a. information that at the time of disclosure is in the public domain;
 - b. information that after disclosure is published or otherwise becomes part of the public domain through no fault of the any of parties;
 - c. information that was in the possession of the party at the time of disclosure and was not acquired from the other party under an obligation of confidentiality;
 - d. information that a party provides written permission to disclose; or
 - e. information that is required by law to be disclosed
6. The Parties agree that all aspects of the Know-how, technology patents, designs and other intellectual property rights to which, whether as owner or a licensee shall be treated as confidential information.

7. The Parties agree that all results issued from the Research Project shall be treated as confidential information.

ARTICLE 6
PATENTS AND OTHER RIGHTS

1. The Parties agree to notify each other of any invention made by the Research Team in writing within thirty (30) days after receipt of an invention disclosure from the inventor.
2. The Parties shall jointly own all rights to all inventions, including computer software, conceived, and reduced to practice solely under this Agreement.
3. UTM shall indicate to the UM in writing and vice versa, within ninety (90) days of receipt of invention disclosure, whether it wishes to file a patent application on the invention, if applicable, or whether it wishes to register copyrightable material. In case UTM or UM waives its rights to file, prosecute, maintain, or defend a patent application or register copyrightable material, or does not respond, in writing, within above-mentioned ninety (90) days, the other Party shall have all rights to file such applications and shall bear all related expenses.
4. The Parties further agree:
 - a. That the names of inventors shall be mentioned, in accordance with legal requirements, in patent filings;
 - b. That their respective personnel cited as inventors shall provide all signatures and satisfy all formalities necessary to the filing, prosecution, and maintenance of said patent; and
 - c. That all necessary measures, relative to the personnel participating in the work covered by this Agreement, will be taken to ensure that the inventions generated within said Agreement shall be classified as Research Project-related inventions.
5. Neither Party shall do any act, which might prejudice the novelty of an invention covered by Clause 6.

ARTICLE 7
PROPERTY OF EQUIPMENT

The Parties shall put the respective equipment at disposal to the Research Staff for the Agreement Period and shall remain responsible for any damages and/or loss to the equipment howsoever and whatsoever arising and shall underwrite the suitable insurance policy for covering such equipment and any third-party liabilities with the respective waiver of recourse from the insurers. At the end of the Research Project, equipment shall belong to UM and UTM. Therefore, each Party shall be liable for and shall defend, indemnify, and hold harmless the other Parties from and against each and every claim which arises out of or in any way relates to loss or damage to its own property and arising out of or relating directly or indirectly to the performance of this Agreement and whether or not resulting from its negligence in any form or its respective officers, employees, servant or agents.

ARTICLE 8
AGREEMENT PERIOD

This Agreement is deemed to have commenced on 1 June 2021 to the 31 May 2023 upon signing of the Agreement and thereafter shall continue to in full force for a duration of **TWO (2) years**. This Agreement may be renewed by the Parties for such period and on such terms and conditions as may be mutually agreed between the Parties.

ARTICLE 9 TERMINATION

1. This Agreement may be terminated at any time by mutual consent of the Parties, provided that such consent to terminate is in writing and is signed by each of the Parties.

2. This Agreement may be cancelled by either of the parties in the event of non-performance of one or several of the obligations contained in the agreement's various clauses. Such termination becomes effective ninety (90) days after the dispatch of a certified letter with return receipt, explaining the reasons for the complaint, unless within this time period the non-performing Party has satisfied his obligations or provided evidence of a hindrance resulting from force majeure. The exercise of this termination right does not exonerate the non-performing Party from fulfilling its contractual obligations until the date the cancellation and any antecedent breach thereof which came into effect nor of damages that may have been suffered by the complainant because of the early termination of the Agreement.

ARTICLE 10

DISPUTES, PROPER LAW, AND JURISDICTION

This Agreement shall be governed by and construed and enforced in accordance with the substantive law of Indonesia or Malaysia, depending on who submits the dispute case, as to all matters, including, without limitation, matters of validity, construction, effect, performance, and remedies.

The Parties shall strive to resolve on an amicable basis any dispute that may arise between them relating to the terms of this Agreement. In the event that the Parties cannot settle a dispute between them the matter shall be finally settled by the Indonesian or Malaysian Courts.

ARTICLE 11

LIMITATION OF LIABILITY

Notwithstanding any other provisions of this Agreement, neither Party shall be liable to the other in contract, tort (including negligence) in respect of any loss, damage or claim howsoever arising and whether or not caused by negligence, for loss of profits (actual or anticipated), loss of the use of capital or revenue, facilities downtime, loss by reason of shutdown (partial or complete) of operations, non-operation or increased expense of operation through delays or otherwise, costs of money, claims of customers or any consequential loss or damage.

