

# MEMORANDUM OF AGREEMENT

by and between



**FACULTY OF ECONOMICS AND BUSINESS,  
UNIVERSITAS NEGERI MALANG**

and



**UNIVERSITI KEBANGSAAN MALAYSIA**

**RESEARCH AND PUBLICATION MENTORSHIP PROGRAMME**

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
FACULTY OF ECONOMICS AND BUSINESS, UNIVERSITAS NEGERI MALANG  
AND  
UNIVERSITI KEBANGSAAN MALAYSIA**

**THIS MEMORANDUM OF AGREEMENT** (hereinafter is referred to as “Agreement”) is entered into this 1<sup>st</sup> day of August 2024;

**By and Between**

**FACULTY OF ECONOMICS AND BUSINESS, UNIVERSITAS NEGERI MALANG**, a university within the Ministry of Education, Culture, Research, and Technology Culture under the guidance of the Directorate General of Higher Education, located which located at Jl. Semarang, No. 5, Sumbersari, Kec. Lowokwaru, Kota Malang, 65145, East Java, INDONESIA (hereinafter referred to as “**FEB UM**”), of the first part;

**And**

**UNIVERSITI KEBANGSAAN MALAYSIA**, an institution of higher learning established and incorporated under the Universities and University Colleges Acts 1971 [Act 30], and having its address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA (hereinafter referred to as “**UKM**”) of the second part.

**FEB UM** and **UKM** hereinafter referred to singularly as “the Party” and collectively as “the Parties”.

**PREAMBLE:**

- A. **FEB UM**, originates from College of Teacher Education (PTPG) which was founded on September 1, 1954 with the Decree of the Minister of Education, Teaching and Culture of the Republic of Indonesia Number 33756/Kb dated August 4, 1954 which was opened and inaugurated on October 18, 1954. For the purpose of this Agreement, **FEB UM** is represented by its Faculty of Economics and Business (FEB).
- B. **UKM** is one of five research universities in Malaysia with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has established partnerships with various organizations. **UKM**, for the purpose of this Agreement is represented by its Faculty of Education.
- C. **FEB UM** has agreed to appoint Dr. Sheerad Sahid from Center for The Study of Leadership & Educational Policy, Faculty of Education, **UKM** (hereinafter referred to as “Research Mentor”) as a research mentor to guide and supervise research project of

a contractual and task-based through an appointment of a letter as prescribed under **Annexure 1** of this Agreement.

- D. The Research Mentor is required to have outstanding credentials, dedication, extensive research and publication experiences in economics, business and entrepreneurship education.
- E. In order to create the legal framework required for this purpose, the Parties agree to implement the Agreement under the terms and condition hereinafter set forth.

**NOW THEREFORE, THE PARTIES HEREBY AGREE ON THE TERMS AND CONDITIONS OF THE AGREEMENT AS FOLLOWS:**

**1. MENTORSHIP PROGRAMME**

- 1.1 The Research Mentor shall implement the responsibilities based on the scope of work as specified in **Annexure 1** with reasonable professional, scientific, ethical and financial principles in and standards;
- 1.2 The Research Mentor shall carry out the responsibilities with due diligence and efficiency and in conformity with sound technical practices;
- 1.3 **UKM** and the Research Mentor shall act at all times protect the interests of the **FEB UM** and shall ensure the completion of the appointment to the satisfaction of the **FEB UM**.
- 1.4 The Research Mentor shall not substitute the **FEB UM**'s with another institution or research institute and shall not substitute the appointment with another programme, without **FEB UM**'s prior written consent; and
- 1.5 The Research Mentor agrees to submit in a timely manner all class records, fulfil the responsibilities stated in Clause 2(b)(i), (ii), (iii) and (iv).

