

**UNIVERSITAS NEGERI
MALANG, INDONESIA**



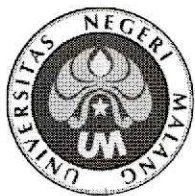
**INSTITUTE OF EDUCATION
MANAGEMENT HO CHI MINH CITY
VIETNAM**



MEMORANDUM OF UNDERSTANDING

**UNIVERSITAS NEGERI MALANG, INDONESIA
AND
INSTITUTE OF EDUCATION MANAGEMENT HO CHI MINH CITY (IEMH), VIETNAM
ON
COLLABORATION IN RESEARCH, EDUCATION, COMMUNITY SERVICE
AND HUMAN RESOURCE DEVELOPMENT**

Ho Chi Minh City, June 25, 2024



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS NEGERI MALANG, INDONESIA
AND
INSTITUTE OF EDUCATION MANAGEMENT IN HO CHI MINH CITY (IEMH), VIETNAM
ON
COLLABORATION IN RESEARCH, EDUCATION, COMMUNITY SERVICE
AND HUMAN RESOURCE DEVELOPMENT**

UM Ref. No. _____

IEMH Ref. No. _____

This Memorandum of Understanding (MoU) is entered into force on 25/06/2024 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 (its Rector of UM, **Prof. Dr. Hariyono** and referred to as Party 1,
and
2. **Institute of Education Management in Ho Chi Minh City (IEMH)**, an institution of educating and training for teachers and school managers, educational leaders in Vietnam established in 1976, with principal office at No. 7-9 Nguyen Binh Khiem street, Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam, duly represented herein by its Rector of Institute, **DR. VU QUANG** and referred to as Party 2.

Both UM and IEMH 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.

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 MOU 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.

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

1. Amendments to this MOU can only be made after consultation and with the mutual written consent of both parties.

2. This MOU is written in English. Signed in 04 original copies in English Language.

3. This MOU shall be effective from the date of this Memorandum and continue for the duration of five (5) years from that date.

4. This MOU may be terminated by a party on six months' written notice to the other.

5. Particulars that are not or have been sufficiently regulated in this MOU will be regulated later by the **PARTIES** in an amendment to the MOU (addendum) which is an integral part of this MOU. This MOU is made and signed by the **PARTIES**, on the day, date and place, as mentioned above in 2 (two) copies, each of which has the same legal force.

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 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: oiia@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: **Institute of Education Management in Ho Chi Minh City**

Attention:
Dr. Dinh Thi Kim Loan, Head of Department,
Department of Training Management & Science Technology
Institute of Education Management in Ho Chi Minh City
No. 7-9 Nguyen Binh Khiem street, Ben Nghe Ward, District 1, Ho Chi
Minh City, Vietnam
Email: dtkloan@iemh.edu.vn
Tel.: 84 (0) 983420034



IN WITNESS WHEREOF, the parties here to have unto set their hands on this 23rd
day of July 2024.

For
Universitas Negeri Malang

Prof. Dr. Hariyono
Rector
Universitas Negeri Malang

In witness of:

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

For
Institute of Education Management
in Ho Chi Minh City



Dr. Vu Quang
Rector
Institute of Education Management
in Ho Chi Minh City

In witness of:

Dr. Vu Dinh Bay
Vice Rector
Institute of Educational Management
In Ho Chi Minh City