



MEMORANDUM OF AGREEMENT
(MoA)
between
FACULTY OF ECONOMICS AND BUSINESS
UNIVERSITAS NEGERI MALANG
with
FACULTY BUSINESS AND LAW
CURTIN UNIVERSITY
About
TRI DHARMA OF HIGHER EDUCATION



Nomor : 21.10.78/UN32.4/KS/2024

On this **Monday**, the **twenty-first** (21st) day of **October**, in the year **Two Thousand Twenty-Four** (2024), in Malang, both parties hereby agree to establish and sign this Memorandum of Agreement (MoA) as follows:

- I. Name : **Dr. Hadi Sumarsono, S.T., M.Si.**
Position : Dean of the Faculty of Economics and Business, State University of Malang
Address : Jl. Semarang No. 5, Malang, East Java, Indonesia 65145
in this case acting for and on behalf of the Dean of the Faculty of Economics and Business, State University of Malang, hereinafter referred to in this agreement as the **FIRST PARTY**.
- II Name : **Dr. Yuni Yuningsih**
Position : Head of Management Accounting Department, Faculty Business and Law, Curtin University
Address : Located on Kent St, Bentley WA 6102, Australia, hereinafter in this agreement referred to as the **SECOND PARTY**.

Hereinafter **the FIRST PARTY** and **the SECOND PARTY** are jointly called the **PARTIES**.

The PARTIES first consider the following matters:

1. That the **FIRST PARTY** is the Faculty of Economics and Universitas Negeri Malang which organizes Higher Education and is engaged in education, research and community service;
2. That the **SECOND PARTY** is the Management Accounting Department which organizes Education and is engaged in education, research and community service;
3. That the **PARTIES** each have the ability to provide support in a mutually beneficial pattern of cooperation.

Based on these matters, the **PARTIES** consider it necessary to mutually agree with each other as outlined in a *Memorandum of Agreement (MoA)* based on a Memorandum of Understanding between the Universitas Negeri Malang and the Management Accounting Department regarding the Development of Education, Research, and Community Service with the following terms and conditions:

First Party
Second Party

Article 1
DEFINITION

Memorandum of Agreement (MoA) in Tri Dharma Perguruan Tinggi is a memorandum of agreement to cooperate in carrying out activities / activities in the fields of Education, Research and Community Service carried out by **PARTIES**.

Article 2
AIMS AND OBJECTIVES

- 1) The purpose of this MoA is to establish a foundation for implementing activities as outlined in Article 1, with both **PARTIES** jointly preparing these activities in alignment with the scope of this Memorandum of Agreement; and
- 2) The purpose of this MoA is to facilitate mutual support between the **PARTIES** as partners, with the aim of fostering both academic and non-academic activities in a manner that is beneficial to both **PARTIES**.

Article 3
SCOPE

The **PARTIES** will coordinate and mutually agree to collaborate in preparing the duties, responsibilities, and necessary resources to support the implementation of program activities outlined in Article 1. This cooperation will adhere to the policies and conditions applicable to each **PARTY** and encompass the Tri Dharma principles, specifically in the areas of education, research, and community service, with the following details:

a) Education

- (1) *Sharing of* teaching staff in the framework of: guest lectures, expert lectures, training and supervisors;
- (2) Internships for students of S1 Accounting and S1 Accounting Education study programs; and
- (3) International national seminar collaboration;

b) Research

- (1) Collaborative research and publication;
- (2) Implementation of research;
- (3) Collaborative preparation of textbooks, monographs, *references*; and
- (4) Activities to increase the publication of lecturers and students.

c) Community Service

- (1) Cooperation in implementing Community Service based on strategic issues.

Article 4
TARGET

The objectives of this *Memorandum of Agreement (MoA)* are:

- 1) Student;
- 2) Lecturers; and
- 3) Education Personnel.

**Article 5
RIGHTS AND OBLIGATIONS**

- 1) Rights
 - a. Obtain existing human resources of each **PARTY** in carrying out joint activities/activities in accordance with article 1;
 - b. Obtain the availability of a place to carry out the activities/activities in article 1 together with the **PARTIES**; and
- 2) Obligations of **the FIRST PARTY**
 - a. Support the activities/activities in article 1 with the **PARTIES**; and
 - b. **The PARTIES** conduct activities/activities in accordance with article 1.

**Article 6
ACTIVITY LOCATION**

The location of the activities in this memorandum of agreement is carried out at:

1. Universitas Negeri Malang, Jalan Semarang, Malang; or
2. Management Accounting Department Curtin University, Located on Kent St, Bentley WA 6102, Australia; or
3. Other locations agreed upon by the **PARTIES**.

