



MEMORANDUM OF AGREEMENT

**BETWEEN
UNIVERSITAS NEGERI MALANG**

AND

UNIVERSITI MALAYA

**FOR
ACADEMIC EXCHANGE**

Ref. Number: 30.10.31/UN32/KS/2023

This Memorandum of Agreement (MoA) on an academic exchange is entered into force on October 17th 2023 by and between **Universitas Negeri Malang** represented by Faculty of Sports Science having an address at Jalan Semarang 5 Malang, East Java, hereinafter referred to as Party I, and **Universiti Malaya** represented by Faculty of Medicine having an address at Lembah Pantai, 50603 Kuala Lumpur hereinafter referred to as Party II. Both Faculty of Sports Science Universitas Negeri Malang and Faculty of Medicine shall collectively be referred to as the Parties.

In order to promote their mutual interests, the Parties are seeking to establish a collaboration on the organization of an academic exchange. This agreement is an implementation of the provision in Article (1) point (a) Ref. No: 4.4.139/UN32/KS/2023 of the MoU between Universiti Malaya and Universitas Negeri Malang. This agreement is valid from April 4th 2023 for academic year from 2023/2024 until 2024/2025 and may be extended for a further period as may be agreed in writing by the Parties.

1. ORGANIZER

It is agreed that the organization of an academic exchange is to be carried out within the agreed schedule, by the following units at each institution:

Institution	Organizing Unit
Universitas Negeri Malang	<ol style="list-style-type: none">1. Study Program of Bachelor of Public Health Science, Department of Public Health Science2. Study Program of Bachelor of Sport Coaching Education, Department of Sport Coaching Education
Universiti Malaya	Department of Social and Preventive Medicine, Faculty of Medicine

2. RESPONSIBILITIES

In relation to the organization of the academic exchange, both parties are required to undertake the following responsibilities:

Universitas Negeri Malang	Universiti Malaya
<ol style="list-style-type: none">1. Appoint an internationally reputable academic: Dr. Nurnaningsih Herya Ulfah and Dr. Kurniati Rahayu2. Bear the costs of mobility for the academic exchange and other delegates from Malang to Kuala Lumpur and the return3. Organize the event onsite4. Prepare the promotional media of the activity5. Prepare the application forms6. Promote the event in website and social media	<ol style="list-style-type: none">1. Appoint an internationally reputable academic: Prof. Low Wah Yun, Prof. Dr. Choo Wan Yuen2. Bear the costs of mobility for the academic exchange and other delegates from Kuala Lumpur to Malang and the return3. Organize the event onsite4. Prepare the promotional media of the activity, curriculum development5. Prepare the application forms6. Promote the event in website and social media

The academic exchange delegates for the current academic year 2022/2023 are four (4) lecturers and one (1) students from UM Malang. Both Parties agreed that the number of the academic exchange delegates will be differ subject to the mutual written notice between both parties on that particular academic year.

3. RIGHTS

It is hereby agreed that each party is entitled to the rights as indicated below.

Universitas Negeri Malang	Universiti Malaysia
<ol style="list-style-type: none">1. be named as co-organizer in any publicities, promotional materials, and lecture outputs	<ol style="list-style-type: none">1. be named as co-organizer in any publicities, promotional materials, and lecture outputs

4. CONTACT

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English, and delivered to the Parties at the address, facsimile number, and email address as stated below:

To Universitas Negeri Malang:

Septa Katmawanti, S.Gz., M.Kes
Head of Department of Public Health Science
Faculty of Sports Science Universitas Negeri Malang
Email: septakatma.fik@um.ac.id

Dr. Kurniati Rahayu
Head of Department of Sport Coaching Education
Faculty of Sports Science Universitas Negeri Malang
Email: kurniati.rahayuni.fik@um.ac.id

To Universiti Malaya:

Prof. Dr. Victor Hoe Chee Wai Bin Abdullah
Department of Social and Preventive Medicine
Faculty of Medicine Universiti Malaya
Email: victorhoe@um.edu.my

5. DATA PROTECTION

The institution that receives any personal data (receiving party) agrees that when dealing with personal data received from the other institution (disclosing party), it shall:

- 5.1 use personal data only in accordance with the purpose for which it was disclosed;
- 5.2 take appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access as well as against all other unlawful forms of processing; and
- 5.3 not disclose or transfer any personal data received from the disclosing party to any third party without the prior written approval of the disclosing party or of the individual participant whose personal data is to be disclosed or transferred.

6. AMENDMENTS OR MODIFICATIONS

No amendments, modifications, supplements, termination or waiver of any provision of this Agreement will be effective unless made in writing and duly signed by both Parties.

7. OTHERS

Participants of the academic exchange will be expected to abide by the laws and customs of the host country and by the policies, rules and regulations of the host institution.

Each participant of the academic exchange shall ensure that all the entry requirements of the country of the host institution are complied with. Both Parties agree to provide the information regarding the pertinent legal provisions of each host country

8. CONFIDENTIALITY

The Parties agree and undertake to keep confidential at all times any information or data that may be exchange, acquired or shared in connection with any programme or activity conducted pursuant to this agreement save where the same is already in public domain.

9. USE OF NAME, LOGO AND OFFICIAL EMBLEM

Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes, without first obtain the written consent of the other Party.

10. DISPUTE RESOLUTION

Dispute, controversy or claim arising out or relating to this Agreement, or the termination of invalidity thereto shall be solved amicably by both parties, failing which either party may take the dispute, controversy or claim to any competent court of law in Malaysia or Indonesia, depending on where the Defendant resides.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the laws of Indonesia.

12. COUNTERPARTS, EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

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In consideration of the terms covered by this agreement, all the foregoing conditions, covenants, and specifications are hereby accepted by the parties hereto.

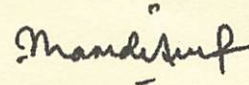
THE FIRST PARTY,

THE SECOND PARTY,



Prof. Dr. Hariyono, M.Pd.
Rector

Date: 17 October 2023



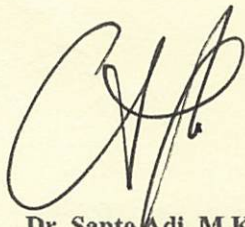
Professor Dato' Ir. Dr. Mohd Hamdi Abd Shukor
Vice-Chancellor

Date: 17 October 2023

IN WITNESS THEREOF

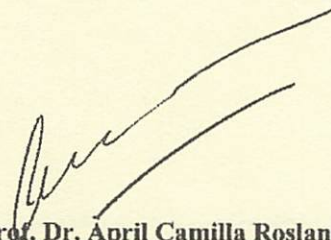
For
Universitas Negeri Malang

For
Universiti Malaya



Dr. Sapto Adi, M.Kes
Dean
Faculty of Sports Science

Date: 17 October 2023



Prof. Dr. April Camilla Roslani
Dean
Faculty of Medicine

Date: 17 October 2023