**2. RESPONSIBILITIES OF THE PARTIES**

- 2.1 In consideration of and subject to the terms of this Agreement and all applicable laws, the Parties shall carry out their respective responsibilities in accordance with the provisions of this Agreement and within the scope of responsibilities as set out below:
  - a) **FEB UM** responsibilities shall:
    - (i) provide the financial assistance to Research Mentor for the purpose of the research and publication mentoring program stated under this Agreement;

- (ii) process the disbursement of remuneration which shall be specifically done by the Faculty of Economics and Business, Universitas Malang after the Research Mentor has completed the program and deliver the obligations under Clause 2(b)(i), (ii), (iii) and (iv); and
  - (iii) support the Research Mentor in performing academic and research activities in the faculty.
- b) **UKM** responsibilities through Research Mentor shall:
- (i) mentor and guide students and young lecturers in economics, business and entrepreneurship education research projects;
  - (ii) provide constructive feedback and support in the development of research proposals and publications;
  - (iii) giving guest lectures to **FEB UM** students at the Universitas Negeri Malang or Universiti Kebangsaan Malaysia; and
  - (iv) collaborate with faculty members and researchers on interdisciplinary research initiatives.

### 3. DURATION OF THE AGREEMENT

- 3.1 Notwithstanding the date of signing of this Agreement, the term of this Agreement shall enforce on the **2<sup>nd</sup> of July 2023** and remain for the period of **Five (5) Year** in which it shall expire on the **1<sup>st</sup> of July 2028** subject to the termination provisions contained herein.
- 3.2 The Research Mentor shall carry out the responsibilities in accordance with the provisions herein and should complete the same within the duration of this Agreement.

### 4. BENEFITS AND COMPENSATION

- 4.1 In consideration of the execution and completion of the responsibilities and the fulfilment of the Research Mentor's obligations under this Agreement, **FEB UM** has agreed to provide any financial assistance to **UKM** for the purpose of implementing the mentorship program subject to mutual agreement between Parties.

## 5. CONFIDENTIALITY

- 5.1 Parties shall not disclose the confidential information as regard to all know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formulae, graphs, drawings, designs, biological materials, samples, devices, models and other materials of whatever description which the Party claims is confidential to itself and over which it has full control and includes all other such information that may be in the possession of the Party's employees or management. Information is not confidential if:
- (a) it is or becomes part of the public domain unless it came into the public domain by a breach of confidentiality;
  - (b) it is obtained lawfully from a third party without any breach of confidentiality; or
  - (c) it is already known by the recipient Party (as shown by its written record) before the date of disclosure to it.
- 5.2 The Research Mentor agrees not to disclose any **FEB UM** matter that is identified as confidential as defined above or can be recognized to be confidential. This Clause shall survive and remain valid even after the period of stay has concluded and also is applicable even after this Agreement ends.
- 5.3 The Research Mentor, for the purpose of research and teaching, grants a simple license to use copyrightable scientific, literary or artistic works that are created during the research visit, such license to be free of charge and not subject to any limitation in duration.

## 6. INTELLECTUAL PROPERTY RIGHT

- 6.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations, policies and procedures of both Parties' country and with other international agreements signed by the Government or the authorised organisation provided with mutual agreement between Parties.
- 6.2 The use of the name, logo and/or official emblem of **FEB UM** or **UKM** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.
- 6.3 Subject to any definitive agreement to be agreed by the Parties, the intellectual property rights in respect of any technological development, products and services development, which are developed:

- a. Jointly by the Parties, or any research results obtained through the joint effort of both Parties, shall be jointly owned by the Parties; and
- b. Solely and separately by **FEB UM** or **UKM** any research results obtained through the sole and separate effort of **FEB UM** or **UKM** as the case may be, shall be solely owned by the respective Party concerned. The Parties shall acknowledge each other in any form of writing, publication or presentation based on, or derived from the Service and/or co-operation between the Parties.

## 7. TERMINATION OF SERVICES

This Agreement and the services rendered under it may be subject to discontinuance if the Research Mentor class or assignment is cancelled before the term of the contract begins. Any decisions related to the above rest with the designee. The Research Mentor further specifically acknowledges that **FEB UM** shall not terminate the appointment without providing statement of reasons, evidence of cause, or right to hearing.

