



COOPERATION AGREEMENT
BETWEEN
STUDY PROGRAM GUIDANCE AND COUNSELING
FACULTY OF EDUCATION
UNIVERSITAS NEGERI MALANG
AND
FACULTY OF EDUCATION
UNIVERSITI KEBANGSAAN MALAYSIA
ABOUT
EDUCATION, RESEARCH, AND HUMAN RESOURCES

Ref: 29.7.110/UN32.1/LN/2024
 Ref:.....

On this day, Friday the fifth, December in the year Two Thousand and Twenty Four, the undersigned:

1. **Dr. Ahmad Yusuf Sobri, S.Sos., M.Pd., Dean Faculty of Education**, whom therefore legally represents and acts for and on behalf of the Study Program Guidance and Counseling, Faculty Of Education, Universitas Negeri Malang, whose address is at Jalan Semarang 5, Malang, hereinafter referred to as **Party I**.
2. **Prof. Dr. Mohd Mahzan Awang, Dean Faculty of Educational Studies**, whom therefore legally represents and acts for and on behalf of the Study Program Guidance and Counseling, Faculty of Education Studies, University Putra Malaya, whose address is at Lingkungan Ilmu, 43600 Bangi, Selangor, Malaysia, hereinafter referred to as **Party II**.

PARTY I and **PARTY II** hereinafter referred to collectively as **THE PARTIES**, and each is called a **PARTY**.

PARA PIHAK terlebih dahulu menerangkan hal-hal sebagai berikut:

- a. that the **FIRST PARTY** is the Faculty of Education, State University of Malang, a State University with Legal Entity (PTN-BH) based on Government Regulation of the Republic of Indonesia Number 115 of 2021 concerning State University with Legal Entity of State University of Malang which organizes Higher Education and is engaged in the fields of Education, Research, and Community Service and is responsible to the Chancellor of State University of Malang.
- b. that the **SECOND PARTY** is the Faculty of Educational Studies, University Putra Malaya, which organizes Higher Education and is engaged in the fields of Education, Research, and Community Service and is responsible to the Chancellor of State University of Putra Malaya;
- c. that each **PARTY** has the ability to provide support in the Cooperation Agreement in a mutually beneficial institutional manner, based on the Joint Agreement between Dr. Ahmad Yusuf Sobri, S.Sos., M.Pd., and State

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University of Malang with Number 29.7.110/UN32.1/LN/2024 concerning Cooperation in Education, Research, and Human Resources.

Based on the above, THE PARTIES agree to bind themselves to a Cooperation Agreement on Education, Research, and Human Resources (hereinafter referred to as the **Agreement**), with the following terms and conditions.

ARTICLE 1 GENERAL PROVISIONS

In this **Agreement** the following terms are defined:

- (1) Promotion of joint research;
- (2) Exchange of faculty members;
- (3) Exchange of research outcomes, academic publications, and other academic information; and
- (4) Other academic and education exchange program approved as suitable by both parties

ARTICLE 2 SCOPE

The scope of this **Agreement** includes (Name of Study Program, Person in Charge and Name of Activity):

- (1) The Scope of this agreement includes the program Guest Lecturer, wherein Dr. Diniy Hidayatur Rahman has/have been assigned as the Person in Charge (diniy.hidayatur.fip@um.ac.id).
- (2) The implementation of cooperation for this agreement is carried out by Lecture Guidance and Counseling Universitas Negeri Malang and Lecture Guidance and Counseling University Putra Malaya
- (3) **THE PARTIES** shall monitor the implementation of the program not less than 1 (one) times in one period of activity.
- (4) **THE PARTIES** are to carry out Guest Lecturer as stated in the attachment vision and mission of both parties

ARTICLE 3 PURPOSE

This **agreement** was drafted with the aim of increasing cooperation in the fields of education, research and human resources.

