



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITAS NEGERI MALANG, INDONESIA

AND

UNIVERSITI TEKNIKAL MALAYSIA MELAKA, MALAYSIA

THIS MEMORANDUM OF UNDERSTANDING has been made on the day of 2018.

BETWEEN

UNIVERSITAS NEGERI MALANG/STATE UNIVERSITY OF MALANG, a higher education institution established pursuant to the Ministerial Decree No.38742/Kab. of the Ministry of Education, Teaching, and Culture, Republic of Indonesia, dated 1 September 1954 with the registered address at Jl. Semarang 5, Malang 65145, Jawa Timur, Indonesia (hereinafter referred to as "**UM**") of one part;

AND

UNIVERSITI TEKNIKAL MALAYSIA MELAKA, an institute of higher education established under Universities and University Colleges Act 1971 and having its registered address at Hang Tuah Jaya, 76100 Durian Tunggal, Melaka, Malaysia (hereinafter referred to as "**UTeM**") of the other part.

UTeM and **UM** hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**".

The Parties have entered into this Memorandum of Understanding, for the following objectives:

DESIRING to engage in cooperative educational, service related, and research activities for the mutual benefit of both institutions. **REALIZING** this Memorandum of Understanding declares their respective intentions and establish a basis of co-operation and collaboration between the Parties contained.

WHEREAS:

- A. **UTeM**, a public university, offering diploma, undergraduate and post-graduate degree programs in the technical fields especially engineering, information technology and techno-entrepreneurship courses.
- B. **UM** in Malang, a public 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.
- C. Pursuant thereto, the Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties subject to the terms and conditions hereinafter appearing.

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE 1
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop research, technical co-operation, education and community services between the Parties on the basis of equality and mutual benefit.

ARTICLE 2
AREAS OF COOPERATION

- 2.1 Both Parties envisage that the collaboration contemplated by this Memorandum of Understanding would serve as a forum for collaboration between the Parties for any matter of joint interest *vis-à-vis* a strategic alliance, in defined areas as follows:
- (a) Development of programs designed to promote cooperation in areas of mutual interest;
 - (b) Exchange of undergraduate students and/or attachment programs;
 - (c) Exchange of faculty members and/or attachment programs;
 - (d) Collaboration in teaching and research in the areas of mutual interest of both parties; and
 - (e) Other educational and/or training programs as mutually agreed upon by both Parties.

ARTICLE 3
IMPLEMENTATIONS

- 3.1 The Parties shall for the purpose of this Memorandum of Understanding, establish a Joint Working Group (hereinafter referred to as “the Joint Working Group”) as specified in **Schedule A** to review the implementation of this Memorandum of Understanding between the Parties and the Parties must inform each other in writing the name of the members of the Joint Working Group.
- 3.2 The academic exchange between UTeM and UM as it relates to the exchange of students, will be implemented as follows:
- 3.2.1 The period of enrollment of the students participating in this exchange program should not exceed one year in principle. Any extension of such period shall require written approval from both Parties within thirty (30) days from the date of application for such extension.

- 3.2.2 The number of exchange students will be up to 5 students per year from each University.
- 3.2.3 Exchange students will continue as candidates for the degree at the home University and will not be candidates for the degree at the host University. The status of each exchange student will be non-degree special auditing student or non-degree special research student.
- 3.2.4 "Home University" means the University that students originally belong to.
- 3.2.5 "Host University" means the University that the students were received as exchange students.
- 3.2.6 Each exchange student shall be nominated according to the relevant procedure at the discretion of the Home University. The Host University will admit exchange students according to its established policies and procedures, and availability of the position. The Home University will provide certificate on the academic performance of each student upon completion of the program. The Home University may duly recognize the credits earned by exchange students in accordance with its own regulations.
- 3.2.7 Academic performance shall be evaluated according to the rules and procedures of the Host University.
- 3.2.8 Exchange students shall be exempted from the application, registration, and tuition fees of the Host University.
- 3.2.9 The Host University will assist the exchange students to the fullest extent possible in finding reasonable accommodation.

