



MEMORANDUM OF UNDERSTANDING
between
UNIVERSITAS NEGERI MALANG, INDONESIA
and
ZHONGZHI BEIFANG ZHIYANG (BEIJING) EDUCATION TECHNOLOGY CO., LTD, CHINA
ON
**COLLABORATION IN RESEARCH, EDUCATION, COMMUNITY SERVICE, AND HUMAN
RESOURCE DEVELOPMENT**

UM Ref. No. 23.8.15/UN32/KS/2024
BF Ref. No. BF-UM-240822

This Memorandum of Understanding (MoU) is entered into force on 23/08/2024 by and between:

1. **Universitas Negeri Malang (UM)**, an established public university in Indonesia whose address is Jalan Semarang 5 Malang (65145), Indonesia, hereinafter represented by Prof. Dr. Hariyono, M.Pd., and referred to as Party 1,

and

2. **Zhongzhi Beifang Zhiyang (Beijing) Education Technology Co., Ltd**, (DESCRIPTION OF PARTNER), hereinafter represented by Cao Zhenfeng, and referred to as Party 2.

Both UM and Zhongzhi Beifang Zhiyang (Beijing) Education Technology Co., Ltd, hereinafter shall collectively be referred to as "The Parties".

The Parties are seeking to establish collaborations in the above mentioned areas under this MoU upon the terms as therein.

IT IS AGREED AS FOLLOWS:

ARTICLE 1
OBJECTIVE

The Parties to this agreement wish to expand their activities for mutual benefit and in a spirit of academic cooperation and friendship. The objective of this Memorandum of Understanding (MOU) in the areas of **RESEARCH, EDUCATION, COMMUNITY SERVICE, AND HUMAN RESOURCE DEVELOPMENT** is to further develop and carry out long term collaborations as described under Article II.

Initialed by Party I
Initialed by Party II

ARTICLE 2
SCOPE OF ACTIVITIES

The areas of collaboration on academic and research activities covered under this Memorandum of Understanding are as follows:

1. development of collaborative research projects;
2. organization of joint academic activities, such as: courses, conferences, seminars, symposia or lectures;
3. exchange of research, administrative, and teaching personnel;
4. placement and/or exchange of students;
5. exchange of publications and other materials of common interest;
6. any other areas of cooperation to be mutually agreed upon by the Parties.

ARTICLE 3
FURTHER AGREEMENTS

Details of commitments relating to those activities described under Article II shall remain subject to later written agreements between the parties. Until such agreements are completed, neither party shall be under any formal commitment to provide any goods or services.

ARTICLE 4
FUNDING

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 costs and expenses in relation to this Memorandum of Understanding, unless agreed by both Parties.

ARTICLE 5
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and 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 6
INTELLECTUAL PROPERTY RIGHTS, RESULTS, AND PUBLICATIONS

Each party shall continue to remain the sole owner of its materials contributed to any joint project. Arrangements relating to new intellectual property rights jointly created, results and rights of publication shall be agreed in writing.

Initialed by Party I
Initialed by Party II

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ARTICLE 7
SETTLEMENT OF DIFFERENCES

If disputes arise then with the consent of both parties such disputes shall be resolved through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

ARTICLE 8
FORCE MAJEURE

- (1) In the event of force majeure, including natural disasters, fires, security disturbances and other matters that result in the **PARTIES** being unable to carry out the obligations as referred to in ARTICLE 3, the losses suffered by the **PARTIES** shall be borne by the **PARTIES** and the **PARTIES** shall be released from claims for the implementation of this Memorandum of Understanding including claims for losses arising from this force majeure.
- (2) The circumstances as referred to in paragraph (1) must have a direct causal relationship with the losses suffered by the **PARTIES** and be proven by a Certificate from an Authorized Official no later than 30 (thirty) working days from the occurrence of the event as referred to in paragraph (1).

ARTICLE 9
AMENDMENTS, DURATION AND TERMINATION

- (a) Amendments to this Memorandum of Understanding can only be made after consultation and with the mutual written consent of both parties.
- (b) This MOU is written in both English and Indonesian versions. In the event of any discrepancy the English language version shall prevail.
- (c) This Memorandum of Understanding shall be effective from the date of this Memorandum and continue for the duration of five (5) years from that date.
- (d) This Memorandum of Understanding may be terminated by a party on six months' written notice to the other.
- (e) Particulars that are not or have been sufficiently regulated in this Memorandum of Understanding will be regulated later by the **PARTIES** in an amendment to the Memorandum of Understanding (addendum) which is an integral part of this Memorandum of Understanding. This Memorandum of Understanding is made and signed by the **PARTIES**, on the day, date and place, as mentioned above in 2 (two) copies of English and Indonesian versions, each of which has the same legal force.

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ARTICLE 10

NOTICE AND CORRESPONDENCE

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and Indonesian, and delivered personally or sent by a registered or certified post via air mail or by courier or facsimile or email (which shall be acknowledged by other Party) to the Parties at the address, facsimile number, and email address as stated below:

If to Universitas Negeri Malang:

Attention:

Dr. Evi Eliyanah

Director, Office of International Affairs

Gedung Sasana Budaya Lt.1

Universitas Negeri Malang

Email: uia@um.ac.id or iro@um.ac.id

Tel.: +62 (0) 341 551312 ext.360

Fax. no: +62 (0) 341 5847459

Address: Jl. Semarang No.5, Malang, 65145, Indonesia

If to: Zhongzhi Beifang Zhiyang (Beijing) Education Technology Co., Ltd.

Attention:

Liu Kun

General Manager, Headquarter of the Group

Zhongzhi Beifang Zhiyang (Beijing) Education Technology Co., Ltd.

liukun@vip.beifang.net

Tel.: 15810788537

Address: Building 1 No. 19, Yi St. Rongxingbei Rd, Daxing District, Beijing
CHINA

Initialed by Party I
Initialed by Party II

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IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of their respective Parties, have executed this Memorandum of Understanding (MOU). This MOU is signed in Malang, Indonesia, on the 23rd day of August 2024.

For
Universitas Negeri Malang



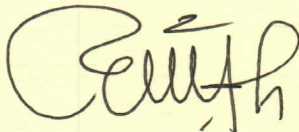
Prof. Dr. Hariyono, M.Pd *h*
Rector
Universitas Negeri Malang
Indonesia

For
Beijing Zhiyang Beifang International
Education Technology Co., Ltd



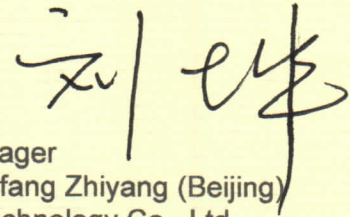
Cao Zhenfeng
Chairman
Zhongzhi Beifang Zhiyang (Beijing)
Education Technology Co., Ltd.
China

In witness of:



Dr. Evi Eliyanah, M.A
Director, Office of International Affairs
Universitas Negeri Malang
Indonesia

In witness of:



Liu Kun
General Manager
Zhongzhi Beifang Zhiyang (Beijing)
Education Technology Co., Ltd.
China

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Initialed by Party II

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