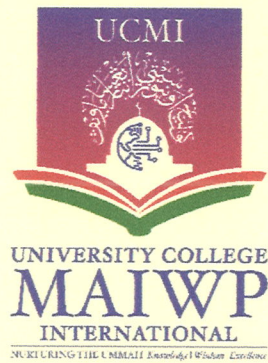


DATED 10 May 2023



# MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY COLLEGE OF MAIWP INTERNATIONAL

AND

UNIVERSITAS NEGERI MALANG

UCMI Ref. No. \_\_\_\_\_  
UM Ref. No. 30.3.26/UN32.32/KS/2023

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This **Memorandum of Understanding (MoU)** is made on

this 10th day of May 2023

**BETWEEN**

**UNIVERSITY COLLEGE OF MAIWP INTERNATIONAL (Registration No: DKU038(W))**, a private higher education institution established under the Malaysian law known as Private Higher Educational Institution Act 1996 (Act 555) which has its main campus at No.3, Jalan 31/10A, Kawasan Perindustrian IKS, Taman Batu Muda, 68100 Batu Caves, Kuala Lumpur, Malaysia (hereinafter referred to as “**UCMI**”) and shall include its lawful representatives and permitted assigns of the first part;

**AND**

**UNIVERSITAS NEGERI MALANG**, a state university established under Surat Putusan Menteri Pendidikan Pengajaran dan Kebudayaan Republik Indonesia Nomor 33756/KB dated 4 August 1954, whose address is at Jalan Semarang No. 5 Malang 65146 East Java, Indonesia (hereinafter referred to as “**UM**”) and shall include its lawful representatives and permitted assigns of the second part.

(**UCMI** and **UM** hereinafter referred to singularly as “the Party” and collectively as “the Parties”)

**WHEREAS**

- A. **UCMI** is inspired to become a world class institution in promoting holistic education. **UCMI** recently became one of the established names in the education world especially in the associate medical and health fields by getting its full status as University College in 2018.
- B, **UM** is one of the top 15 universities (1st cluster) in Indonesia, and is committed to offering excellence in learning innovations. **UM** always strives to produce excellent future educators and professionals by strengthening its research and international networks.



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- C. The Parties are desirous of entering 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 I**  
**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 Malaysia, will endeavour to strengthen, promote and develop cooperation between the Parties on the basis of equality and mutual benefit.

**ARTICLE II**  
**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 Malaysia, endeavour to take necessary steps to encourage and promote cooperation in the following areas:
  - a) Postgraduate supervision;
  - b) Collaboration in research and publication projects;
  - c) Collaboration in academic events;
  - d) Student and staff exchange; and
  - e) Any other cooperation mutually agreed upon by the parties.
  
2. Roles and Responsibilities of the Parties
  - 2.1 UCMI is responsible in the following areas: -
    - a) to offer postgraduate program to **UM** students and staff;

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- b) to collaborate and participate in postgraduate supervision between both parties;
  - c) to collaborate in conducting research and publication projects;
  - d) to collaborate and participate in student and staff exchange programs between parties;
  - e) to collaborate in any activities that mutually benefit both parties, subject to prior discussion and approval by both parties; and
  - f) to always protect the interest and good reputation of **UM** during the collaboration.

2.2 **UM** is responsible in the following areas: -

- a) to promote **UCMI** postgraduate program to **UM** students and staff;
- b) to collaborate and participate in postgraduate supervision between both parties;
- c) to collaborate in conducting research and publication projects;
- d) to collaborate and participate in student and staff exchange programs between parties;
- e) to collaborate in any activities that mutually benefit both parties, subject to prior discussion and approval by both parties; and
- f) to always protect the interest and good reputation of **UCMI** during the collaboration.

3. The terms of co-operation for each specific activity implemented under this MoU shall be mutually discussed and agreed upon by both Parties in written or in a legally binding agreement prior to the initiation of that activity. The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.



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4. It is understood that the implementation of the types of cooperation stated in above shall depend upon the availability of resources and financial support of the Parties concerned.
  5. The Parties hereby acknowledge the need to promote the program and activities pursuant to this MoU and hereby agree to use promotional materials that have been approved by both Parties.
  6. Both Parties agree that the staff and students of either institution engaged in activities under this MoU shall carry out these activities in accordance with the laws and regulations of the country where the activities will be conducted.

