



### MEMORANDUM OF UNDERSTANDING ACADEMIC, ADMINISTRATIVE AND RESEARCH COLLABORATION

#### BETWEEN:

(1) <u>UNIVERSITAS NEGERI MALANG (UM)</u>, Malang, Jalan Semarang 5 (65145), Indonesia

And

(2) INSTITUCIÓN UNIVERSITARIA ITSA, Carrera 45 No. 48-31, Barranquilla, Colombia.

IT IS AGREED AS FOLLOWS:

### ARTICLE I

The parties to this agreement wish to expand their activities for mutual benefit and in a spirit of academic co-operation and friendship. The objective of this Memorandum of Agreement is to further develop and carry out long term collaboration as described under Article II.

## ARTICLE II SCOPE OF ACTIVITIES

The areas of collaboration on academic and research activities covered under this Memorandum of Agreement are as follows:

- 1. Development of collaborative research projects.
- 2. Organisation of joint academic activities, such as: courses, conferences, seminars, symposia or lectures.
- 3. Exchange of research, administrative, and teaching personnel.
- 4. Placement and/or exchange of students.
- 5. Exchange of publications and other materials of common interest
- 6. Any other areas of cooperation to be mutually agreed upon the Parties.

#### **ARTICLE III**

#### **FURTHER AGREEMENTS**

Details of commitments relating to those activities described under Article II shall remain subject to later written agreements between the parties. Until such agreements are completed neither party shall be under any formal commitment to provide any goods or services.

#### ARTICLE IV

#### **FUNDING**

- 1. This Memorandum of Understanding 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 Understanding, unless agreed by both Parties.

#### ARTICLE V

#### EFFECT OF MEMORANDUM OF UNDERSTANDING

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.

#### ARTICLE VI

### INTELLECTUAL PROPERTY RIGHTS, RESULTS, AND PUBLICATIONS

Each party shall continue to remain the sole owner of its material contributed to any joint project. Arrangements relating to new intellectual property rights jointly created, results and rights of publication shall be agreed in writing.

#### **ARTICLE VII**

#### SETTLEMENT OF DIFFERENCES

If disputes arise then with the consent of both parties such dispute shall be resolved through negotiations, discussion, and consultation to reach consensus.

#### **ARTICLE VIII**

#### AMENDMENTS, DURATION AND TERMINATION

- (a) Amendments to this Memorandum of Agreement can only be made after consultation and with the mutual written consent of both parties.
- (b) This Memorandum of Agreement shall be effective from the date of this Memorandum and continue for the duration of five (5) years from that date.
- (c) This Memorandum of Agreement may be terminated by a party on six month written notice to the other.

# ARTICLE IX 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 email as stated below:

If to Universitas Negeri Malang:

Attention: Director, Office of Internasional Affairs

Gedung Sasana Budaya Lt.1 Universitas Negeri Malang

Email: oia@um.ac.id or iro@um.ac.id Tel.: +62 (0) 341 551312 ext.360 Fax. no: +62 (0) 341 5847459 Jl. Semarang No.5, Malang, 65145

Indonesia

If to Institución Universitaria ITSA:

Attention: Extension and Research Vice-Chancellor

Shirley Urdaneta Cuesta Institución Universitaria ITSA

ori@itsa.edu.co

Tel.: (+57) (+5) 3112370 Ext. 211 Carrera 45 No. 48-31, Barranquilla

Colombia

IN WITNESS WHEREOF, the parties here to have unto set their hands on this			U	_	
day of _	October	, 2019.			

For

Institución Universitaria ITSA

For

Universitas Negeri Malang

Emilio Armando Zapata

Rector

Institución Universitaria ITSA

Colombia

Professor Dr. AH. Rofi'uddin

Rector

Universitas Negeri Malang

Indonesia