



UNIVERSITI
TEKNOLOGI
MARA

MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITAS NEGERI MALANG, INDONESIA

AND

UNIVERSITI TEKNOLOGI MARA

ON

TERMS FOR STAFF AND STUDENT EXCHANGE PROGRAMME

Today, 2 January 2024, the Memorandum of Agreement (MoA), hereinafter referred to as "Agreement" has been made and entered into by and between:

- I. **UNIVERSITAS NEGERI MALANG**, a state university located in **INDONESIA** an established public university whose address is Jalan Semarang 5 Malang (65145), Indonesia, hereinafter referred to as "**UM**".
- II. **UNIVERSITI TEKNOLOGI MARA**, an Institution of higher learning established by the Universiti Teknologi MARA Act 1976, domiciled at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia, hereinafter referred to as "**UiTM**"; and

UM and **UiTM**, in this Agreement, is also individually referred to as 'PARTY' or collectively as 'PARTIES' as the context so requires.

This Agreement serves as a continuation of the initial Memorandum of Understanding between **UM** and **UiTM** signed on 04 November 2022.

WHEREAS :

- A. The **UM** is **UNIVERSITAS NEGERI MALANG**
- B. The **UiTM** is an established university with a track record of educational excellence and research and a dynamic program of collaborative arrangements with many international counterparts.

- C. The PARTIES agree to promote academic collaboration and scholarly exchange between the two institutions on the basis of reciprocity in areas of mutual interest within the parameters of their laws, constitutions, regulations and/or policies.
- D. This Agreement sets out below the definite framework and arrangement of both PARTIES for such collaboration.

NOW, THEREFORE, in consideration of the mutual promises herein, PARTIES have agreed to make an Agreement on Staff and Student Exchange, with the following provisions:

**Article 1
PURPOSES OF THIS AGREEMENT**

- (1) The PARTIES have agreed to implement the exchange of staff and students from each Party according to the terms laid out in:
 - a) Appendix 1 – Exchange of Students; and
 - b) Appendix 2 – Exchange of Staff.

**Article 2
VALIDITY AND RENEWAL OF THE MOA**

- (1) This Agreement shall come into effect on the date of signing and shall remain effective for a period of three (3) years.
- (2) This Agreement may be renewed upon the mutual agreement in writing by both PARTIES.

**Article 3
RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the PARTIES hereto or as constituting any PARTY as an agent or representative of the other PARTY for any purpose or in any manner whatsoever.

**Article 4
TERMINATION**

- (1) If either PARTY fails to comply with any of the obligations under this Agreement, the aggrieved PARTY shall give a notice in writing of not less than fourteen (14) days to the defaulting PARTY to remedy the default and where such default is not remedied in that period, the aggrieved PARTY shall be entitled terminate the Agreement by giving the defaulting PARTY a written notice to terminate of not less than thirty (30) days before

the date of termination. Notwithstanding Article 4(1) above, this Agreement may be terminated upon the mutual agreement in writing of both PARTIES.

- (2) Unless otherwise mutually agreed by the PARTIES, activities under this Agreement shall immediately cease on the termination date.

Article 5 FORCE MAJEURE

Both PARTIES shall not be held liable for delays or failures to perform or carry out its obligations as set out in this Agreement (or any part thereof) as a result of an Event of Force Majeure. An event of "force majeure" shall mean an event, not within the control of the PARTY affected, which that PARTY is unable to prevent, avoid or remove, and shall mean-

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism;
- (b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (c) natural catastrophe including but not limited to earthquakes, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lighting and exceptionally inclement weather;
- (d) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the PARTY or their contractors or the PARTY which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;
- (e) pandemic or epidemic; or
- (f) any other unforeseeable event which fulfils the criteria as set forth below:
 - (i) beyond the reasonable control of the PARTY affected by such event, circumstance or combination of events or circumstances;
 - (ii) which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected PARTY having taken all reasonable precautions and due care;
 - (iii) which directly causes the affected PARTY to be unable to comply with all or a material part of its obligations under this Agreement; and
 - (iv) which is not the direct result of a breach by the affected PARTY of its obligations under this Agreement,

PROVIDED THAT an Event of Force Majeure shall not include economic downturn, non-availability of or insufficient of funds or lack of financing on the part of the PARTY to perform its obligations under this Agreement.