**ARTICLE III**  
**FINANCIAL ARRANGEMENTS**

1. This MoU will not give rise to any financial obligation by one Party to another. Be that as it may, in the event where the issue of financial arise in relation to this MoU, all financial arrangements shall be negotiated and agreed upon by both Parties in good faith before the initiation of any particular co-operative project or program.
2. Each Party will bear their own cost and expenses in relation to this MoU.

**ARTICLE IV**  
**EFFECT OF MEMORANDUM OF UNDERSTANDING**

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.

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**ARTICLE V**

**NO AGENCY**

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

**ARTICLE VI**

**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. Notwithstanding the aforesaid, either Party may terminate this MoU by giving six (6) months' written notice to the other Party.
2. This MoU may be extended for a further period as may be agreed in writing by the Parties subject to the terms and conditions to be agreed upon by the Parties.

**ARTICLE VII**

**CONFIDENTIALITY**

1. Each of the Party of this MoU shall at all material times use its best endeavours to keep the contents of this MoU confidential.
2. None of the Parties shall issue or make, directly or through its officers, employees, agents, affiliates, partners, advisers, consultants and controlling persons any announcements or statements in relation to any matters arising from or contemplated by this MoU without prior consent of the other Party.
3. The Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.



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**ARTICLE VIII**  
**INTELLECTUAL PROPERTY RIGHTS**

1. The Parties agree that any intellectual property rights arising from or in connection with any of the areas of cooperation under this MoU, through and by the joint and collaborative efforts of both Parties shall be subjected to terms and conditions as may be mutually discussed and agreed upon by the Parties in good faith.
2. The Parties acknowledge and agree that any and all patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, confidential information and other intellectual property or proprietary rights subsisting in all material and documentation provided by either Party to the other Party under this MoU or which either Party has access to by virtue of this MoU, are the exclusive property of each respective Party.

**ARTICLE IX**  
**NOTICES**

1. Any communication under this Memorandum of Understanding will be in English and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UCMI or UM, as the case may be, shown below or to such other address or electronic mail address of facsimile 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 : UNIVERSITY COLLEGE OF MAIWP INTERNATIONAL**

No. 3, Jalan 31/10A, Kawasan Perindustrian IKS,

Taman Batu Muda,

68100 Batu Caves, Kuala Lumpur

(Attn: Assoc. Prof. Dr. Harris Shah Abdul Hamid)

Tel: 03 6192 0600 / 700

Fax : 03 6187 9510

Email: info@ucmi.edu.my / drharris@ucmi.edu.my



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To: **UNIVERSITAS NEGERI MALANG**

Gedung Sasana Budaya Lt.1, Universitas Negeri Malang

Jl. Semarang 5 Malang,

65145 Telp. (0341) 551312 Malang, Indonesia

(Attn: Dr. Evi Eliyanah)

Tel: +62 (0) 341 551312 ext.360

Fax : +62 (0) 341 5847459

Email: [oia@um.ac.id](mailto:oia@um.ac.id) or [iro@um.ac.id](mailto:iro@um.ac.id)

**ARTICLE X**  
**DISPUTE RESOLUTION**

The Parties agree to exercise its utmost good faith and maintain the highest integrity in dealing with one another in any matters affecting their interests under this MoU. The Parties further agree to use all reasonable efforts to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

**ARTICLE XI**  
**E-COMMUNICATION AND SIGNATURE**

The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other party without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between Parties will hold the same force and effect as a document signed and inked on paper.



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**ARTICLE XII**

**REVISION, VARIATION AND AMENDMENT**

1. Any Party may request in writing a revision, variation or amendment of this MoU.
2. Any such revision, variation or amendment shall be mutually agreed to by the Parties in writing and shall form part of this MoU.
3. Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
4. Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

**ARTICLE XIII**

**MISCELLANEOUS**

1. The parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party during the terms of this MoU.
2. This MoU shall be governed by and interpreted in accordance with the laws of Malaysia and Indonesia.

The foregoing record represents the understandings reached between UCMI or the UM upon the matters referred to therein.

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