ARTICLE 12

FORCE MAJEURE

Neither Party shall be liable to the other Party for any loss or cost or otherwise for any delays and/or failure in the performance of any or all of their respective obligations hereunder, if such delay and/or failure is due to force majeure which shall mean unforeseeable events caused beyond the reasonable control and without the fault of negligence of the Parties and could not have been prevented or overcome by the exercise of due diligence by the said Party including but not limited to, occurrence of consequences arising out of the Acts of God, public enemies, forces of nature, fire, lightning, rebellion, tempest, riots, civil commotion, authority of law (including but not limited to, the withdrawal of any governmental authorisation required by either Party to carry out the terms of this Agreement and issuance of a directive from any relevant authority which is competent to do so to cease carrying out the terms of this Agreement), either Party hereto may elect by notice in writing to determine this Agreement and thereupon all claims hereunder except those which have arisen prior to the date of such election shall be at an end.

ARTICLE 13

MISCELLANEOUS

1. Relation of the Parties

The Parties to this Agreement acknowledge that, pursuant to the terms and conditions of this Agreement, each of them is no more than the independent contractor of the other Party to this Agreement. This Agreement shall not constitute any Party the legal representative or agent of the other, nor shall any Party have the right or authority to assume, create or incur any liability or obligation of any kind express or implied, against or name or on behalf of any other Party.

2. Injunctive Relief

The Parties acknowledge that any material breach of any provisions of Article 5 and 6 of this Agreement would entail irreparable injury to the other Party of this Agreement or its Affiliates and that in addition to other remedies, this Party and its Affiliates shall be entitled to injunctive relief issued by any court or competent jurisdiction restraining any breach of the Party and those with whom it is in active concert, and other equitable relief to prevent any such actual, intended or likely breach, pending arbitration pursuant to Article 11.

3. Successors and Assigns

This Agreement and the rights and obligations hereunder shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that except as otherwise expressly provided herein this Agreement may not be assigned nor transferred, either in whole or in part, by operation of law or otherwise by a Party, without prior written consent of the other party.

4. Amendment, Modification and Waiver

This Agreement may be amended, modified, or supplemented only by written agreement of the Parties. Either Party hereto may waive compliance by the other Party with any term or provision hereof only by an instrument in writing. The waiver by either Party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not waive of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

As further assurance, should either Party request an amendment to this Agreement in light of changed circumstances affecting such Party, the Parties agree to negotiate in good faith in order to reach agreement on such amendment.

5. Legal Enforceability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction. The extent provided always that it is the intention of the Parties that any provision herein shall be read and interpreted in the widest possible sense to the extent permitted by law and to include such implied terms as may be necessary to render the provision enforceable. Any mandatory provision of law applicable to this Agreement shall not, insofar as possible, invalidate or render unenforceable any other provision thereof to the extent that such provision may be construed in a manner which is consistent with such provision of law.

6. Entire Agreement

This Agreement, including the annexes, schedules and exhibits and the agreements and other documents referred to herein and incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter thereof and shall supersede all previous agreements, negotiations, commitment and writings with respect to such subject matter.

7. Notices

All notices, demands, requests and consents hereunder shall be in writing and shall be deemed to have been duly given, at the time of delivery, if delivered, or after forty eight (48) hours from the time of mailing, if mailed by registered or certified mail and addressed to:

- a. To Universitas Negeri Malang:
Rector
Prof. Dr. AH. Rofi'uddin
Graha Rektorat
Universitas Negeri Malang
Email : ria@um.ac.id
Tel.: +62 (0341) 584759 or
+62 821-3413-4620
Jl. Semarang 5 Malang,
65145 Malang, Indonesia

Attn: Dr. Endah Tri Priyatni
Address: Jalan Semarang 5, Malang
65145 Tel:0341551312
Fax: 0341564570
Email: endah.tri.fs@um.ac.id

- b. To Universiti Teknologi Malaysia:
Vice Chancellor
Prof Datuk Ts. Dr. Ahmad Fauzi Bin
Ismail Office of the Vice Chancellor,
Bangunan Sultan Ibrahim
Universiti Teknologi
Malaysia 81310 UTM Johor
Bahru Johor Darul Takzim
Phone: +6075530000
Fax: +6075579376
Email: vicechancellor@utm.my

Attn: AP Dr Alice Sabrina Ismail
Address: Program Architecture,
Faculty of Built Environment and Surveying,
Universiti Teknologi Malaysia
81310 UTM Johor Bahru
Johor Darul Takzim
Tel: +6075530000
Fax: +6075579376
Email: b-alice@utm.my

For the purpose of service of notice for legal proceedings, no change in the address of a Party howsoever brought about shall be effective or binding on the other Party unless the Party changing its address has given to the other Party actual notices of such change of address, and nothing done shall be affected or prejudiced by any subsequent change in the address of one Party which the other Party has no knowledge of at the time the act or thing was done or carried out.