## 8. SETTLEMENT OF DISPUTE

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party. Shall the dispute be submitted to judicial institution, the courts of Malaysia shall have jurisdiction to entertain.

## 9. FORCE MAJEURE

9.1 Neither the **FEB UM** nor the **UKM** shall be in breach of its obligation under this Agreement if it is unable to perform its obligation under this Agreement (or any part of them), as a result of the occurrence of an event of Force Majeure. An event of Force Majeure shall mean:

- a. War (whether declared or not), hostilities, invasions, armed conflict, act of foreign enemy, rebellion, insurrection, revolution, terrorism or usurped power;
- b. Ionization radiation or contamination by radioactivity from any nuclear waste, from combustion of nuclear fuel, radioactive toxic, explosive, nuclear assembly or nuclear competent thereof;
- c. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;

- d. Riot and disorders, strike, lockout, labour unrest or other industrial disturbance, sabotage or criminal damage affecting the maintenance of this Agreement or any act of vandalism which is not the fault of the Parties, which cause, or can reasonably be expected to cause, any party to fail to comply with its obligations under this Agreement; and
  - e. Natural catastrophes including but not limited to earthquakes, floods, subsidence, lightning and exceptionally inclement weather and subterranean spontaneous combustion.
- 9.2 If an event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligation under this Agreement (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that event of Force Majeure with full particulars thereof and the consequences thereof.
- 9.3 If either Party considers the event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the parties.
- 9.4 If this Agreement is terminated by an event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the event of Force Majeure.
- 9.5 Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an event of Force Majeure has not occurred.
- 9.6 For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

## 10. NOTICE

### 10.1 Notice

Any communications under this Agreement 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 **FEB UM** or **UKM**, 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 FEB UM:**

Dean  
Faculty of Economics & Business Jl. Semarang, No. 5  
Sumbersari Kec. Lowokwaru Kota Malang  
65145, East Java  
INDONESIA

Telephone : +03 – 4155 2888 Facsimile : -  
E-mail : hadi.sumarsono.fe@um.ac.id /  
putra.hilmi.fe@um.ac.id  
Attention : Dr. Hadi Sumarsono / Putra Hilmi Prayitno

**To UKM:**

Dean  
Faculty of Education  
Universiti Kebangsaan Malaysia  
43600 UKM Bangi  
Selangor Darul Ehsan  
MALAYSIA

Telephone : +603 – 8921 6231 / +6012 – 860 2162  
Facsimile : +603 – 8925 4372  
E-mail : dfpend@ukm.edu.my / sheerad@ukm.edu.my  
Attention : Dr. Sheerad Sahid

**11. MISCELLANEOUS**

**11.1 Assignment**

This Agreement shall not be assigned or novated in whole or in part by the Research Mentor without the prior written consent of **FEB UM** and the **UM** has the absolute right to reject and application and such decision shall be final.

**11.2 Further Assurances**

The Research Mentor shall do all things and execute all further documents necessary to give full effect to this Agreement at its own cost.



### 11.3 **Successors-in-Title**

This Agreement shall be binding on the respective heirs, personal representatives, receivers, successors-in-title and assigns of the Research Mentor.

### 11.4 **Indemnity**

The Research Mentor shall be liable for and shall indemnify, protect and hold harmless the **FEB UM** from and against all suits, actions, demands, damages, losses, expenses and cost which the **FEB UM** may incur, sustain or suffer due to the non-observance of the Research Mentor of its obligations under this Agreement.

### 11.5 **Waiver**

No failure or delay on the part of any Party having an interest in the funds granted to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof, nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

### 11.6 **Language**

The language which Parties will use to read and interpret this Agreement shall be in English languages despite Malay Language and Indonesian Language may be also used in any formal occasions and letters.

### 11.7 **Time**

Time whenever mentioned shall be of the essence to this Agreement.