**Article 7
MONITORING AND EVALUATION**

Monitoring and evaluation of the implementation of this memorandum of agreement is carried out jointly and / or each party and carried out at least once every 1 (one) year, initiated by the **FIRST PARTY** or **the SECOND PARTY**.

**Article 8
FINANCING**

As costs incurred in connection with the implementation of this cooperation shall be the responsibility of each **PARTY** in accordance with the provisions of laws and regulations and or according to mutual agreement.

**Article 9
TIME TERM**

This memorandum of understanding is valid for a period of 5 (five) years from the date of signature of this memorandum of understanding and may be extended upon agreement of the **PARTIES**.

**Article 10
CHANGE**

The PARTIES shall not assign any part or all of the rights and obligations under this memorandum of agreement to any other **PARTY** without the written consent of each party.

**Article 11
FORCE MAJEURE.**

- 1) *Force majeure* in this memorandum of understanding means any event or circumstance that occurs beyond the ability and/or power of the **PARTIES** at a certain time, which results in this memorandum of understanding not being able to be implemented by deliberation by either **PARTY** or **PARTIES** including the will of God, labor disputes, strikes, riots, wars, fires, floods, earthquakes, explosions,

First Party
Second Party




sabotage, marine hazards or embargoes, one and other as specified in Article 1266 of the Civil Code (KUH Perdata); and

- 2) In the event of *force majeure* that results in obstruction of the implementation of this collective agreement, the **PARTY** experiencing such *force majeure* shall immediately notify the other **PARTY** in writing no later than 7 (Seven) days from the occurrence of such *force majeure*, accompanied by valid evidence, and take into account the remaining obligations of each **PARTY** until the termination of this memorandum of agreement.

Article 12

EXPIRATION OF THE AGREEMENT

This memorandum of understanding expires when:

- 1) The term of the memorandum of understanding expired;
- 2) There is an agreement **between the PARTIES** to terminate the memorandum of understanding before the expiration of the term of the memorandum of understanding; and
- 3) Termination of the memorandum of agreement as referred to in letter b is sufficient to be carried out in writing from the canceling **PARTY** to the canceled **PARTY** and continued with the Minutes signed by **the PARTIES** by first taking into account the remaining obligations of each **PARTY** until the termination of this memorandum of agreement.

Article 13

DISPUTE RESOLUTION

- 1) If in the future a dispute arises, either relating to the interpretation or implementation of this memorandum of understanding, **the PARTIES** agree to resolve the matter by deliberation or consensus;
- 2) If the settlement efforts as referred to in paragraph (1) of this memorandum of agreement are not obtained, then by agreement the **PARTIES** agree and agree to submit the settlement through the Court; and
- 3) The settlement as referred to in paragraph (2), the decision is final and binding on the **PARTIES**.

Article 14

CORRESPONDENCE

All matters relating to the implementation of this memorandum of understanding shall be submitted in writing and may be submitted by Mail, Registered Mail and/or facsimile to each party as follows:

- FIRST PARTY** : Dean of the Faculty of Economics and Business, Universitas Negeri Malang at Jl. Semarang, Malang
- SECOND PARTY** : The Head of Management Accounting Department at Located on Kent St, Bentley WA 6102, Australia.



Article 15
ADDENDUM AGREEMENT

Any changes that will be made and matters that are not sufficiently regulated in this memorandum of understanding will be determined later in deliberation by the **PARTIES** and will be set out in an *Addendum Agreement* which is part and parcel of this memorandum of understanding.

-----**This MEMORANDUM OF AGREEMENT (MoA)**-----

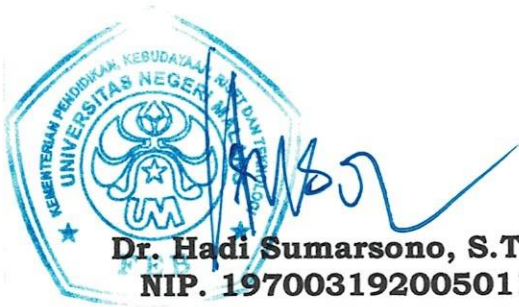
Made and signed in Malang, on the day and date above, made in duplicate 2 (two) each with sufficient stamp duty and has the same legal force 1 (one) copy for the **FIRST PARTY** and 1 (one) copy for the **SECOND PARTY**.

FIRST PARTY

DEAN OF THE FACULTY OF
ECONOMICS AND BUSINESS
UNIVERSITAS NEGERI MALANG

SECOND PARTY

THE HEAD OF MANAGEMENT
ACCOUNTING DEPARTMENT



Dr. Hadi Sumarsono, S.T., M.Si
NIP. 197003192005011001



Dr. Yuni Yuningsih

