



MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITAS NEGERI MALANG
INDONESIA**

AND

**PHNOM PENH TEACHER EDUCATION
COLLEGE
CAMBODIA**

No. 12.10.45/UN32/KS/2023



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITAS NEGERI MALANG

INDONESIA

AND

**PHNOM PENH TEACHER EDUCATION
COLLEGE**

CAMBODIA

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made on this day, September 12th, 2023, BETWEEN

UNIVERSITAS NEGERI MALANG, a public university in Indonesia established under the laws of Indonesia 1954, with the registered address at Jalan Semarang 5 Malang 65145 East Java, Indonesia (hereinafter referred to as “UM”), of **the first part**;

AND

PHNOM PENH TEACHER EDUCATION COLLEGE, with the registered address at Street 271, Group 30, Village 11, Sangkat Teuk Laak 3, Khan Toul Kork, Phnom Penh, Cambodia (hereinafter referred to as “PTEC”) of **the other part**;

UM and PTEC shall hereinafter be referred to as “The Institutions.”

Preamble

WHEREAS, the Institutions have expressed an interest in forming a mutually beneficial academic international partnership to enhance further the services given to its customers and clients through the said partnership.

WHEREAS UM and PTEC desire to promote cooperation and advancement of Academic, Career Development and International Educational collaboration, the Institutions agree as follows.

NOW, THEREFORE, the Institutions agree to the following terms and conditions:

ARTICLE I: OBJECTIVES

The objectives of this cooperation are:

- 1.1 To explore collaborative educational, networking, and outreach initiatives;
- 1.2 To develop programs consistent with the strategic objectives of both institutions, keeping with the common goal to strengthen the capacity of each institution to fulfill its missions;
- 1.3 To promote academic cooperation through joint research and study in the furtherance of the advanced learning scholarship;
- 1.4 To encourage visits by faculty members from one faculty to other to engage in both academic and research;



- 1.5 To encourage visits by students from one faculty to other for an academic exchange program;
- 1.6 To foster the exchange of support such as scholarship, internships, and volunteers,
- 1.7 Other forms of cooperation that the two institutions may jointly arrange. Before implementing each initiative in this category, a formal agreement between UM and PTEC outlining all detailed arrangements, including the full financial responsibility, shall be duly executed.

ARTICLE II: SCOPE OF ACTIVITIES

The scope of activities of the cooperation may include but shall not be limited to participation in seminars, study tours, professor and student exchanges, professional development and training programs, research projects, and community service programs, within the provision of available funding of both parties; and any other co-operation that will mutually be identified and agreed upon by both institutions at later stages.

ARTICLE III: IMPLEMENTATION AGREEMENT

A detailed description of the Scope of Activities shall be defined in an Implementation Agreement for agreed-upon programs which is set out in the annex and shall constitute an integral part of this Memorandum of Understanding. These programs shall include, but not be limited to:

- 3.1 The exchange of academic resources such as printed books, journals, and online resources;
- 3.2 Providing the Institutions with expert consultation in the subject interest;
- 3.3 The fellowship exchange for both long and short periods of time;
- 3.4 Professional development for the academic staff;
- 3.5 Exchange of students preparing for the undergraduate and graduate program provided they are involved in joint projects and live up to the international standards of this agreement;
- 3.6 The organization and support of joint conferences, seminars, workshops, and symposia;
- 3.7 The identification and joint application for funding opportunities that will foster this cooperation;
- 3.8 Development and implementation of joint research and publication;
- 3.9 Any other activities that will be mutually beneficial for parties and will foster the implementation of this agreement.



ARTICLE IV: FINANCIAL ARRANGEMENTS

The parties agree to bear their own legal and other costs incurred concerning the preparation, negotiation, and execution of this MoU and all documents contemplated by it (except where this MoU or those other documents expressly provides to the contrary)

ARTICLE V: ROLE AND RESPONSIBILITIES OF UM AND PTEC

- 5.1 Both institutions acknowledge that visits by faculty members and students from one institution to the other shall comply with the regulations and policies of UM, Indonesia's, and PTEC, Cambodia's provision laws and regulations.
- 5.2 Both institutions agreed that all expenses, including academic and research materials, domestic travel claims, per claim, honoraria, and all other costs, shall be the responsibility of the institutions and determined on case-by-case basis. However, each institution shall strive to facilitate the visits of faculty members for collaboration.

