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**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS NEGERI MALANG
AUSTRALIAN COUNCIL FOR EDUCATIONAL RESEARCH
AUSTRALIA
ON
COOPERATION IN THE FIELD OF EDUCATION**

No: 10.10.45/UN32/LN/2018

Universitas Negeri Malang (UM) and Australian Council for Educational Research (ACER), Australia here in after referred to as the "Parties";

Considering their mutual interest in promoting cooperation in the field of education;

Desiring to expand and intensify mutually beneficial cooperation in the field of education; and

Pursuant to the prevailing laws and regulations in their respective countries, as well as the policy and procedures of UM and ACER concerning educational cooperation;

The Parties have reached the following understanding:

**ARTICLE I
Objective**

The objective of this Memorandum of Understanding is to develop educational cooperation on the basis of equality, reciprocity and mutual benefit, and to promote relations and mutual understanding between the Parties.

**ARTICLE II
Scope of Cooperation**

The Parties shall encourage and facilitate cooperation in the following areas:

1. Building staff capacity within UM through staff exchanges, student exchanges, training program, and workshop;
2. Facilitating in-country work experiences for students in relevant fields of studies;
3. Undertaking joint research in Indonesia particularly the area of assessment and evaluation;
4. Organizing and participating in joint seminars, symposiums, workshops, and conferences;
5. Other cooperation activities upon which the Parties may agree from time to time.

**ARTICLE III
Plan of Operation**

A detailed description of the scope of activities shall be defined in a Plan of Operation, which constitutes an integral part of this Memorandum of Understanding.

**ARTICLE IV
Financial Arrangement**

The Parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

**ARTICLE V
Protection of Intellectual Property Rights**

1. The ownership of "Background Intellectual Property" remains with the party that introduces it to the other party for the purpose of this MoU.
2. If either of the Party wishes to disclose confidential data and/or information resulting from the cooperation activities under this Memorandum of Understanding to any third Party, the disclosing Party must obtain prior written consent from the other Party before any disclosure can be made.
3. Whenever either Party requires the cooperation of any third Party for any commercial undertaking resulting from intellectual property covered by this Memorandum of Understanding, this Party will give first preference of the cooperation to the other Party under this Memorandum of Understanding, which will be waived, if the other Party is unable to participate in a mutually beneficial manner.

**ARTICLE VI
Amendment**

This Memorandum of Understanding may be reviewed and amended at any time by mutual consent of the Parties. Such revisions or amendments shall come into effect on such date as may be determined by the Parties and shall form an integral part of this Memorandum of Understanding.

**ARTICLE VII
Entry into Force, Duration and Termination**

1. This Memorandum of Understanding shall enter into force on the date of its signing;
2. This Memorandum of Understanding shall remain to have effect for a period of 5 (five) years and may be extended by the Parties unless it is terminated at any time by either Party by giving written notification to the other Party 2 (two) months in advance.

ARTICLE VIII
Notices

Every notice, request or any other communication required or permitted to be given pursuant to this memorandum of Understanding shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (shall be acknowledged by the other Party) to the parties at the address and facsimile number as stated below:

If to
UNIVERSITAS
NEGERI
MALANG (UM) : Office of Internasional Affairs
Gedung Sasana Budaya Lt.1 or Graha Rektorat Lt.3
Jl. Semarang No.5, Malang, 65145
Email: uia@um.ac.id/ iro@um.ac.id

If to ACER : Gedung Equity Tower Lt.49
Jalan Jend. Sudirman Kav. 52-53
SCBD, Jakarta 12190
E-mail: Indonesia@acer.edu.au

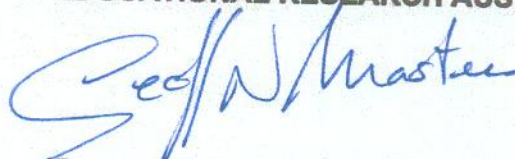
IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.

For
UNIVERSITAS NEGERI MALANG



Prof. Dr. AM. Rofi'uddin
Rector
Date: 10 OCT 2018

For
AUSTRALIAN COUNCIL FOR
EDUCATIONAL RESEARCH AUSTRALIA



Prof. Geoff Masters AO
Chief Executive Officer
Date: 10 OCT 2018