



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI MALAYSIA TERENGGANU**

**AND**

**UNIVERSITAS NEGERI MALANG**

**Number: . . /UN32/KS/2021**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the “MoU”) is dated this day 23 NOV 2021

**BETWEEN**

**UNIVERSITI MALAYSIA TERENGGANU**, a public university established under the Universities and University Colleges Act 1971 [Act 30] whose address is at 21030 Kuala Nerus, Terengganu, **MALAYSIA** (hereinafter referred to as “UMT”) of the one part;

**AND**

**UNIVERSITAS NEGERI MALANG**, a university established under Surat Putusan Menteri Pendidikan Pengajaran Dan Kebudayaan Republik Indonesia Nomor 33756/KB dated 4 August 1954 having its address at Jl. Semarang No.5, Sumbersari, Lowokwaru, Malang City, West Java 65145, **INDONESIA** (hereinafter referred to as “UM”) of the other part.

UMT and UM shall hereinafter refer to singularly as “the Party” and collectively as “the Parties”.

**WHEREAS:**

- A. UMT is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. UMT has entered into various collaborative arrangements with other parties to enhance its research capabilities.
- B. UM is one of the leading universities in Indonesia committed to excellence in learning innovations which strives to produce excellent future educators and professionals by strengthening its research and development as well as international cooperation.
- C. The Parties hereby agree to enter into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**THE PARTIES HAVE REACHED AN UNDERSTANDING** as follows:

**ARTICLE 1**

**OBJECTIVE**

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in their respective countries, will endeavor to strengthen, promote and develop academic and research co-operation between the Parties on the basis of equality and mutual benefit.

**ARTICLE 2**

**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) enrolment in postgraduate studies;
  - (b) post-doctorate attachment;
  - (c) collaboration in curriculum development and programme of study;
  - (b) collaboration in research projects and publications;
  - (c) joint organization of conferences and academic meetings;
  - (d) student exchange, practicum and internship programme;
  - (e) exchange of experts, faculty members, and administrative staff;
  - (f) joint development of special projects for mutual benefit; and
  - (g) 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.

**ARTICLE 3**  
**FINANCIAL ARRANGEMENTS**

1. This MoU 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 MoU, unless agreed by both Parties.

**ARTICLE 4**  
**EFFECT OF MEMORANDUM OF UNDERSTANDING**

Notwithstanding any obligations of the Parties contained herein, this MoU 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 5**  
**ENTRY INTO EFFECT AND DURATION**

1. This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years unless terminated by either Party by giving six (6) months-notice in writing.
2. This MoU may be extended for a further period subject to mutual agreement in writing by the Parties.
3. The termination of this MoU will not affect the implementation, where practicable, of on-going activities/programs, which have been agreed upon prior to the date of termination of this MoU.



**ARTICLE 6**  
**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 MoU or any other agreements made pursuant to this MoU.
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 MoU, 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 early termination or expiration of this MoU.

**ARTICLE 7**  
**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. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respects of any technological development, products and services development, carried out:
  - (a) jointly by the Parties or research results obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (b) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, will be solely owned by the Party concerned.

**ARTICLE 8**  
**REVISION, MODIFICATION AND AMENDMENT**

The Parties may revise, amend or modify all or any part of this MoU by way of a supplementary MoU in writing. Such revision, amendment or modification, if mutually agreed upon, shall come into operation on such date as may be determined by the Parties. Any revision, amendment or modification shall be done without prejudice to the rights and obligations arising from or based on this MoU prior or up to the date of such revision, amendment or modification.

**ARTICLE 9**  
**NO AGENCY**

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

**ARTICLE 10**  
**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 MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or tribunal.

**ARTICLE 11**  
**NOTICES**

Any communication under this MoU will be in writing in the Bahasa Malaysia or English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UMT or UM, as the case may be, shown below or to such other address or electronic mail address or facsimile number 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 UMT** : Dean  
Faculty of Business, Economics and Social Development  
Universiti Malaysia Terengganu  
21030 Kuala Nerus, Kuala Terengganu, **MALAYSIA**  
Contact Person : Dr. Jumadil Saputra  
Tel : +60 17-693 9109 / +609-668 4980  
Fax : +609-668 4237  
E-mail : [jumadil.saputra@umt.edu.my](mailto:jumadil.saputra@umt.edu.my)

**To UM** : Dean  
Faculty of Economics  
Universitas Negeri Malang  
Jalan Semarang No.5, Sumbersari, Lowokwaru,  
Kota Malang, 65145 West Java, **INDONESIA.**  
Contact Person : Mr. Ahmad Fawaiq Suwanan  
Tel : +62 815-5904-806  
Fax : 0341-551312  
E-mail : [ahmad.suwanan.fe@um.ac.id](mailto:ahmad.suwanan.fe@um.ac.id)

Cc to:  
Attention : Director, Office of International Affairs  
Address : Office of International Affairs,  
Universitas Negeri Malang  
Jl. Semarang No. 5, Malang, 65145, Indonesia  
Tel no. : +62 (0) 341 551312 ext.360  
Fax no. : +62 (0) 341 5847459  
e-mail : [uia@um.ac.id](mailto:uia@um.ac.id)

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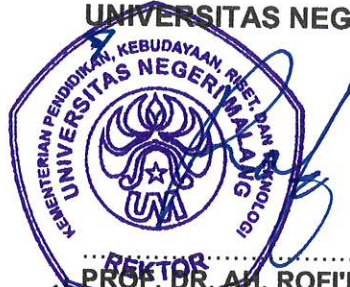
**IN WITNESS WHEREOF** the Parties hereto have executed this Memorandum of Understanding on the day and year first above written.

**SIGNED** for and on behalf of  
**UNIVERSITI MALAYSIA TERENGGANU**



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**PROF. DR. MAZLAN ABD GHAFFAR**  
Vice Chancellor  
Universiti Malaysia Terengganu

**SIGNED** for and on behalf of  
**UNIVERSITAS NEGERI MALANG**



.....  
**PROF. DR. AH. ROFI'UDDIN**  
Rector  
Universitas Negeri Malang

In the presence of:



.....  
**PROF. DR. MOHD SHALADDIN BIN MUDA**  
Dean  
Faculty of Business, Economics and Social  
Development  
Universiti Malaysia Terengganu

In the presence of:



.....  
**DR. CIPTO WARDOYO**  
Dean  
Faculty of Economics  
Universitas Negeri Malang