



**MEMORANDUM OF AGREEMENTS
BETWEEN
FACULTY OF ECONOMIC AND BUSINESS
UNIVERSITAS NEGERI MALANG**



**AND
ERWADEE SMALL TO MEDIUM ENTERPRISES (SMEs) THAI TRADITIONAL
MEDICINE**

**FOR
TRAINING, TEACHING, RESEARCH, AND COMMUNITY SERVICE**

Number: 9.9.1/UN32.4.5.3/KS/2024

This agreement is signed on 9th September 2024, by the following parties:

1. Dr. Hadi Sumarsono , ST, M.Sc: Dean Faculty of Economic And Business, acting on behalf of Faculty of Economic and Business, Universitas Negeri Malang, located on Jalan Semarang 5, Malang, hereinafter referred to as **THE FIRST PARTY**
2. Mrs. Zone: Marketing Manager, Erawadee SMEs, whose address is at having address at 159/151 Moo 5, Naklua, Banglamung, Chon Buri 20150, Thailand, hereinafter referred to as **THE SECOND PARTY** .

The FIRST PARTY and **the SECOND PARTY** are hereinafter collectively referred to as **the PARTIES** , and each of them is referred to as **a PARTY** .

THE PARTIES first explain the following matters:

- a. that **the FIRST PARTY** is a State University owned by the Government of the Republic of Indonesia with Presidential Decree No. 93 of 1999 dated August 4, 1999 which organizes Higher Education and operates in the fields of Education, Research, and Community Service and is responsible to the Chancellor of Malang State University.
- b. that **the SECOND PARTY** is a factory and pharmacy chain of Thai traditional medicine and natural cosmetics which appeared in Kanchanaburi Province, Thailand 1997;
- c. that each **PARTY** has the ability to provide support in the Cooperation Agreement in an institutional manner that is mutually beneficial, based on mutual agreement.

Based on the above, **THE PARTIES** agree to bind themselves to each other in a Agreement regarding research, training, teaching and community service activities (hereinafter referred to as **the Cooperation Agreement**), with the following provisions and conditions.

First Party initials

Second Party Initials

Article 1
GENERAL REQUIREMENTS

In this Agreement, the following terms are defined:

- (1) A College is an educational unit that provides higher education in the form of a university, institute, college, polytechnic, academy, or community academy.
- (2) Small and medium-sized enterprises (SMEs) are businesses whose personnel and revenue numbers fall below certain limits.
- (3) The Cost Budget Plan (hereinafter abbreviated as RAB) is a planning document that contains detailed calculations of the costs of implementing the Program in a cooperation agreement as a reference for billing and payment during the specified enrichment period.

Article 2
SCOPE

The scope of this collaboration involves 1) the Masters and Doctoral Study of Economic Education Program with the person in charge being Prof. Dr. Nasikh, S.E., M.P., M.Pd; 2) the Master of Accounting Study Program with the person in charge being Dr. Makaryanawati, S.E., M.Si., Ak., CA., CSRS.;3) the Master of Business and Management Education Study Program with the person in charge being Dr. Ludi Wishnu Wardana, M.M.; includes the Research, Training, Teaching, Community Service, And Governance programs by the faculty members of **THE PARTIES**.

Article 3
OBJECTIVE

- (1) **The FIRST PARTY** and **the SECOND PARTY** understand and agree that the cooperation agreement entered into is based on the desire to help each other and benefit each other.
- (2) **The FIRST PARTY** and **the SECOND PARTY** understand and agree that this collaboration aims to improve and support training, teaching, research and community service activities organized by both parties.

Article 4
RIGHTS AND OBLIGATIONS

- (1) Rights and Obligations **THE FIRST PARTY**:
 - a. **THE FIRST PARTY** has the right to access facilities for training, teaching, research, and community service conducted, in accordance with applicable regulations and the terms of this agreement.
 - b. **THE FIRST PARTY** is obligated to inform **THE SECOND PARTY** of training, teaching, research, and community service, no later than 1 (one) month before the implementation of the activity.
- (2) Rights And **SECOND PARTY** Obligations:
 - a. **THE SECOND PARTY** has the right to access facilities from **FIRST PARTY** for training, teaching, research, and community service in accordance with applicable regulations and the terms of this agreement.

First Party initials

Second Party Initials

- b. **THE SECOND PARTY** is obligated inform related activities with training, teaching, research, and community service Program to **FIRST PARTY**, no later than 1 (one) month before the activity implementation.

Article 5
DURATION OF THE AGREEMENT

- (1) This cooperation agreement is valid for a period of 3 (Three) years starting from the date it is signed by **the FIRST PARTY** and **the SECOND PARTY**.
- (2) This cooperation agreement may be extended or renewed with the agreement of **the FIRST PARTY** and **the SECOND PARTY** with prior notification no later than 2 (two) weeks before the end of this agreement.

Article 6
ACTIVITY COSTS

The burden and costs of implementing the activity are a joint responsibility between **the FIRST PARTY** and **the SECOND PARTY** as agreed and presented in the activity's Cost Budget Plan (RAB).

Article 7
IMPLEMENTATION OF COOPERATION

- (1) **THE PARTIES** appoint an officer as a contact person for coordination in implementing cooperation and providing notification to the other **PARTIES**;
- (2) **THE PARTIES** carry out monitoring and evaluation activities for the implementation of cooperation periodically in accordance with the agreement of **THE PARTIES** .

Article 8
CORRESPONDENCE

All letters or notifications sent by each **PARTY** to the other **PARTY** , regarding and/or matters relating to this **Cooperation Agreement** , are made in writing via correspondence and/or email to the following address:

FIRST PARTY

FACULTY OF ECONOMICS AND BUSINESS UNIVERSITAS NEGERI MALANG

Name : Dr. Hadi Sumarsono, ST, M.Si
Position : Dean
Address : Jalan Semarang 5 Malang
Phone : 0341) 552888
Email : dekan.fe@um.ac.id

THE SECOND PARTY

ERAWADEE SMEs

Name : Mrs. Zone
Position : Marketing Manager
Address : 159/151 Moo 5, Naklua, Banglamung, Chon Buri 20150, Thailand
Telephone : +66 982562044
Email : hello@erawadee.com

First Party initials

Second Party Initials

Article 9
FORCE MAJEURE

- (1) Each **PARTY** is released from responsibility for any delay or failure to fulfill the obligations stated in this **Cooperation Agreement** caused or resulting from events beyond the control of each **PARTY** which are classified as *force majeure*.
- (2) **The PARTY** affected by *force majeure* is obliged to notify the other **PARTY** no later than 14 (fourteen) days after the end of *the force majeure* .
- (3) If within 10 (ten) working days of receipt of the notification in question there is no or no response from **the PARTY** receiving the notification, then the risk of the event as referred to in paragraph (3) is deemed to have been agreed to by the **PARTY** .
- (4) *Force majeure* conditions as referred to in this article do not eliminate **the Cooperation Agreement** , and based on the readiness of the conditions, **the PARTIES** can carry out cooperation as appropriate.

Article 10
CLOSING

- (1) Any changes and/or other matters that are not sufficiently regulated in this **Agreement** will be discussed through deliberation by **the PARTIES** and will be set out in an addendum which will form an integral part of this **Agreement**.
- (2) The **Agreement** is made in 2 (two) original copies, properly stamped, and signed by **THE PARTIES**, and both have the same legal force for each **PARTY**.

9th September, 2024
THE FIRST PARTY,



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

THE SECOND PARTY,



Mrs. Zone
Marketing Manager
Erawadee SMEs

First Party initials
Second Party Initials