

# Memorandum of Understanding

This Memorandum of Understanding is dated March 11, 2019

## Parties

### Fukuoka University

8-19-1, Nanakuma Jonan-ku, Fukuoka 814-0180, Japan

and

### Universitas Negeri Malang (UM)

Jalan Semarang 5, Malang 65145, Malang, Indonesia

## Background

- A. Fukuoka University and Universitas Negeri Malang desire to work in a spirit of cooperation to establish an academic link between the two institutions.
- B. Fukuoka University and Universitas Negeri Malang will explore the opportunities to develop articulated pathway undergraduate programs as well as joint postgraduate programs.
- C. Fukuoka University and Universitas Negeri Malang will identify and develop research programs of mutual interest.

## Agreement

### 1. Effective Date and Duration of Agreement

This Memorandum of Understanding ("MoU") shall take effect on the date it is made and shall continue for a period of 5 years since 2018 to 2023.

### 2. Areas of Co-Operation

The parties will discuss opportunities in the following areas with a view to developing and carrying out collaborative activities of common interests:

- (a) Development and implementation of potential trans-national educational programs;
- (b) Academic staff cooperation on collaborative research in areas of common interest;
- (c) Identification and development of collaborative research programs;
- (d) Establishment of mechanism for joint supervision of higher degree by research candidates;
- (e) Development and implementation of student and staff exchange programs;
- (f) Identification of special short-term academic programs and projects of mutual benefit to both institutions; and
- (g) Any other collaborative efforts that both parties may agree.

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### **3. Activities and Projects**

Collaborative activities or projects between the parties will be subject to further agreement detailing the parties' responsibilities and obligations and the conditions relating to each activity or project and compliance with applicable law including limitation.

### **4. Legal Effect of this Agreement**

This MoU outlines the framework of a working relationship between the parties. Except as expressly noted, it is not intended to constitute a contract, but is built on goodwill and binding in honour only. No partnership or joint venture is created by this MoU, and neither party can commit to the other financially or otherwise to third parties.

### **5. Intellectual Property**

Ownership of Intellectual Property shared by the parties pursuant to this agreement will remain with the contributor or creator. All such material should be treated as confidential and not for public circulation unless specifically agreed otherwise by both parties. This provision shall be binding upon the parties and shall survive the termination or expiry of this agreement.

### **6. Financial Arrangements**

This MoU will not give rise to any financial obligation by one party to the other. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this MoU shall be mutually agreed by the respective parties on a case-by-case basis subject to the availability of funds and resources.

### **7. Use of Name and Logo**

Neither party shall use the name and logo, or any variation thereof, of the other party without first obtaining its written consent.

### **8. Standards of Performance**

The parties agree that all obligations under this MoU and any agreement resulting from this MoU shall be performed in a manner protective of and consistent with both parties' reputation for excellence and integrity in education, research and scholarship.

### **9. Termination**

Either party may terminate this MoU by providing a minimum of six month written notice to the other party.

### **10. Notice**

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English, and delivered personally or sent by a registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by other Party) to the Parties at the address and facsimile number as stated in the following page:

If to Universitas Negeri Malang:

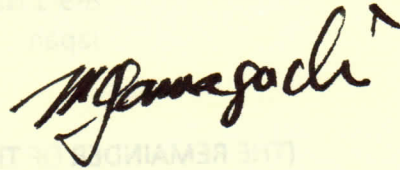
Attention:  
Dr. Evi Eliyanah  
Director, Office of Internasional Affairs  
Gedung Sasana Budaya Lt.1  
Universitas Negeri Malang  
Email: [uia@um.ac.id](mailto:uia@um.ac.id) or [iro@um.ac.id](mailto:iro@um.ac.id)  
Tel.: +62 (0) 341 551312 ext.360  
Fax. no: +62 (0) 341 5847459  
Jl. Semarang No.5, Malang, 65145  
Indonesia

**Executed**

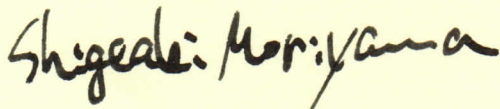
Signed for and on behalf of **Fukuoka University** by its duly authorised officer in the presence of:



Prof. Kenji Mishima  
Faculty of Engineering  
Fukuoka University, Japan

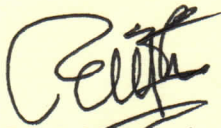


Prof. Masatoshi Yamaguchi  
President,  
Fukuoka University, Japan

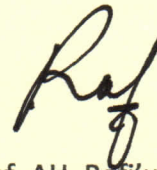


Prof. Shigeaki Moriyama  
Dean, Faculty of Engineering  
Fukuoka University, Japan

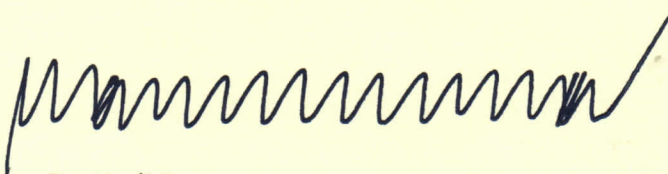
Signed for and on behalf of **Universitas Negeri Malang** by its duly authorised officer in the presence of:



Dr. Evi Eliyanah  
Director, Office of International Affairs  
Universitas Negeri Malang



Prof. AH. Rofi'uddin  
Rector,  
Universitas Negeri Malang



Dr. Hadi Suwono  
Dean, Faculty of Mathematics and Natural Sciences  
Universitas Negeri Malang

If to Fukuoka University:

Attention: Prof. Atsushi Otsu  
Director, Office of Center for International Programs  
Fukuoka University  
Email: kokusai@adm.fukuoka-u.ac.jp  
Tel.: +81-92871-6631 ext. 2162  
Fax: +81-92-873-8420  
8-9-1 Nanakuma, Jonan-ku, Fukuoka 814-0180  
Japan

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# 福岡大学国際センター

*Fukuoka University*

*Center for International Programs*

<http://www.fukuoka-u.ac.jp/>

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電話: 092-871-6631(内線)2163~2164 ファックス:092-873-8420

(Add.)8-19-1 Nanakuma, Jonan-ku, Fukuoka 814-0180 JAPAN

(Phone) 81-92-871-6631 ext. 2163~2164 (Fax) 81-92-873-8420

September 30, 2019

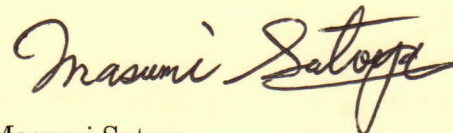
Universitas Negeri Malang  
Jl. Semarang 5,  
Malang 65145  
Indonesia

Dear Lely,

Thank you for the modification of the Agreement. As we've agreed, I am sending you the last page with our side of signings and the revised information on our paper.

Apologies for the late reply and thank you for your effort regarding this matter.

Sincerely,



Masumi Satoya  
Manager  
Center for International Programs  
Fukuoka University  
JAPAN