8. Costs and Stamp Duty

Except as otherwise provided in this Agreement, the Parties shall bear their own costs of and incidental to the preparation, execution, and implementation of this Agreement. However, the stamp duty payable pursuant to this Agreement shall be equally borne by the Parties.

9. Protection of Personal Data

The Parties agree to comply with all applicable laws, statutes and/or regulations relating to personal data protection including but not limited to the Personal Data Protection Act 2010.

10. Anti-Corruption

The Parties shall comply with all applicable laws, statutes and/or regulations relating to anti-bribery and anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009, Indonesian Anti-Corruption Law No.20/2001 on Eradication of Corruption and hereby represent and confirm that the Parties have not been engaged in the past and will not engage in the future in any activity, practice or conduct which would constitute an offence under the Malaysian Anti-Corruption Commission Act 2009 or in the case of any activities undertaken in Indonesia, that will constitute as an offence under the Indonesian Anti-Corruption Law No.20/2001 on Eradication of Corruption.

(The remainder of this page is intentionally left blank)

IN WITNESS WHERE OF the authorised representatives of both parties hereunder put their signatures to validate this Research Collaboration.

SIGNED by
For and on behalf of

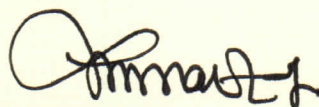
UNIVERSITAS NEGERI MALANG



PROF. DR. AH. ROFI'UDDIN
Rector
Universitas Negeri Malang
Malang, Indonesia

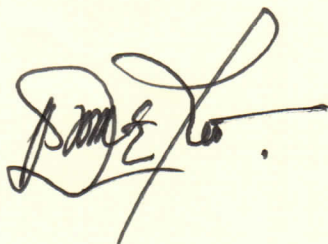
SIGNED by
For and on behalf of

UNIVERSITI TEKNOLOGI MALAYSIA



PROF. DATUK TS. DR. AHMAD FAUZI ISMAIL
President/Vice-Chancellor
Universiti Teknologi Malaysia
Johor Bahru, Malaysia

In the presence of



PROF. DR. MARKUS DIANTORO
Head
Institute for Research and Community
Engagement
Universitas Negeri Malang
Malang, Indonesia

In the presence of



ASSOCIATE PROF. TS. DR. SHUKOR ABD RAZAK
Director
Research Management Centre
Universiti Teknologi Malaysia Johor
Bahru, Malaysia

Appendix 1 (Letter of Award)



KEMENTERIAN PENDIDIKAN, KEBUDAYAAN,
RISET, DAN TEKNOLOGI
UNIVERSITAS NEGERI MALANG (UM)
**LEMBAGA PENELITIAN DAN PENGABDIAN KEPADA
MASYARAKAT (LP2M)**
Jalan Semarang 5, Malang 65145
Telpon: 0341-551312
Laman: www.um.ac.id

Nomor : 19.5.10/UN32.14/L.T/2021

19 Mei 2021

Lampiran : 1 (satu) berkas

Hal : Penerimaan Penelitian Kerjasama Indonesia-Malaysia
(IMRC)

Yth. Associate Prof. Dr. Shukor Abdul Razak
Director Research Management Centre
Universiti Teknologi Malaysia
81310 Johor Bahru
Malaysia

Dengan hormat kami sampaikan daftar judul penelitian yang mendapatkan dana hibah sesuai dengan Nota Kesepahaman antara Universitas Negeri Malang dengan Universiti Teknologi Malaysia dengan jangka waktu pelaksanaan 2 juni s.d. 22 November 2021. Adapun daftar judul terlampir.

Atas perhatian Saudara, kami sampaikan terima kasih.


Prof. Dr. Markus Diantoro, M.Si
NIP 196612211991031001

**DAFTAR PENERIMA DANA HIBAH PENELITIAN KERJASAMA
UNIVERSITAS
NEGERI MALANG DENGAN UNIVERSITI TEKNOLOGI MALAYSIA
TAHUN 2021**

