



MEMORANDUM OF UNDERSTANDING
between
COLLEGE OF EDUCATION, HUE UNIVERSITY
VIETNAM
and
UNIVERSITAS NEGERI MALANG
INDONESIA



This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the cooperation between the **College of Education, Hue University** (hereinafter referred to as **HUCE**), located at 34 Le Loi Street, Hue City, Vietnam and **Universitas Negeri Malang** (hereinafter referred to as **UM**) located at Jalan Semarang No. 5 Malang, East Java, Zip Code 65145, Indonesia.

College of Education, Hue University (HUCE) was founded in 1957. Its missions include training, fostering teachers and educational leaders having undergraduate and post graduate levels serving educational development career of the nation. HUCE has striven to become a quality center of training, scientific research and education and now is among the leading colleges in effectively innovating teaching and learning methods as well as speeding up information technology application in all of its activities.

Universitas Negeri Malang (UM) is a leading university in East Java under the Ministry of Research, Technology and Higher Education, Republic of Indonesia which strives to enhance and strengthen its research and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking.

ARTICLE I: PURPOSE

The purpose of this MoU is to enable cooperation between HUCE and UM for education, technology, research, and management to strengthening the capacity building of institutions 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, staff, and students for study, 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 in both institutions, with particular emphasis on international funded projects.
- 2.5 Exchange of academic publications and educational materials; and
- 2.6 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, 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 Vietnam or of Republic of Indonesia 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 Vietnam.
- 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)

Deputy Head
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International Cooperation
Dr. Ha Viet Hai
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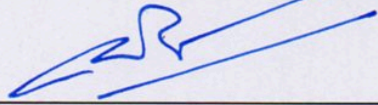
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This MoU is prepared in two identical copies. Each party holds one original copy duly signed by the Rector of College of Education, Hue University and Rector of Universitas Negeri Malang.

Signed for and on behalf of:

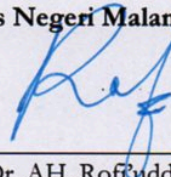
College of Education, Hue University



Dr. Le Anh Phuong
Rector

Date: 18 / 3 / 2017

Universitas Negeri Malang



Professor Dr. AH. Rofuddin
Rector

Date: 18 / 3 / 2017