



MEMORANDUM OF UNDERSTANDING
between
ASIAN INSTITUTE OF TECHNOLOGY
THAILAND
and
UNIVERSITAS NEGERI MALANG
INDONESIA



This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the cooperation between the **Asian Institute of Technology** (hereinafter referred to as **AIT**), located at Km. 42 Paholyothin Highway, Klong Neung, Klong Luang, Pathumthani 12120, Thailand and **Universitas Negeri Malang** (hereinafter referred to as **UM**) located at Jalan Semarang No. 5 Malang, East Java, Zip Code 65145, Indonesia

The **Asian Institute of Technology (AIT)** is an international institute of higher learning. It is Asia's pioneer institution established in 1959 to help meet the region's growing needs for advanced learning in engineering, science, technology and management, research and capacity building. AIT's mission is to develop highly qualified and committed professionals who will play a leading role in the sustainable development of the region and its integration into the global economy. AIT is based in Thailand and has affiliated centers in other parts of the world.

Universitas Negeri Malang (UM) is a leading university in East Java under the Ministry of Research, Technology and Higher Education, Republic of Indonesia which strives to enhance and strengthen its research and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking.

ARTICLE I: PURPOSE

The purpose of this MoU is to enable cooperation between AIT and UM for education, technology, research, and management to strengthening the capacity building of institution in the Asian region and to support the sustainable development in the global perspective.

ARTICLE II: SCOPE

The activities under the scope of this MoU include:

- 2.1 Enabling UM faculty members and graduates to apply for admission in degree and non-degree programs at AIT under the Indonesian or AIT scholarship and/or international funding support.
- 2.2 Exchange of faculty members, staff, and students for study, research, and training.
- 2.3 Participation in seminars, conferences, and academic meetings.
- 2.4 Exchange of information, documents, and publications.
- 2.5 Joint research and project activities that are suitable for the faculty members in both institutions, with particular emphasis on international funded projects.
- 2.6 Collaboration with programs of all three schools of AIT.
- 2.7 Exchange of academic publications and educational materials; and
- 2.8 Any other areas of cooperation to be mutually agreed upon by the Parties.

W. W.

ARTICLE III: DURATION, TERMINATION, AND AMENDMENT

- 3.1 This MoU will be effective from the date of signing by both parties up to a period of five (5) years, and may be subject to extensions by mutual consent of the parties in writing.
- 3.2 Either party may terminate this MoU by giving six (6) months advance notice in writing to the other party.
- 3.3 The provisions of this MoU may be amended at any time with the mutual consent of the Parties in writing.
- 3.4 The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

ARTICLE IV: SPECIAL PROVISIONS

- 4.1 Each party will consult with and take approval of the other party to use the latter's name, the names of the latter's officials/faculty members, and the logo for the activities under this MoU, and dissemination of results, on a case-by-case basis.
- 4.2 Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).
- 4.3 This MoU shall be governed and construed under the laws of the Kingdom of Thailand or of Republic of Indonesia depending upon where the activities take place.
- 4.4 The two parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU or any subsequent associated agreement informally. Any dispute, controversy or claim arising under, out of or in connection with agreement shall be settled amicably. If an amicable solution cannot be reached for any reason, within 60 days, the most diligent party shall refer the dispute to mediation. If the mediation is not conclusive for any reason within 60 days, the most diligent party may refer the dispute to the competent jurisdiction in Thailand.
- 4.5 Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

ARTICLE V: CONTACT PERSONS (DETAILS)

Director
Office of External Relations
Asian Institute of Technology
P.O.Box 4 KlongLuang
Pathumthani 12120
Thailand

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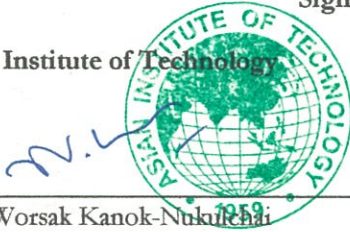
Director
Office of International Affairs
Universitas Negeri Malang
Jl. Semarang 5 Malang
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Tel.: +62 (341) 584758
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Email: oia@um.ac.id; iro@um.ac.id
Website: www.um.ac.id

This MoU is prepared in two identical copies. Each party holds one original copy duly signed by the President of AIT and Rector of Universitas Negeri Malang

Signed for and on behalf of:

Asian Institute of Technology



Prof. Worsak Kanok-Nukulchai
President

Date: 21 MAR 2017

Universitas Negeri Malang

A blue ink signature of Professor Dr. AH. Rofiquddin, written in a cursive style.

Professor Dr. AH. Rofiquddin
Rector

Date: 20/2/2017



COMPLEMENTARY INFORMATION FOR THE MOU/MOA
between
ASIAN INSTITUTE OF TECHNOLOGY (AIT), THAILAND
and
UNIVERSITAS NEGERI MALANG (UM), INDONESIA



1. BRIEF RATIONALE INDICATING THE STANDING/QUALITY OF UM

UM is a public university operating on nonprofit basis. With around 29,000 students undertaking courses in over 100 different study programs, the University awards degrees at Bachelor, Master's, and Doctoral educational levels to meet social demands. The 13th on the national ranking, the university gradually gains trust from enterprises and society in the training quality.

2. BACKGROUND ON ANY EXISTING OR PREVIOUS COLLABORATION WITH AIT

UM has no previous collaboration with AIT. The MoU was initiated through direct communications between UM and AIT.

3. SPECIFIC COMMITMENTS REQUIRED FROM INVOLVED PARTIES

3.1 General Commitment:

UM and AIT commit to implement fully the present MoU.

3.2 UM's Commitment:

- Universitas Negeri Malang (UM) is committed to assisting in the recruitment of students for AIT post-graduate and training programs.
- Universitas Negeri Malang (UM) is committed to introducing AIT programs to UM's community.

3.3 AIT's Commitment:

AIT commits to deliver high quality of post-graduate (i.e. masters and doctoral) programs and trainings.

4. CONCRETE ACTIVITIES PLANNED TO BE UNDERTAKEN UNDER THE MOU

UM:

- To recruit and liaise for the programs offered by AIT among UM community members;
- To jointly work with AIT in developing and implementing the postgraduate education and training programs in engineering, technology and management of AIT;

AIT:

- To jointly work with UM in providing post-graduate education and training programs in UM and its surrounding;
- To provide post-graduate education and training programs for the project management and others as identified and requested by UM that may be mutually agreed upon between AIT and UM.

A handwritten signature in blue ink, appearing to be "N. W.", is located at the bottom right of the page.