



MEMORANDUM OF AGREEMENT BETWEEN

FACULTY OF ENGINEERING, Universitas Negeri Malang (UM) AND

FACULTY OF TECHNOLOGY, UNIVERSITY OF TLEMCEN ON

DEVELOPMENT OF EDUCATION, RESEARCH, COMMUNITY SERVICE, AND HUMAN RESOURCES

UM Ref. No.	
University of Tlemcen Ref. No.	

This Memorandum of Understanding (MoU) is entered into force on November 25, 2024 by and between:

- Faculty of Engineering, Universitas Negeri Malang (UM), an established unit at Universitas Negeri Malang whose address is Jalan Semarang 5 Malang (65145), Indonesia, hereinafter represented by Prof. Dr. Andoko, S.T., M.T., and referred to as Party 1, and
- Faculty of Technology, University of Tlemcen, an established unit at University of Tlemcen whose address is Faculté de Technologie Université Abou bekr Belkaid - Tlemcen BP 230 - 13000 Chetouane Tlemcen, Algérie, hereinafter represented by Prof. CHIKH Mohammed Amine, and referred to as Party 2.

Both Party I and Party II shall hereinafter be collectively referred to as "THE PARTIES".

Article I General Provisions

THE PARTIES herewith state the following:

- a. that PARTY ONE is an academic unit administered by Universitas Negeri Malang, a public university owned by the Government of the Republic of Indonesia under the Presidential Decree No. 93 of 1999 dated August 4, 1999, which administers higher education and is engaged in Education, Research, and Community Service and is responsible to the Rector Universitas Negeri Malang.
- that PARTY TWO is an academic unit administered by University of Tlemcen that was established by Decree No. 89-138 on August 1, 1989 with 8 faculties spread across 5 university poles;
- c. that each **PARTY** is able to provide support in a mutually beneficial Memorandum of Agreement.

Initialed by Party I	
Initialed by Party II	

ARTICLE 1 OBJECTIVE

The Parties to this agreement wish to expand their activities for mutual benefit and in a spirit of academic cooperation and friendship. The objective of this Memorandum of Agreement (MOA) in the areas of **Development of Education**, **Research**, **Community Service**, and **Human Resources** is to further develop and carry out long term collaborations as described under Article 1.

ARTICLE 2 SCOPE OF ACTIVITIES

The scope of this Agreement covers cooperation between the PARTIES as follows:

- (1) Education
 - Sharing of lecturers for: guest lectures, expert lectures, supervisors, and recognition;
 - b. Student exchange;
 - c. Sharing of laboratory facilities and systems;
 - d. Cooperation in curriculum preparation and review; and
 - e. Collaboration in the preparation of textbooks, development of integrated projectbase and case method lecture tools.
- (2) Research
 - a. Collaborative research and publication:
 - b. Collaboration, monographs, anthologies and other research outputs;
- (3) Community Service
 - a. Cooperation in fostering Partner Villages;
 - b. Cooperation in carrying out Community Service based on strategic issues; and
 - Cooperation in increasing the quantity and quality of the output of Community Service activities.
- (4) Other activities agreed upon by PARTIES
- (5) The implementation of cooperation with the existing Faculty within PARTY ONE includes:
 - a. Bachelor of Mechanical Engineering Study Program
 - Bachelor of Industrial Engineering Study Program
 - c. Bachelor of Mechanical Engineering Education Study Program
 - d. Bachelor of Automotive Engineering Education Study Program
 - e. Master of Mechanical Engineering Study Program
 - f. Doctoral of Mechanical Engineering Study Program
 - g. Bachelor of Civil Engineering Study Program
 - h. Bachelor of Building Engineering Education Study Program
 - i. Master of Civil Engineering Study Program
 - j. Bachelor of Electrical Engineering Study Program
 - k. Bachelor of Informatics Engineering Study Program
 - I. Bachelor of Electrical Engineering Education Study Program

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- m. Bachelor of Informatics Engineering Education Study Program
- n. Master of Electrical Engineering Study Program
- o. Doctoral of Electrical Engineering and Informatics Study Program
- p. Bachelor of Culinary Arts Education Study Program
- q. Bachelor of Fashion Design Education Study Program
- r. Bachelor of Architecture Study Program
- s. Bachelor of Environmental Engineering Study Program
- t. Engineer Profession Program Study Program

