



**COOPERATION AGREEMENT**  
**BETWEEN**  
**FACULTY OF LETTERS**  
**STATE UNIVERSITY OF MALANG**  
**AND**  
**PAEDAGOGISCHE HOCHSCHULE SCHWABISCH GMUND**  
**ABOUT**  
**RESEARCH , TEACHING COLLABORATION, AND STUDENT EXCHANGE**

NUMBER: 23.10.2/UN32.2/KS/2023

Today, Wednesday 23th, October 2023, the undersigned:

1. **Dr. Moch. Syahri, S.Sos., M.Si.** : Dean of the Faculty of Letters, State University of Malang, who was appointed based on Chancellor's Decree Number: 4.11.7/UN32/KP/2022 , in this case acting for and on behalf of the Faculty of Letters, State University of Malang located on Jalan Semarang 5 Malang, hereinafter referred to as **THE FIRST PARTY**.
2. **Prof. Dr. Claudia Vorst**: Rector of Pädagogische Hochschule Schwäbisch Gmünd, domiciled on Oberbettringer Straße 200, D 73525 Schwäbisch Gmünd, Germany, hereinafter referred to as **THE SECOND PARTY**;

**THE FIRST PARTY** and **THE SECOND PARTY** are hereinafter collectively referred to as **THE PARTIES**, and each is referred to as a **PARTY**.

**THE PARTIES** first explain the following matters:

- a. that **the FIRST PARTY** is a State University belonging to the Government of the Republic of Indonesia by Presidential Decree No. 93 of 1999 dated 4 August 1999 which organizes Higher Education and operates in the fields of Education, Research , teaching collaboration, and student exchange and is responsible to the Chancellor of the State University of Malang.
- b. that **the SECOND PARTY** is a public research university located in Schwäbisch Gmünd, Baden-Württemberg, Germany. Founded in 1825 as Pädagogisches Institut Schwäbisch Gmünd, it was transformed into a university in 1962.
- c. that each **PARTY** has the ability to provide support in an institutional Cooperation Agreement that is mutually beneficial, based on the Joint Agreement between the State University of Malang (UM) and Pädagogische Hochschule Schwäbisch Gmünd regarding research , teaching collaboration, and student exchange.

Based on the matters above, **THE PARTIES** agree to bind themselves to each other in a Cooperation Agreement on Collaboration regarding research, teaching collaboration, and student exchange (hereinafter referred to as the **Agreement**), with the following terms and conditions.

First Party Initials



Second Party Initials



**ARTICLE 1  
GENERAL REQUIREMENTS**

In this **Agreement** what is meant by:

(1) Research fields include:

Become a partner in scientific forums in the fields of language, literature and culture, and literacy in supporting activities to improve and develop Human Resources, such as scientific meetings, training, seminars, workshops and/or other activities *in* the field of research.

(2) Teaching collaboration include:

Conduct a teaching program in collaboration with onsite professors

(3) Student exchange include:

A program organized by certain parties to provide students with the opportunity to study abroad for a certain period of time.

**ARTICLE 2  
SCOPE**

The scope of this **Agreement** includes:

(1) The implementation of the scope of this agreement will be followed by the academic community from the Department within the Faculty of Letters, State University of Malang, namely the German Language Education Study Program.

(2) Integratedly plan, implement, assess and develop every form of cooperation to achieve mutual agreement.

(3) Realizing every form of cooperation in providing and utilizing infrastructure and personnel within the limits of each party's capabilities.

(4) Other fields agreed upon **by THE PARTIES.**

**ARTICLE 3  
OBJECTIVE**

**Agreement** aims to mutually utilize and develop the human resource potential of both parties for mutual interests and progress.