- 3.2.10 The Host University shall not be responsible for students' personal expenses, such as the cost of travel, accommodation, meals, and required health/medical insurance.
- 3.2.11 The students shall cover themselves with health/medical insurance during the program.
- 3.2.12 The students shall receive the full rights of student in the Host University and be bound by the rules and regulations of the Host University.
- 3.2.13 Other matters necessary for the exchange student shall be mutually determined as specific cases require.
- 3.3 The Joint Working Group shall meet accordingly to discuss issues relating to this Memorandum of Understanding and to identify projects that could be beneficial to the Parties.
- 3.4 The Joint Working Group shall regularly review the progress of technical cooperation contained in this Memorandum of Understanding.
- 3.5 Each party shall be responsible for all its own costs and expenses incurred in sending representatives to attend the aforesaid meeting.
- 3.6 After negotiations and obtaining the agreement, the project activities shall be implemented on a project by project basis subject to the execution of a legally binding specific project agreements (hereinafter referred to as "specific project agreement").
- 3.7 If it is necessary to buy equipment or apparatus to complete each activity or project under this Memorandum of Understanding, either Party may present a list of its requirements to the other Party in writing. The Parties shall then enter into relevant

purchasing agreement subject to and upon the terms mutually agreed upon by the parties.

- 3.8 Both Parties shall endeavor to facilitate all formalities in connection with the preparation, negotiation and implementation of activities within the framework of this Memorandum of Understanding and shall maintain close and direct contact.
- 3.9 Specific projects initiated under this Memorandum of Understanding whilst this Memorandum of Understanding is in operation shall continue until termination of the relevant specific project agreement and will last until the expiry of the relevant specific project.

ARTICLE 4

FINANCIAL ARRANGEMENTS

- 4.1 The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding will be agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds and resources.
- 4.2 Notwithstanding anything in Article 4.1 above, expenses for organizing meeting will be borne by the Party hosting the meetings.

ARTICLE 5

EFFECT OF MEMORANDUM OF UNDERSTANDING

- 5.1 This Memorandum of Understanding 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.

- 5.2 Notwithstanding anything in Article 5.1 above, Article 4.2, Article 5, Article 6, Article 7, Article 8, Article 9 and Article 10 shall be binding on the Parties.

ARTICLE 6
CONFIDENTIALITY

- 6.1 The Parties undertake to observe confidentiality towards other Party not concerned or connected with this Memorandum of Understanding. Any Confidential Information disclosed to either Party pursuant to this Memorandum of Understanding shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
- 6.2 The confidentiality provisions apply to all Confidential Information exchanged between each Party including any Confidential Information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this Memorandum of Understanding. Both Parties agree to adopt the industry's highest standards regarding the disclosure and protection of their Confidential Information.
- 6.3 For the purpose of this clause, 'Confidential Information' includes all technical know-how, financial information and other commercially valuable information in whatever form including, but not limited to, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, tables, flow charts, process charts, models, know-how, copyright in and to documents/software and other materials of whatever description which the Disclosing Party claims is confidential to itself or over which it has full control and includes all other such information that may be in the possession of the Disclosing Party's employees or management.
- 6.4 'Disclosing Party' means the Party which is disclosing its Confidential Information to the other Party.

- 6.5 'Receiving Party' means the Party which is receiving Confidential Information from the other Party.
- 6.6 The obligation of this confidentiality shall not apply under the following circumstances:
- (a) the Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the records of the Receiving Party;
 - (b) the Confidential Information is now or hereafter becomes available to the public in the form of a printed publication through no breach of this Memorandum of Understanding;
 - (c) the Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; and
 - (d) the Confidential Information is required by law to be disclosed.
- 6.7 Each Party agrees and undertakes that it shall ensure that all employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and comply with the obligations as to the confidentiality herein contained.
- 6.8 Both Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 7

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 7.1 The protection of the intellectual property rights shall be enforced in conformity to any existing applicable laws, rules and regulations relating to intellectual property rights.
- 7.2 The use of name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of the other Party.
- 7.3 Notwithstanding anything in Article 7.1 above, the intellectual property rights in respects of any technological development, products, and services development, carried out:
- (a) jointly by the Parties or with research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (b) solely and separately by the Party or with research results obtained through the sole and separate effort of the Parties or with the use of any products which are proprietary to a Party, shall be solely owned by the Party concerned.
- 7.4 Either Party may transfer or assign its title or interest in whole or in intellectual property rights covered by this Memorandum of Understanding to the other Party upon terms to be mutually agreed. Such transfer or assignment must be in writing and shall be effective only upon the written acceptance of the other Party.

ARTICLE 8
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding whose suspension shall take effect immediately after notification has been given to the other Party.

ARTICLE 9
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 10
REVISION, MODIFICATION, AND AMENDMENT

- 10.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and shall form part of this Memorandum of Understanding.
- 10.2 Such revision, modification or amendment will come into force on such date as may be determined by the Parties. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, modification or amendment.

