



**MEMORANDUM OF AGREEMENT
BETWEEN
FACULTY OF ENGINEERING, UNIVERSITAS NEGERI MALANG (UM)
AND
COLLEGE OF SCIENCE AND ENGINEERING, NATIONAL DONG HWA UNIVERSITY
ON
EDUCATION, RESEARCH, COMMUNITY SERVICE**

UM Ref. No. 26.11.1/UN32.5/KS/2024

This Memorandum of Agreement (MoA) is entered into force on November 26th, 2024 by and between:

1. **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
1. **COLLEGE OF SCIENCE AND ENGINEERING, NATIONAL DONG HWA UNIVERSITY**, an established unit at National Dong Hwa University whose address is No.1, Sec. 2, Da Hsueh Rd., Shou-Feng, Hualien, Taiwan 974, Taiwan, R.O.C., hereinafter represented by Prof. I-Cheng Chang, and referred to as Party 2.

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

ARTICLE 1

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.
- b. that **PARTY TWO** is an academic unit administered by National Dong Hwa University, a national research university offering sixth widest range of disciplines in Taiwan, including the sciences, engineering, computer science, environmental studies, oceanography, law, arts, design, humanities, anthropology, social sciences, education sciences, music, and business, which operates under and is responsible to the President of National Dong Hwa University.
- c. that each **PARTY** is able to provide support in a mutually beneficial Memorandum of Agreement, based on the Memorandum of Understanding between National Dong Hwa University and Universitas Negeri Malang of Ref. No. 26.8.16/UN32.32/KS/2022 on Exchange Agreement.

IT IS AGREED AS FOLLOWS:

ARTICLE 2 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 **Education, Research, and Community Service** is to further develop and carry out long term collaborations as described under Article 1.

ARTICLE 3 SCOPE OF ACTIVITIES

The scope of this Agreement covers cooperation in the field of "Tridarma Perguruan Tinggi" between the PARTIES as follows:

- (1) Education
 - a. 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 project-base 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
 - c. 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 the FIRST PARTY includes:
 - a. Bachelor of Mechanical Engineering Study Program
 - b. 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
 - l. Bachelor of Electrical Engineering Education Study Program

- 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 Engineering Study Program
- s. Bachelor of Environmental Engineering Study Program
- t. Engineer Profession Program Study Program

ARTICLE 4 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 5 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 6 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 7 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 no later than 30 (thirty) working days from the occurrence of the event as referred to in paragraph (1).

ARTICLE 8 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 9 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:

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

Vice Dean of Research, Community Service, Innovation and Cooperation

Gedung B11, 1st Floor

Universitas Negeri Malang

Email: ft@um.ac.id

Tel.: +62 (0341) 551312

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

Indonesia

If to: College of Science and Engineering, National Dong Hwa University:

Attention:

I-Cheng Chang, Ph.D.

Professor and Chairman, Department of Computer Science and Information Engineering

Associate Dean, College of Science and Engineering

National Dong Hwa University

Email: icchang@gms.ndhu.edu.tw

Tel.: +886-3-8905011

Fax: +866-3-8900168


Address: No. 1, Sec. 2, Da Hsueh Rd., Shoufeng, Hualien 97403
Taiwan, R.O.C.

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IN WITNESS WHEREOF, the parties hereto have unto set their hands on this _____
day of **November 2024**.

For
Universitas Negeri Malang



Prof. Dr. Andoko, S.T., M.T. 
Dean of Faculty of Engineering

For
National Dong Hwa University



Prof. I-Cheng Chang
Vice Dean College of Science and Engineering