IMRC – EDUKITS

Judul	Ketua Peneliti dari UM	Ketua Peneliti dari UTM	Dana (IDR)
PENGEMBANGAN PHOTOELECTROCHEMICAL (PEC) BERBASIS ZNO NANORODS DENGAN SOLID ELECTROLITE SEBAGAI FUEL GENERATOR	Nandang Mufti, S.Si, M.T., Ph.D.	Dr. Muhammad Safwan Abd Aziz	102,400,000.00
FUEL CELL PROJECT PROMOTING AN ALTERNATIVE RENEWABLE ENERGY LEARNING IN EAST JAVA S SENIOR HIGH SCHOOLS	Rifka Fachrunnisa, S.Pd, M.Ed	Dr. Sheela Chandren	99,800,000.00
PENGEMBANGAN EDUKITS BERBASIS STEM PADA BIDANG KAJIAN NANO DRUGS TARGETING UNTUK TERAPI KANKER (TAHUN KE-II)	Dr. Ibrohim, M.Si	Assoc. Prof. Dr. Nik Ahmad Nizam Nik Malek	92,500,000.00
PENGEMBANGAN SMARTPHONE APPS DAN WEBSITE UNTUK MENDUKUNG PEMBELAJARAN SEL BAHAN BAKAR DI SEKOLAH DENGAN INTEGRASI STEM (LANJUTAN TAHUN KE-3 DARI 3 TAHUN)	Dr. Eng. Siti Sendari, S.T., M.T.	Prof. Hadi Nur	103,425,000.00
PENGEMBANGAN E-LAB MERDEKA BERBASIS IOT-CLOUD UNTUK PRAKTIK EDUKITS 4.0 JARAK JAUH	Aripriharta, S.T., M.T., Ph.D	Dr. Noorzanah Rosmin	99,500,000.00

IMRC – SOSHUM

Judul	Ketua Peneliti dari UM	Ketua Peneliti dari UTM	Dana (IDR)
ANALISIS KEPERLUAN PENGGUNA UNTUK PEMBANGUNAN SISTEM PENGELOLAAN UNESCO GLOBAL GEOPARK MALAY-INDO BERBASIS SIG	Bagus Shandy Narmaditya, S.Pd, M.Pd	PM Dr. Zulkepli Majid	101,000,000.00

ANALISIS POLA TARIAN MASYARAKAT ETNIK MALAYSIA INDONESIA SERTA HUBUNGANNYA TERHADAP KEPENGGUNAAN DALAM RUANG RUMAH TRADISI	Dr. Robby Hidajat, M.Sn	Dr. Iziq Eafifi Ismail	101,000,000.00
PENGEMBANGAN MODEL KETAHANAN KAMPUS TERHADAP IDEOLOGI RADIKALISME PADA PERGURUAN TINGGI DI INDONESIA DAN MALAYSIA	Dr. Didik Sukriono, S.H., M.Hum	PM Dr. Alice Sabrina Ismail	103,000,000.00
PENGEMBANGAN NUSANTARA HERITAGE BERBASIS MEDIA REALITY UNTUK PEMBERDAYAAN PAKET WISATA BUDAYA TRADISIONAL SERUMPUN INDONESIA- MALAYSIA	Lisa Sidyawati S.Pd., M.Pd	Dr. Aiman Mohd Rashid	100,550,000,00
PENGEMBANGAN BUDAYA SERUMPUN MELAYU SEBAGAI DASAR PEMBERDAYAAN INDUSTRI KREARTIF PARIWISATA INDONESIA-MALAYSIA	Dr. Pujiyanto M.Sn	Dr. Roshida Abdul Majid	105,300,000,00
JUMLAH			IDR 1,008,475,000,00



Our Ref. : UTM.J.52.00.00/23.12/1 Jld 2 (68)
Date : 25 January 2022

Prof. Dr. Endah Tri Priyanti, M.Pd
Lecturer of Universitas Negeri Malang
Jalan Semarang 5
Malang, 65145
Indonesia

Dear Dr.,

**MEMORANDUM OF AGREEMENT (MoA) BETWEEN UNIVERSITAS NEGERI MALANG AND
UNIVERSITI TEKNOLOGI MALAYSIA (UTM)**

With all respect, the above matter is referred.

2. I hereby attached the Memorandum of Agreement (MoA) between Universitas Negeri Malang, Indonesia and Universiti Teknologi Malaysia (UTM), Malaysia to be signed by Prof. Dr. Ah. Rofi'uddin, Rector of Universitas Negeri Malang, Indonesia, and witness by Prof. Dr. Markus Diantoro, Head Institute of Research and Community Engagement of Universitas Negeri Malang, Indonesia.


3. Kindly proceed with the formalization by signing the MoA on the signatory page in **two (2) sets**. Kindly return **one (1)** copy of the endorsed MoA to us and **one (1)** copy is for Universitas Negeri Malang, Indonesia.

Thank you.

"Wawasan Kemakmuran Bersama 2030"

"Berkhidmat untuk Negara"

I, who uphold trust,


Sr DR. ZUHAILI BIN MOHAMAD RAMLY
Acting Assistant Dean (External & Global Engagement)
o.b. Vice Chancellor
☎ 07-5557423 ✉ zuhaili@utm.my

cc : **Assoc. Prof. Dr. Alice Sabrina Ismail**
Faculty of Built Environment & Surveying