ARTICLE 11
ENTRY INTO FORCE, DURATION, AND TERMINATION

- 11.1 This Memorandum of Understanding shall come into effect on the date of its signing and shall remain in effect for a period of **FIVE (5)** years or until the activities under Article 1 and 2 of this Memorandum of Understanding have been completed or ended in accordance with Article 5 herein, whichever is earlier.
- 11.2 Specific projects initiated under this Memorandum of Understanding whilst this Memorandum of Understanding is in operation shall continue until termination of the relevant specific project agreement and shall continue to remain in force even after the expiry of this Memorandum of Understanding.

This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

- 11.3 Notwithstanding Articles 11.1 and 11.3 above, either Party may, by giving three (3) months' prior notice to the other Party, terminate this Memorandum of Understanding without having to give any reason whatsoever, and upon expiry of the said notice, this Memorandum of Understanding shall be deemed to have been terminated and shall have no further effect whatsoever.

ARTICLE 12
GOVERNING LAW

This Memorandum of Understanding will be interpreted pursuant to and in accordance with Malaysian laws and Indonesian laws.

ARTICLE 13
NON-LIABILITY

To the fullest extent permitted by law, no Party shall be liable to the other Party pursuant to this Memorandum of Understanding for any loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by the first mentioned Party's negligence or breach of this Memorandum of Understanding.

ARTICLE 14
CONFLICT OF INTEREST

The Parties will take measures to ensure that no holder of both agencies, current or past, may derive any undue benefit from this Memorandum of Understanding.

ARTICLE 15
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties arising out of the interpretation or implementation or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation or negotiation between the Parties without reference to any third party.

ARTICLE 16
NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of as shown below or to such other address or electronic mail address as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address which is duly acknowledged:

(a) **To UNIVERSITAS NEGERI MALANG, INDONESIA**

Address :Office of International Affairs,
Gedung Sasana Budaya Lt.1
Universitas Negeri Malang (UM)
Fax. no: +62 (0) 341 5847459
Jl. Semarang No.5, Malang, 65145
Indonesia

Telephone :+62 (0)341 584759 or +62 (0)341 551312 ext.360

Email :uia@um.ac.id or iro@um.ac.id

Fax No. :+62 (0)341 584759

Person in charge :Professor Dr. Yazid Basthomi

(b) **To UNIVERSITI TEKNIKAL MALAYSIA MELAKA:**

Address :Faculty of Manufacturing Engineering,
Universiti Teknikal Malaysia Melaka,
Hang Tuah Jaya, 76100
Durian Tunggal, Melaka, Malaysia.

Telephone :+60123745208

Email :effendi@utem.edu.my

Fax No. :+606-2701047

Person in charge :Associate Professor Dr. Effendi Bin Mohamad

ARTICLE 17

E-COMMUNICATION AND SIGNATURE




The Parties hereby acknowledge the use of electronic communications and electronic signatures as equivalent to a written signature on paper. The Parties also acknowledge and agree that electronic communications is an accepted means of communication for communication of information between the Parties without any usage of papers. Any electronic communication and signature that has been transmitted or signed earlier, present and in the future, shall have the same authority and effect as the undersigned signature.

ARTICLE 18
MISCELLANEOUS

The Parties recognise that it is impracticable to make provisions for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this Memorandum of Understanding shall operate between them with fairness and without detriment to the interest of any Party and that each Party shall use its best endeavours to ensure that full effect is given to the terms of this Memorandum of Understanding in the spirit in which it was agreed.

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IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be signed in their respective names as of the day and year first above written.

<p>UNIVERSITAS NEGERI MALANG, INDONESIA</p>	<p>UNIVERSITI TEKNIKAL MALAYSIA MELAKA, MALAYSIA</p>
<p>Signed by:</p>  <p>----- R 72</p>	<p>Signed by:</p> <p>-----</p>
<p>PROFESSOR DR. AH. ROFI'UDDIN </p> <p>Rector Universitas Negeri Malang, Malang, Indonesia</p>	<p>PROFESSOR DATUK Ts. DR. SHAHRIN BIN SAHIB, FASc.</p> <p>Vice Chancellor Universiti Teknikal Malaysia Melaka, Melaka, Malaysia</p>
<p>Witnessed by:</p>  <p>----- R 72</p>	<p>Witnessed by:</p> <p>-----</p>
<p>PROFESSOR DR. BUDI EKO SOETJIPTO</p> <p>Vice Rector for Academic Affairs Universitas Negeri Malang, Malang, Indonesia</p>	<p>PROFESSOR DATUK Ts. DR. MOHD RAZALI BIN MUHAMAD</p> <p>Deputy Vice Chancellor (Academic and International) Universiti Teknikal Malaysia Melaka, Melaka, Malaysia</p>

SCHEDULE A
THE JOINT WORKING GROUP

UTeM

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