



MEMORANDUM OF AGREEMENT

BETWEEN

**FACULTY OF ECONOMICS
UNIVERSITAS NEGERI MALANG**

AND

**FACULTY OF MANAGEMENT SCIENCE
YALA RAJABHAT UNIVERSITY**

This Memorandum of Agreement (MoA) is made on this day September 2, 2019

BETWEEN

FACULTY OF ECONOMICS, UNIVERSITAS NEGERI MALANG (hereinafter referred to as UM), a Surat Putusan Menteri Pendidikan Pengadjaran dan Kebudayaan Republik Indonesia Nomor 33756/Kb tanggal 4 Agustus 1954 whose address is at Jalan Semarang no. 5 Malang, East Java Indonesia and shall include its lawful representatives and permitted assigns; hereinafter referred to singularly as “the Party” and collectively as “the Parties”),

AND

FACULTY OF MANAGEMENT SCIENCE, YALA RAJABHAT UNIVERSITY, an institution of higher learning accredited legal status according to the Rajabhat University Act and having its address at Yala Rajabhat University, 133 Thesabal 3 Road Tambol Sateng, Amphor Muang Yala Province 9500, Thailand (hereinafter referred to as “**FMS**”) and shall include its lawful representatives and permitted assigns of the second part.

WHEREAS

- A. **FACULTY OF ECONOMICS, UNIVERSITAS NEGERI MALANG** is an established University that developing an excellence university and becoming a reference in the implementation of learning and education, research, and community service.

- B. **FACULTY OF MANAGEMENT SCIENCE, YALA RAJABHAT UNIVERSITY** (hereinafter referred to as FMS), is an as a higher education institution is playing a significant role in producing high quality graduate, providing academic service for society, conducting research and development for relevant academic fields, conserving local and national wisdom, our philosophy is worthwhile learning, use of virtuous knowledge and application of knowledge for development and vision is models of educational management in business administration and communication.

- C. The Parties are desirous of entering into this **Memorandum of Agreement** to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this **Memorandum of Agreement** and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, prom Memorandum of Agreement and develop mutual understanding in education. Co-operation between the Parties based on equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - a) **Student exchange between the two parties;**
 - b) **Collaboration in term of joint research and publication;**
 - c) **Developing academic athmosphere (seminar, workshop and training; and**
 - d) **Any other areas of co-operation to be mutually agreed upon by the Parties.**

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", protection of intellectual property rights" and "settlement of dispute" as contained in Annexure A1 of this Memorandum of Agreement

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Agreement will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Agreement Memorandum of Understanding.

ARTICLE IV
EFFECT OF MEMORANDUM OF AGREEMENT

This Memorandum of Agreement 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.

ARTICLE V
NO AGENCY

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

ARTICLE VI
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Agreement will come into effect on the date of signing and will remain in effect for a period of **4 (four) years**.
2. This Memorandum of Agreement may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

NOTICES

Any communication under this Memorandum of Agreement will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of FACULTY OF ECONOMICS UNIVERSITAS NEGERI MALANG or the FACULTY OF MANAGEMENT SCIENCE YALA RAJABHAT UNIVERSITY, as the case may be, shown below or to such other address or electronic mail address of facsimile 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 or facsimile number which is duly acknowledged:

To : FACULTY OF ECONOMICS, UNIVERSITAS NEGERI MALANG

JL. SEMARANG NO, 5 MALANG

EAST JAVA

INDONESIA

Attn. : Dean

Tel : 62-341-552-888

Fax : 62-341-552-888

E-mail: fe.um.ac.id

To : FACULTY OF MANAGEMENT SCIENC, YALA RAJABHAT UNIVERSITY

133 Thesabal 3 Rd., T. Sateng, A. Muang Yala Province 9500 Thailand.

Attn. : Dean

Tel : +66073-299630

Fax : +66073-299631

E-mail: academic.fms@yru.ac.th

The foregoing record represents the understandings reached between FACULTY OF MANAGEMENT SCIENCE YALA RAJABHAT UNIVERSITY of and FACULTY OF ECONOMICS UNIVERSITAS NEGERI MALANG upon the matters referred to therein.

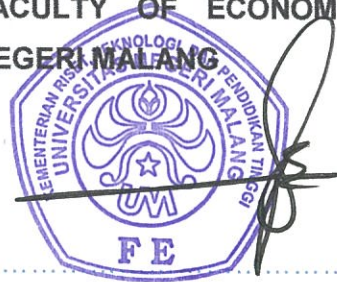
Signed in duplicate at FACULTY OF MANAGEMENT SCIENCE YALA RAJABHAT UNIVERSITY on this 1th day of September in the year 2019 in 2 (two.) original texts, 1 (one.) each in the English, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

Signed by
for and on behalf of the
**FACULTY OF MANAGEMENT SCIENCE, YALA
RAJABHAT UNIVERSITY**



ASST. PROF. DR. Nantharat Namburi
Position : Dean

Signed by
for and on behalf of the
**FACULTY OF ECONOMICS, UNIVERSITAS
NEGERI MALANG**



DR. CIPTO WARDOYO, S.E., M.SI., M.PD, Ak
Position : Dean

In the presence of:

Dr. Nimarunee Hayewangoh
Position : Deputy Dean

In the presence of:

Name :
Position :
No : 2.9.70./UN32.4/LN/2019

ARTICLE ...

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the 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 either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
 - (i) jointly by the Parties or 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
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE ...

CONFIDENTIALITY

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum

of Agreement or involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

ARTICLE ...

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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE ...

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.