And PARTY TWO, includes:

- a. Department of Architecture
- b. Department of Biomedical Engineering
- c. Department of Civil Engineering
- d. Department of Electrical Engineering and Electronics
- e. Department of Hydraulics
- f. Department of Industrial Engineering
- g. Department of Mechanical Engineering
- h. Department of Telecommunications

ARTICLE 3 FINANCIAL ARRANGEMENT

The parties acknowledge that each Party shall be responsible for the costs and expenses in establishing and conducting projects contemplated under this agreement. However, the Parties will not limit any other relevant collaborative research grant applications within the two Parties.

ARTICLE 4

INTELLECTUAL PROPERTY RIGHTS, RESULTS, AND PUBLICATIONS

Each party shall continue to remain the sole owner of its materials contributed to any joint project. Arrangements relating to new intellectual property rights jointly created, results and rights of publication shall be agreed in writing.

ARTICLE 5 SETTLEMENT OF DIFFERENCES

If disputes arise then with the consent of both parties such dispute shall be resolved through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

ARTICLE 6 FORCE MAJEURE

- (1) In the event of force majeure, including natural disasters, fires, security disturbances and other matters that result in the PARTIES being unable to carry out the obligations as referred to in ARTICLE 3, the losses suffered by the PARTIES shall be borne by the PARTIES and the PARTIES shall be released from claims for the implementation of this Memorandum of Understanding including claims for losses arising from this force majeure.
- (2) The circumstances as referred to in paragraph (1) must have a direct causal relationship with the losses suffered by the **PARTIES** and be proven by a Certificate from an Authorized Official

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no later than 30 (thirty) working days from the occurrence of the event as referred to in paragraph (1).

ARTICLE 7 AMENDMENTS, DURATION AND TERMINATION

- (1) This Memorandum of Agreement shall be effective from the date of this Memorandum and continue for the duration of five (5) years from that date.
- (2) Amendments to this Memorandum of Agreement can only be made after consultation and with the mutual written consent of both parties.
- (3) This Memorandum of Agreement may be terminated by a party on six months' written notice to the other.
- (4) Particulars that are not or have not been sufficiently regulated in this Memorandum of Agreement will be regulated later by the PARTIES in an amendment to the Memorandum of Agreement (addendum) which is an integral part of this Memorandum of Agreement. This Memorandum of Agreement is made and signed by the PARTIES, on the day, date and place, as mentioned above in 2 (two) copies, each of which has the same legal force.

ARTICLE 8 NOTICE AND CORRESPONDENCE

Every notice, request or any other communication required or permitted to be given pursuant to this MoA shall be in writing, in English, and delivered personally or sent by a registered or certified post via air mail or by courier or facsimile or email (which shall be acknowledged by other Party) to the Parties at the address, facsimile number, and email address as stated below:

If to Faculty of Engineering, Universitas Negeri Malang:

Attention:

Poppy Puspitasari, S.Pd, M.T., Ph.D

Wakil Dekan III

Fakultas Teknik, Universitas Negeri Malang

Email: ft@um.ac.id

Tel.: +62 (0341) 551312

Address: Jl. Semarang No.5, Malang, 65145

Indonesia

If to: Faculty of Technology, University of Tlemcen

Attention:

Prof. CHIKH Mohammed Amine

Dean

Faculty of Technology University of Tlemcen

Email:

Tel.: +213 043.41.00.11

Faculté de Technologie Université Abou bekr Belkaid - Tlemcen

BP 230 - 13000 Chetouane Tlemcen

Algérie

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IN WITNESS WHEREOF, the par hereto have unto set their hands on Monday, day of 25th November 2024.

For

Universitas Negeri Malang

For

University of Tlemcen

Prof. Dr. Andoko, S.T., M.T.

Dean

Faculty of Engineering Universitas Negeri Malang

Indonesia

Prof. CHIKH Mohammed Amine

Dean

Faculty of Technology University of Tlemcen

Algeria

DOYEN DE LA FACULTÉ DE TECHNOLOGIE Pr. CHIKH Mohammed Amine