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**ARTICLE 4  
RIGHTS AND OBLIGATIONS**

- (1) **THE FIRST PARTY** has the right to:
- a. To develop joint research activities;
  - b. To invite each other to participate in seminars and conferences organized by the respective institutions;
  - c. To support the exchange of faculty members and research associates;
  - d. To exchange scientific information in the form of publications, instruction materials and other results of teaching and research;
  - e. To explore collaboration in education.
- (2) **THE FIRST PARTY** is obliged to:
- a. To develop joint research activities;
  - b. To invite each other to participate in seminars and conferences organized by the respective institutions;
  - c. To support the exchange of faculty members and research associates;
  - d. To exchange scientific information in the form of publications, instruction materials and other results of teaching and research;
  - e. To explore collaboration in education.
- (3) **THE SECOND PARTY** has the right to:
- a. To develop joint research activities;
  - b. To invite each other to participate in seminars and conferences organized by the respective institutions;  
To support the exchange of faculty members and research associates;
  - c. To exchange scientific information in the form of publications, instruction materials and other results of teaching and research;
  - d. To explore collaboration in education.
- (4) **THE SECOND PARTY** is obliged to:
- a. To develop joint research activities;
  - b. To invite each other to participate in seminars and conferences organized by the respective institutions;
  - c. To support the exchange of faculty members and research associates;
  - d. To exchange scientific information in the form of publications, instruction materials and other results of teaching and research;
  - e. To explore collaboration in education.

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**ARTICLE 5  
DURATION OF THE AGREEMENT**

The term of this **Agreement** is 5 (five) years and can be extended or terminated prematurely according to the agreement **of the PARTIES**.

**ARTICLE 6  
ACTIVITY COSTS**

Activity costs are borne by BOTH **PARTIES**.

**ARTICLE 7  
CORRESPONDENCE**

- (1) Submission of notification letters to **the FIRST PARTY** regarding cooperation is addressed to:  
Dr. Kusubakti Andajani, M.Pd.  
Deputy Dean III Faculty of Letters
- (2) All letters or notifications sent by each **PARTY** to the other **PARTY**, regarding and/or matters relating to this **Agreement**, shall be made in writing via correspondence and/or email at the following address:

**FIRST PARTY :**

Dr. Kusubakti Andajani, M.Pd.  
Deputy Dean III Faculty of Letters  
Address : Jalan Semarang 5 Malang  
Telephone : (0341) 551312  
Fax : (0341) 551921  
Email : Sastra@um.ac.id

**SECOND PARTY :**

Dr. Monika Becker  
Address : Oberbettringer Straße 200, D 73525 Schwäbisch Gmünd  
Telephone : +49 7171 983225  
Fax : +49 7171 983388  
E-Mail : monika.becker@ph-gmuend.de

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**ARTICLE 8**  
**FORCE MAJEURE**

- (1) Each **PARTY** is released from responsibility for delays or failures in fulfilling the obligations contained in this **Agreement** which are caused or caused by events beyond the control of each **PARTY** which are classified as *force majeure*.
- (2) Events that can be classified as *force majeure* include and are not limited to natural disasters (earthquakes, typhoons, floods, etc.), disease outbreaks, robbery, theft, sabotage, war, explosions, revolutions, riots and economic chaos. /monetary, and Government regulations that affect this **Agreement**.
- (3) **THE PARTY** affected by *force majeure* is obliged 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 from the receipt of the notification there is no response from **the PARTY** who received the notification, then the risk of an event as intended in paragraph (3) is deemed to have been approved by that **PARTY**.
- (5) *The force majeure* situation as referred to in this article does not invalidate **the Agreement**, and based on the preparedness of the conditions, **the PARTIES** can carry out cooperation as appropriate.

**ARTICLE 9**  
**DISPUTE**

- (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 (1) are not achieved, **the PARTIES** agree to submit the disputes that arise to the Indonesian National Arbitration Board.

**ARTICLE 10**  
**CLOSING**

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

First Party Initials  
Second Party Initials

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**FIRST PARTY**  
Dean of the Faculty of Letters  
Malang State University



**Dr. Moch. Syahri, S.Sos., M.Si.**  
NIP 197111111999031002

**THE SECOND PARTY**  
Rector of Pädagogische Hochschule  
Schwäbisch Gmünd

**Prof. Dr. Claudia Vorst**

First Party Initials  
Second Party Initials
