



MEMORANDUM OF UNDERSTANDING ON ACADEMIC, ADMINISTRATIVE AND RESEARCH COLLABORATIONS

Ref No: 3.4.71/UN32.32/KS/2023

Ref No.: _____

This Memorandum of Understanding (MoU) is entered into force on March, 2023 by between:

1. **Universitas Negeri Malang (UM)**, an public university in Indonesia established under the decree stipulated by the Ministry of Research, Technology, and Higher Education, Republic of Indonesia No. 33756/Kb dated August 4, 1954, having its address at Jalan Semarang no. 5 Malang 65145, hereinafter referred to as Party 1

and

2. **Universidad de Concepcion (UDEC)**, a public-oriented university in Chile established on Mai, 14, 1919 by the Ministry of Education, having its address at Barrio Universitario s/n, Concepción, Chile, hereinafter referred to as Party 2.

Both UM and UDEC hereinafter shall collectively be referred to as "The Parties".

The parties are seeking to establish collaborations under this MoU upon the terms as stated therein.

IT IS AGREED AS FOLLOWS:

ARTICLE I OBJECTIVE

The Parties to this agreement wish to promote cooperation which will advance educational and research activities as well as opportunities for faculty, staff and students to contribute to enhancing the functions of universities in both each party's respective country. The objective of this Memorandum of Understanding is to further develop and carry out long term collaborations as described under Article II.

ARTICLE II ACTIONS

(A) Action that may be carried out under this MoU include:

1. Discussions pertaining to potential joint research activities;
2. Discussions regarding personnel exchange for purposes of student and research;

3. Discussions regarding information exchange in fields of interests to academic personnel and students of UM and UDEC;
4. Discussions regarding academic personnel exchange for lectures, talks, symposiums, conversations and sharing of experiences.
5. Development, in cooperation, for joint academic programming.
6. Further areas for cooperation may be agreed from time to time.

(B) The parties agree that the programs that may develop from this cooperation will be subject to the following:

1. Each program developed under this MoU shall be memorialized by a separate written implementing agreement.
2. Any opportunities for students and exchange of academic personnel will be in conformance with the rules, regulations and policies established by each party.
3. The parties will each appoint one responsible person for the discussion of the programs developed under this MoU.
4. This MoU will not give rise to any financial obligation by one party to the other.
5. For each program that may be developed under this MOU, the parties will agree upon the financial resources that will be provided by each institution. Such financing will be subject to the rules, regulations and policies of each institution and to the applicable laws of each country. The participation of each party in any of the specific programs will be subject to the availability of funds and agreement of both parties.
6. Both parties agree that the personnel provided by each party for the implementation of the programs that may arise from this MOU will be affiliated exclusively with his/her employer, that each party will assume its responsibilities to this end, and in no case will either party in any way be liable for the actions of the other.
7. All intellectual property owned or controlled by either party will remain its sole and exclusive property and will not be used by the other party for any purpose without the prior written authorization of the party that owns or controls it. Nothing contained in this MOU shall be deemed to grant to the other party any right or license in respect of any patents, inventions, technical information or any intellectual property rights owned by either party.
8. No publicity or advertising regarding any activities or developments under this MOU will be released by either party except by mutual written agreement of the parties. Neither party may use any identifying marks or logos of the other without the express written permission of the other party.
9. The English version of this MOU shall be authoritative version of the MOU for all purposes. In the event of a conflict between the English version and any translation of this MOU, the English version shall control.
10. Nothing herein shall be construed to create an agency relationship between the institutions, or any employment relationships between the institutions for any faculty or

staff member. The institutions are independent contractors and no legal relationship is intended by this MOU.

ARTICLE III

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 or financially binding or enforceable obligations, express or implied.

ARTICLE IV

SETTLEMENT OF DIFFERENCES

This MoU is entered into by the institutions in good faith. If any dispute regarding the interpretation and enforcement of this MOU arises, then with the consent of both parties, such dispute shall be resolved through mutual consultation and/or negotiations between the Parties, without reference to any third party or international/national/local tribunal.

ARTICLE V

AMENDMENTS, DURATION AND TERMINATION

- (a) Amendments to this Memorandum of Understanding can only be made after consultation and with the mutual written consent of both parties.
- (b) This Memorandum of Understanding shall be effective from the date of this Memorandum and continue for the duration of three (3) years from that date.
- (c) This Memorandum of Understanding may be terminated by one party only after an official notice written thirty (30) days prior to the other party.

ARTICLE VI

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 or email (which shall be acknowledged by other Party) to the Parties at the address, facsimile number, and email address as stated below:

For UM:

Dr. Evi Eliyanah
Director, Office of International Affairs
Gedung Sasana Budaya Lt.1
Universitas Negeri Malang
Jl. Semarang No. 5 Malang, 65145, Indonesia
oia@um.ac.id
Tel: +62 821 3413 4620
Fax: +62 (0) 341 5847459

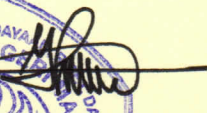
For UDEC:

Director / Directora
Office of International Affairs
Beltrán Mathieu 253
Universidad de Concepción
Chile
dri@udec.cl

Tel: +56 41220 4594

For
Universitas Negeri Malang




Prof. Dr. Hariyono. M.Pd
Rector
Universitas Negeri Malang
Indonesia

Date:

In witness thereof:



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

Date:

For
Universidad de Concepción



Prof. Dr. Carlos Saavedra
Rector
Universidad de Concepción
Chile

Date: 03/16/2023