Article 6 PUBLIC STATEMENT

Both PARTIES agree that no public statement shall be made on this Agreement unless approved first by both PARTIES.

Article 7 NOTICES

Any communication under this Agreement will be written in English and delivered by a reputable courier mail service to the address or sent to the electronic mail address or facsimile number of either UM or UiTM, 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:

a. UM:

Contact Person : Dr. Suharyadi
Facsimiles No. : +62341567475
Email Address : suharyadi.fs@um.ac.id

b. Universiti Teknologi Mara :

Contact Person : Prof. Ts. Dr. Mohd Ilham Adenan
Facsimiles No : 09-4602455
Email Address : rektorphg@uitm.edu.my

Article 8 VARIATION

The term stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the PARTIES and such amendments, alterations, changes and modification shall be made in writing and signed by the PARTIES hereto.

Article 9 GOVERNING LAW

PARTIES shall throughout the implementation of this Agreement, be bound by all laws governing their respective institutions and countries. The PARTIES shall hereby submit to the non-exclusive jurisdiction of the courts of Indonesia or Malaysia, subject to where the action arises.

Article 10 DISPUTE RESOLUTION

The PARTIES agree that all disputes arising pursuant to this Agreement shall be resolved by way of negotiations and discussion and with a view to an amicable settlement and mutual benefit of both PARTIES.

Article 11 ASSIGNMENT

Unless otherwise agreed in writing, both PARTIES shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

Article 12 NAME AND LOGO

Neither PARTY shall use, nor permit any person or entity to use the name or logo (or any variation thereof) of the PARTY without first obtaining the written consent of the other PARTY.

Article 13 MUTUAL COOPERATION AND RELATIONSHIP

The PARTIES shall use their best endeavours to realise their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close co-operation and mutual assistance.

Article 14 CONFIDENTIALITY

- (1) Each PARTY shall 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 Agreement or any other agreements made pursuant to this Agreement.
- (2) For purposes of paragraph 1 above, such documents, information and data include any documents, 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 Agreement, 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 are aware that they will need to disclose to the other personal data relating to the staff or students of each PARTY. Both PARTIES further agree that they shall ensure that all personal data are held securely and confidentially and to further ensure that no such data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of activities under this Agreement. Both PARTIES agree that they will take appropriate technical and organizational measures

against unlawful or unauthorized processing and accidental loss, destruction or damage of such personal data.

- (4) Both PARTIES agree that the provisions of this Article shall continue to have effect between the PARTIES notwithstanding the termination of this Agreement.

Article 15 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) Nothing in this Agreement shall be construed as granting, either expressly or by implication, to the other PARTY any rights to, or interest in, any inventions or works or any other intellectual property of a PARTY or its related entities made prior to the entry into force of, or outside the scope of this Agreement, including any patents (or similar forms of protection in any country) corresponding to such inventions or any copyrights corresponding to such works.
- (3) Subject to any other mutual written agreement determined between the PARTIES prior or during the commencement of the exchange period, where the Exchange Student/ Staff jointly created intellectual property during the exchange period with the employee and/or agent of the Receiving Party, ownership of the intellectual property shall be jointly owned by the PARTIES the ratio of which shall be based on the contribution of each PARTY or as mutually agreed by the PARTIES.

Article 16 SUSPENSION

Each PARTY Reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Agreement which suspension shall take effect immediately after notification has been given to the other PARTY through diplomatic channels.

Article 17 INDEMNITY

- (1) The PARTIES shall indemnify and hold each other harmless from any and all loss or liability for any and all claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties and costs, including without limitation reasonable attorney's fees, costs and disbursements arising from any personal injury to, death of or damage suffered by any third party caused by the negligence or wilful act or omission of the indemnifying PARTY in the performance of this Agreement.
- (2) A PARTY shall be liable for and shall indemnify and hold safe and harmless the other Party against all loss or liability for any and all claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties and costs, including without limitation reasonable attorney's fees, costs and disbursements with respect to damage or destruction to any real or personal property, materials or equipment owned by the other

PARTY arising and as a result of the negligence or willful acts or omission of the PARTY in the performance of this Agreement.