ARTICLE VI: TERMINATION

Either institution may terminate the MoU upon giving six (6) months' written notice.

ARTICLE VII: DURATION AND EXTENSION

This MoU shall be valid for **five (5) years** with effect from the month September of the year 2023 and will be extended automatically following the expiration date for another year unless both parties' dissent from the extension of the agreement **six (6) months** prior to the expiration date.

ARTICLE VIII: WAIVER

Failure by either party to enforce a right is not a waiver of that right or any other right.

ARTICLE IX: GOVERNING LAW

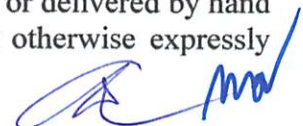
The laws applicable by law and regulations of the Royal Government of Cambodia and the Government of Indonesia govern this MoU, and the party submits to the jurisdiction of the courts of this jurisdiction.

ARTICLE X: ASSIGNMENT

A party must only assign the MoU or any right under this MoU with prior written consent of the other party.

ARTICLE XI: NOTICES

All notices and other communications which are required or may be given under this MoU shall be given in writing, in English, or sent by electronic mail or telefax or delivered by hand to the other party at the address as specified below and shall, unless otherwise expressly



provided herein, be deemed to have been given or made on the date of receipt by the other party;

All notices that either party is required to, or may, serve upon the other party shall be in writing, addressed to the other party to be done as follows:

For UM Universitas Negeri Malang
Address: Jalan Semarang 5 Malang, Indonesia
Attention: Prof. Dr. Hadi Suwono, Dean of Faculty of Mathematics and Natural Sciences
Mobile Phone: +628 11 233 01210
Telephone: +62341 562180
Email : dekan.fmipa@um.ac.id; hadi.suwono.fmipa@um.ac.id
Fax. : +62341 562180
URL : <https://fmipa.um.ac.id/>

For PTEC, Phnom Penh Teacher Education College,
Street 271, Sangkat Teuk Laork 3Khan Toulkork, Phnom Penh, Cambodia
Attention : Mr. Chea Soth, Vice Dean of Faculty of Science Education, PTEC
Telephone: +855 92 511 421
E-mail : chea.soth@ptec.edu.kh

ARTICLE XII : AMENDMENT

The provision in this MoU may be reviewed or amended at any time by agreement made in writing.

Nothing in MoU shall prejudice the right of both parties to establish a similar relationship with other institutions.

ARTICLE XIII: SETTLEMENT OF DISPUTES

Any dispute concerning the interpretations of this Memorandum of Understanding shall be settled amicably through mutual consultation and negotiation.

ARTICLE XIV: COMMENCEMENT DATE

This MoU shall commence from and continue for five (5) years. Any extension of this MoU upon expiry of the term hereof shall be agreed by the Parties hereof.

ARTICLE XV: ENTRY INTO FORCE MAJEURE

Either party shall not be liable for breach of any provisions of this MoU caused by an Act of God, riot, civil commotion, war or military operation, emergency or any sections by the government of the authority, industrial, disputes, fire explosions, flood, bad weather or any similar cause or circumstances beyond the reasonable control of either party.



ARTICLE XVI: VARIATION

Any variation, amendment, addition, or deletion of any of the terms and conditions of this MoU is only valid if made by mutual consent of the Parties, and it should be put in writing.

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IN WITNESS WHEREOF, UM and PTEC hereunto have executed this Memorandum of Understanding on the year and date first above written:

Signed by
For and on behalf of
UNIVERSITAS NEGERI MALANG



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Prof. Dr. Hariyono, M.Pd

Rector of UM

Signed by
For and on behalf of
PHNOM PENH TEACHER EDUCATION COLLEGE



Seng SET, Ph.D.

Director of PTEC

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