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**ARTICLE 4
RIGHTS AND OBLIGATIONS**

- (1) The **FIRST PARTY** has the right to:
 - a. Request the **SECOND PARTY** to become a guest lecturer at the State University of Malang;
 - b. Increase research and exchange of research results, academic publications, and other academic information with the **SECOND PARTY**;
 - c. Carry out monitoring of the implementation of the program at least 1 (one) time in one activity period;
 - d. Submit needs during the activity; and
 - e. Submit objections if there are any discrepancies.
- (2) The **FIRST PARTY** is obliged to:
 - a. Carry out the agreed activities;
 - b. Provide time for the **SECOND PARTY**;
 - c. Prepare all the requirements for implementing the cooperation; and
 - d. Provide appropriate honorarium.
- (3) The **SECOND PARTY** has the right to:
 - a. Requesting the **FIRST PARTY** to become a guest lecturer at the State University of Malang;
 - b. Increasing research and exchange of research results, academic publications, and other academic information with **FIRST**;
 - c. Carrying out monitoring of program implementation at least 1 (one) time in one activity period;
 - d. Submitting needs during the activity; and
 - e. Submitting objections if there are any discrepancies.
- (4) The **SECOND PARTY** is obliged to:
 - a. Carry out the agreed activities;
 - b. Provide time for the **FIRST PARTY**;
 - c. Prepare all the necessary requirements for implementing the cooperation; and
 - d. Provide appropriate honorarium.

**ARTICLE 5
DURATION OF THE AGREEMENT**

The term of this Agreement is 1 (one) year and may be extended or terminated prematurely in accordance with the agreement of the **PARTIES**.

**ARTICLE 6
DURATION OF THE COOPERATION PROGRAM**

The duration of the lecturer exchange and exchange of research results, academic publications, and other academic information is determined by the **FIRST PARTY** for a period of 12 (twelve) months according to mutual agreement.

**ARTICLE 7
ACTIVITY COSTS**

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- (1) The cost components are directly distributed by the FIRST PARTY to the SECOND PARTY, the details of which are explained in the RAB.
- (2) The FIRST PARTY is not responsible for bearing other costs other than the costs agreed upon in the RAB as referred to in paragraph (1).
- (3) The FIRST PARTY does not bear costs exceeding the duration set as referred to in Article 6.
- (4) Payment is made in stages divided into 2 (two) terms.
- (5) The FIRST PARTY does not bear the remaining costs if the following conditions exist:
 - a. Invoices and Reports are not submitted by the **SECOND PARTY**.
 - b. Activities that have been budgeted are not implemented.

ARTICLE 8 IMPLEMENTATION OF COOPERATION

- (1) **THE PARTIES** appoint an officer as a contact person for coordination in the implementation of cooperation and provide notification to the other **PARTIES**;
- (2) **THE FIRST PARTY** provides information on everything related to the policy in the implementation of the lecturer and research exchange to the **SECOND PARTY**.
- (3) **THE SECOND PARTY** offers the Guidance and Counseling Undergraduate Study Program Curriculum Review and Student Exchange to the FIRST PARTY;
- (4) **THE SECOND PARTY** submits the RAB concept to **the FIRST PARTY**;
- (5) **THE FIRST PARTY** verifies the RAB concept from the SECOND PARTY;
- (6) THE PARTIES can revise the RAB concept based on the verification results;
- (7) **THE PARTIES** sign the agreed RAB to be used as a reference in carrying out billing and payment;
- (8) **The SECOND PARTY** sends a letter of bill for the cost of the lecturer and research exchange based on the signed RAB to the **FIRST PARTY** as regulated in Article 9 paragraph (1);
- (9) **The FIRST PARTY** verifies the bill for the cost of the Undergraduate Guidance and Counseling and Student Exchange Study Program Curriculum Review based on the RAB and data on the realization of payment for the lecturer and research exchange;
- (10) **The FIRST PARTY** transfers the payment no later than 10 (ten) working days after the bill for the lecturer and research exchange is received;
- (11) The payment transfer is directed to the **SECOND PARTY's** account using the organization's account number
- (12) In the event of a change to the account as referred to in paragraph (12), the official acting for and on behalf of the SECOND PARTY in this Agreement is obliged to submit a notification letter to **the FIRST PARTY**;
- (13) The SECOND PARTY is obliged to immediately return the excess and/or unpaid payments issued by **the FIRST PARTY** due to calculation errors and/or other errors after being agreed upon by the **PARTIES**.
- (14) The SECOND PARTY submits a report on the implementation of the lecturer and research exchange to **the FIRST PARTY**;