- (3) None of the PARTIES shall be liable for any indirect, incidental, special or consequential loss or damages (including but not limited to loss of profits, revenue or business) resulting from or in any way related to this Agreement, or the termination of this Agreement

**Article 18
WAIVER**

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

**Article 19
NO AGENCY**

The relationship of principal and agent shall not exist between the Parties and the Party shall act as an independent contractor and not as the agent of the other Party. Neither Party shall have any authority to act or to execute any documents on behalf of the other Party.

**Article 20
SEVERABILITY**

If any of the provisions of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised as part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal and unenforceable provisions.

**Article 21
TAX**

Each Party shall bear any tax or stamp duty payable in its own country in respect of and/or in connection with this Agreement, wherein each Party shall retain one original copy of this Agreement, being duly stamped as according to the laws of their country.

Article 22
CLOSING

- (1) This Agreement is only written in English.
- (2) This Agreement is made in two original copies having equal validity, one copy for **UM** and the other copy for the **UiTM**, after it was officially signed and stamped by both **PARTIES** on the date mentioned at the beginning of this Agreement.

Appendix 1

Exchange of students

1. Scope of exchange

The exchange of students under this Agreement will be between UNIVERSITAS NEGERI MALANG (UM) and UNIVERSITI TEKNOLOGI MARA (UiTM) specific to students in UiTM PAHANG BRANCH, MALAYSIA (hereinafter referred to as 'UiTM Pahang').

2. Exchange student

The students to be exchanged under this Agreement (hereinafter referred to as the 'Exchange Student') shall be chosen by the PARTY sending the said student (hereinafter referred to as the 'Sending Party') and approved by each Party for this programme. The Exchange Student shall meet the admission requirement for the study programme or course which the student plans to pursue and any other requirement set by the respective PARTY receiving the said Exchange Student's (hereinafter referred to as the 'Receiving Party').

3. Quantity of exchange

The exchange shall be limited to a minimum of ONE (1) and a maximum of SIX (6) Exchange Students from each institution per year. Each PARTY will strive to balance the number of Exchange Students sent.

4. Duration

The duration of the exchange will be for ONE (1) academic semester, or equivalent to SIX (6) months, with the following credits between TEN (10) to TWELVE (12).

5. Academic Calendar

The Sending Party will send their Exchange Students according to the Receiving Party's academic calendar year.

6. Logistic responsibility

To better facilitate the exchange, both PARTIES (specifically the Department of English in UM and UiTM Pahang) have the responsibility to brief the Exchange Students on necessary information such as on registration, the available academic and non-academic programs, class timetables, insurance to be taken and other required information.

7. Application window

The application for an exchange needs to be submitted to the Receiving Party at least THREE (3) months before the semester starts.

8. Visa

The Sending Party shall bear the cost of and be responsible for acquiring the student VISA for the Exchange Student. However, the Receiving Party will facilitate the process of acquiring the student VISA.

9. Certification and credit

Where appropriate, the Receiving Party may issue an academic certificate; by the involved faculty, to the Exchange Student for the courses that he/she has completed

during the exchange, where the final results will match the guidelines of the Sending Party.

10. Guidelines for the Sending/Receiving Party

All Exchange Students shall respect and adhere to all the rules and regulations of the Receiving Party as well as any law, regulation or order in force in the Receiving Party's country. The Receiving Party shall have the right to end the exchange period if the Exchange Student is found in a hearing by the Receiving Party to have violated the Receiving Party's rules and regulations or any law, regulation or order of the country.

11. Cost of exchange

The accommodation and tuition fees of the Exchange Student shall be waived by the Receiving Party. However, the Exchange Student shall bear all expenses for their visa, food, transportation, health insurance, safety insurance, language course fees, laboratory, administrative and service charges as well as other costs for the duration of the exchange and such costs shall not be borne by the Receiving Party.

