

# MEMORANDUM OF UNDERSTANDING Between FACULTY OF LETTERS

# UNIVERSITAS NEGERI MALANG, INDONESIA

# PRIVATE ISLAMIC SCHOOLS ASSOSIATION OF SONGKHLA, THAILAND

This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the cooperation between **Faculty of Letters Universitas Negeri Malang** (hereinafter referred to as **FS UM**) located at Jalan Semarang No. 5 Malang, Jawa Timur, Zip Code 65145, Indonesia and Private Islamic Schools Assosiation of Songkhla, Thailand (hereinafter referred to as **PISA**) located at 48 Village No. 7 Ban Na Sub-District, Chana District, Songkhla 90130, Thailand.

#### ARTICLE I: PURPOSE

The purpose of this MoU is to enable cooperation between FS UM and PISA for education, research, and management to strengthening the capacity building of institution in the Asian region and to support the sustainable development in the global perspective.

#### ARTICLE II: SCOPE

The activities under the scope of this MoU include:

- 2.1 Exchange of faculty members/teachers, staff, and students for research and training.
- 2.2 Participation in seminars, conferences, and academic meetings.
- 2.3 Exchange of information, documents, and publications.
- 2.4 Joint research and project activities that are suitable for the faculty members/teachers in both institutions, with particular emphasis on international funded projects.
- 2.5 Any other areas of cooperation to be mutually agreed upon by the Parties.

### ARTICLE III: DURATION, TERMINATION, AND AMENDMENT

- 3.1 This MoU will be effective from the date of signing by both parties up to a period of five (5) years, and may be subject to extensions by mutual consent of the parties in writing.
- 3.2 Either party may terminate this MoU by giving six (6) months advance notice in writing to the other party.
- 3.3 The provisions of this MoU may be amended at any time with the mutual consent of the Parties in writing.

3.4 The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

#### ARTICLE IV: SPECIAL PROVISIONS

- 4.1 Each party will consult with and take approval of the other party to use the latter's name, the names of the latter's officials/faculty members/teachers, and the logo for the activities under this MoU, and dissemination of results, on a case-by-case basis.
- 4.2 Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).
- 4.3 This MoU shall be governed and construed under the laws of the Government of Republic of Indonesia or of Kingdom of Thailand depending upon where the activities take place.
- 4.4 The two parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU or any subsequent associated agreement informally. Any dispute, controversy or claim arising under, out of or in connection with agreement shall be settled amicably. If an amicable solution cannot be reached for any reason, within 60 days, the most diligent party shall refer the dispute to mediation. If the mediation is not conclusive for any reason within 60 days, the most diligent party may refer the dispute to the competent jurisdiction in.
- 4.5 Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

# ARTICLE V: CONTACT PERSONS (DETAILS)

Vice Dean I Faculty of Letters Universitas Negeri Malang Jl. Semarang 5 Malang Kode Pos 65145 Jawa Timur President Private Islamic Schools Assosiation of Songkhla, Thailand 48 Village No. 7 Ban Na Sub-District, Chana District, Songkhla 90130

#### Indonesia

Tel.: +62 (341) 567475 Fax.: +62 (341) 551312 Email: wd1.fs@um.ac.id Website: www.um.ac.id

#### Thailand

Tel.: + 074 - 371858 Fax.: + 074 - 371858

Email: miftahuddeen@hotmail.com Website: www.miftahuddeen.com

This MoU is prepared in two identical copies. Each party holds one original copy duly signed by the Dean of Faculty of Letters Universitas Negeri Malang and President of Private Islamic Schools Assosiation of Songkhla, Thailand.

Signed for and on behalf of:

Faculty of Letters Universitas Negeri Malang Private Islamic Schools Assosiation of Songkhla, Thailand

Professor Utami Widiati, M.A., Ph.D.

Dean

Mr. Dunyarat Booyoosoh Vice president of PISA

Mr.Rachen Rachphithak Assistant Chief District Officer Dr. Vatit Meesanoon Deputy Director of Private Education

Mr.Teeruth Supawiboonpol Ditector of foreign Affair Division

Date: 24 July 2017

Mr.Thanet Longnawa Mayor of Nathawee Municipal District

Date: 24 July 2017