- (15) The **SECOND PARTY** provides the opportunity and information to **the FIRST PARTY** to carry out monitoring and evaluation of the implementation of cooperation related to lecturer and research exchange; and
- (16) The **PARTIES** carry out monitoring and evaluation activities for the implementation of cooperation periodically according to the agreement of the **PARTIES**.

ARTICLE 9 CORRESPONDENCE

- (1) Submission of notification letters to the **FIRST PARTY** in connection with the RAB and bills as intended in Article 8 paragraph (5) and paragraph (9) is addressed to:

Prof. Dr. Mohd Mahzan Awang

Lingkungan Ilmu, 43600 Bangi, Selangor, Malaysia

- (2) All letters or notifications sent by each **PARTY** to the other **PARTY**, regarding and/or matters relating to this **Agreement**, are made in writing via correspondence and/or email to the following address:

FIRST PARTY:

Alamat : Jalan Semarang 5 Malang

Telepon : (0341) 551312

Faksimile : (0341) 551921

Surel : kerjasama@um.ac.id

SECOND PARTY:

Alamat : Lingkungan Ilmu, 43600 Bangi, Selangor, Malaysia

Telepon : +60 3-8921 5555

Faksimile : +603 89214097

Surel : akad@ukm.edu.my

ARTICLE 10 FORCE MAJEURE

- (1) Each **PARTY** is released from responsibility for delays or failures in fulfilling obligations stated in this **Agreement** caused or resulting from events beyond the control of each **PARTY** which are classified as force majeure.
- (2) Events that can be classified as force majeure include but are not limited to natural disasters (earthquakes, typhoons, floods, etc.), disease outbreaks, robbery, theft, sabotage, war, explosions, revolutions, riots, and economic/monetary chaos, and government regulations that affect this **Agreement**.
- (3) The **PARTY** affected by force majeure is required to notify the other **PARTY** no later than 14 (fourteen) days after the end of the force majeure.
- (4) If within 10 (ten) working days since receipt of the notification in question there has been no or no response from the **PARTY** receiving the notification, then the risk of the event as referred to in paragraph (3) is deemed to have been agreed to by the **PARTY**.

- (5) Force majeure as referred to in this article does not cancel the **Agreement**, and based on the readiness of the conditions, the **PARTIES** can carry out cooperation as appropriate.

**ARTICLE 11
PERSELISIHAN**

- (1) If in the implementation of this **Agreement** there is a dispute or disagreement between the **PARTIES**, it will be resolved by deliberation to reach a consensus.
- (2) If the provisions in paragraph are not achieved then **THE PARTIES** agree to submit the dispute that arises to the Indonesian National Arbitration Board.

**ARTICLE 13
CLOSING**

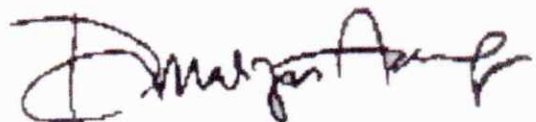
- (1) Any changes and/or other matters that are not sufficiently regulated in this **Agreement** will be discussed through deliberation by the **PARTIES** and will be stated in an addendum which will become an integral part and an inseparable part of this Agreement.
- (2) This **Agreement** is made in 2 (two) original copies, sufficiently stamped, and signed by the **PARTIES**, and both have the same legal force for each **PARTIES**.
- (3) The **PARTIES** are required to submit a copy of this **Agreement** to the relevant sections in their respective agencies.

PARTY I



Dr. Ahmad Yusuf Sobri, S.Sos., M.Pd
Dean Faculty of Education
Universitas Negeri Malang, Indonesia

PARTY II



Prof. Dr. Mohd Mahzan Awang
Dean Faculty of Education
Universiti Kebangsaan Malaysia

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