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**ANNEXURE 1**  
**APPOINTMENT LETTER OF RESEARCH MENTOR**



MINISTRY OF EDUCATION, CULTURE,  
RESEARCH AND TECHNOLOGY  
UNIVERSITAS NEGERI MALANG (UM)  
FACULTY OF ECONOMICS & BUSINESS

Jalan Semarang 5, Malang 65145

Phone: +62 (0) 341-551312

Web: www.fe.um.ac.id

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Number : 21.7.60/UN32.4/LT/2023  
Attachments : 7  
Subject : **APPOINTMENT AS RESEARCH MENTOR**

21 July 2023

**Yth. Dr. Sheerad Sahid**  
Head of Module/ Program  
Business & Entrepreneurship Education,  
Faculty of Education,  
Universiti Kebangsaan Malaysia (UKM)

With Respect,

I am writing to formally appoint Dr. Sheerad Sahid as a Research Mentor at the Faculty of Economics and Business (FEB), Universitas Negeri Malang. Dr. Sheerad Sahid's expertise in entrepreneurship education aligns seamlessly with our institution's research objectives.

With your outstanding credentials, dedication, extensive research and publication experiences in economics, business and entrepreneurship education, we are excited to have you join our research team.

Role : Research and Publication Mentor.  
Faculty : Faculty of Economics and Business.  
Duration : 21<sup>st</sup> July, 2023 to 1<sup>st</sup> July 2028.  
Research Project : see attachment.  
Job Responsibilities :

1. Mentor and guide students and young lecturers in economics, business and entrepreneurship education research projects.
2. Provide constructive feedback and support in the development of research proposals and publications.
3. Foster a collaborative and inclusive research environment that promotes learning and growth.
4. Collaborate with faculty members and researchers on interdisciplinary research initiatives.
5. Giving guest lectures to FEB students at the Universitas Negeri Malang or Universiti Kebangsaan Malaysia.

Faculty of Economics and Business (FEB), Universitas Negeri Malang, will fully sponsor all the expenses for the abovementioned activities.

With this appointment, Dr. Sheerad Sahid will play a crucial role in shaping our students and early-career researchers' academic and research development. Your mentoring style is marked by your patient and encouraging approach, which strongly emphasises empowering mentees to achieve their fullest potential.

We extend our warmest welcome to Dr. Sheerad Sahid and look forward to a fruitful and enriching collaboration as we continue to nurture the talents and aspirations of our research community.

Dean of the Faculty of Economics and Business,  
  
Dr. Hadi Sumarsono, S.T., M.Si.  
NIP. 197003192005011001

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

Signed by, for and on behalf of

**FACULTY OF ECONOMICS AND BUSINESS, UNIVERSITAS NEGERI MALANG:**

**PROF. DR. HARIYONO, M.Pd** *ani*   
Rector  
Universitas Negeri Malang



In the presence of:



**DR. HADI SUMARSONO, S.T., M.Si.**  
Dean  
Faculty of Economic and Business  
Universitas Negeri Malang



Signed for and on behalf of


**UNIVERSITI KEBANGSAAN MALAYSIA:**

**PROF. DATO' GS. TS. DR. MOHD. EKHWAN HJ. TORIMAN**  
Vice-Chancellor  
Universiti Kebangsaan Malaysia

  
  
UNIVERSITI KEBANGSAAN MALAYSIA  
The National University of Malaysia

In the presence of:

**PROF. DR. MOHD. MAHZAN AWANG**  
Dean  
Faculty of Education  
Universiti Kebangsaan Malaysia

  
  
UNIVERSITI KEBANGSAAN MALAYSIA  
The National University of Malaysia

Read and understood by  
**THE RESEARCH MENTOR:**

**DR. SHEERAD SAHID**  
Head of Module  
(Business & Entrepreneurship Education)  
Faculty of Education  
Universiti Kebangsaan Malaysia

  
  
UNIVERSITI KEBANGSAAN MALAYSIA  
The National University of Malaysia