12. Exclusion

The obligations of the Receiving Party under this Agreement shall be limited to Exchange Students only and shall not extend to spouses and dependents.

Appendix 2

Exchange of staffs

1. Scope of exchange

The exchange under this Agreement is open to all academic staff and will be between UNIVERSITAS NEGERI MALANG (UM) and UNIVERSITI TEKNOLOGI MARA (UiTM) specific to staff from UiTM PAHANG BRANCH, MALAYSIA.

2. Staff requirement

The academic staff to be exchanged under this Agreement (hereinafter referred to as the 'Exchange Staff') shall be chosen by the PARTY sending the Exchange Staff (hereinafter referred to as the 'Sending Party') and approved by each Party for this programme. The Exchange Staff shall be a permanent full-time staff of the Sending Party.

3. Quantity of exchange

The number of Exchange Staff that will be accepted by the respective PARTY receiving the said Exchange Staff (the Receiving Party) shall be between ONE to THREE (1-3) staff per academic year.

4. Duration

The duration of exchange shall be for a minimum period of ONE (1) week or for a maximum period of SIX (6) months.

5. Academic Calendar

Both institutions shall be responsible for planning the activities of the Exchange Staff along the lines of teaching, reviewing, attending academic discussions, attending short courses, etc.

6. Logistic responsibility

To better facilitate the exchange, both PARTIES (specifically the Department of English in UM and UiTM Pahang) shall have the responsibility to brief the Exchange Staff of necessary information such as on the available academic and non-academic programs, insurance to be taken and other required information.

7. Certification

Where appropriate, the Receiving Party may issue a certificate to the Exchange Staff at the end of the exchange period.

8. Guidelines for the Sending/Receiving Party

All Exchange Staff shall respect and adhere to all the rules and regulations of the Receiving Party as well as any law, rules and regulation or order in force in the Receiving Party's country. The Receiving Party shall have the right to end the exchange period if the Exchange Staff violates any of the Receiving Party's rules and regulations or any law, regulation or order in force in the Receiving Party's country.

9. Cost of exchange

Accommodation for the Exchange Staff shall be provided and the cost shall be borne by the Sending Party. Other costs such as personal expenses, transportation, visa, permit fees, health insurance, safety insurance and other miscellaneous costs shall be borne by the Exchange Staff.

10. Salary/Allowance

The Receiving Party shall be responsible to pay any allowance or compensation to the Exchange Staff when deem appropriate.

11. Exclusion

The obligations of the Receiving Party under this Agreement shall be limited to Exchange Staff only and shall not extend to spouses and dependents.

WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed by
for and on behalf of

UNIVERSITI TEKNOLOGI MARA



PROF MADYA DR NAZIRAH
Deputy Rector

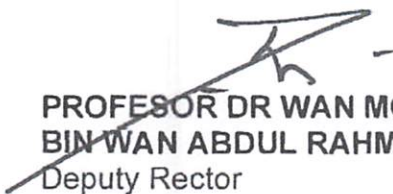
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for and on behalf of

UNIVERSITAS NEGERI MALANG



PROF. DR. HARIYONO
Rector

Witnessed by:



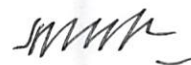
**PROFESOR DR WAN MOHD NAZRI
BIN WAN ABDUL RAHMAN**
Deputy Rector

Witnessed by:



DR. MOCH. SYAHRI
Dean

Witnessed by:




DR. SUHARYADI

WITNESSES: AVANCELO and parties hereto have reviewed and approved the contents of this document and the parties hereto have signed and affixed their respective seals to the above and the same shall be valid and binding on all parties hereto.


Signed by
for and on behalf of

UNIVERSITAS NEGERI MALANG


Prof. Dr. Harjono
Rector

Signed by
for and on behalf of


UNIVERSITY OF TECHNOLOGY ARAU


Prof. M. Dya
Deputy Rector

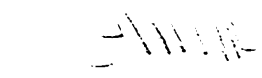


Prof. Dr. Harjono
Rector

Witnessed by


Prof. Dr. Harjono
Rector

Witnessed by



Prof. Dr. Harjono