

# IMPLEMENTATION AGREEMENT BETWEEN STUDY PROGRAM GUIDANCE AND COUNSELING FACULTY OF EDUCATION UNIVERSITAS NEGERI MALANG AND FACULTY OF EDUCATION UNIVERSITI KEBANGSAAN MALAYSIA



Ref: 29.7.110/UN32.1/LN/2024

This Implementation Agreement is entered into force on 20/November/2024 by and between:

- 1. Dr. Ahmad Yusuf Sobri, S.Sos., M.Pd: Dean Faculty of Education, whom therefore legally represents and acts for and on behalf of the Study Program Guidance and Counseling, Faculty Of Education, Universitas Negeri Malang, whose address is at Jalan Semarang 5, Malang, hereinafter referred to as Party I.
- 2. Prof. Dr. Mohd Mahzan Awang: Dean Faculty of Educational Studies, whom therefore legally represents and acts for and on behalf of the Study Program Guidance and Counseling, Faculty of Education Studies, University Putra Malaya, whose address is at Lingkungan Ilmu, 43600 Bangi, Selangor, Malaysia, hereinafter referred to as Party II.

PARTY I and PARTY II hereinafter referred to collectively as THE PARTIES. The Parties hereby agree to jointly arrange an Implementation Agreement on the program Guest Lecturer by THE PARTIES as regulated in the following articles. The activity is in accordance with the provisions of Memorandum of Understanding signed by THE PARTIES on date/month/year.

# Article 1 PURPOSE AND OBJECTIVES

- (1) The purpose of this Implementation Agreement is to serve as the basis for the Implementation Agreement arranged by **THE PARTIES** in accordance with the scope of this Implementation Agreement Regulation.
- (2) The objective of this Implementation Agreement is to support the activities of THE PARTIES in relation to cooperation with regard to the program (1) promotion of joint research; (2) exchange of faculty members; (3) exchange of research outcomes, academic publications, and other academic information; and (4) other academic and education exchange program approved as suitable by both parties.

# Article 2 SCOPE OF ACTIVITIES

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(1) The Scope of this agreement includes the program Guest Lecturer, wherein Dr. Diniy Hidayatur Rahman has/have been assigned as the Person in Charge (diniy.hidayatur.fip@um.ac.id).

(2) The implementation of cooperation for this agreement is carried out by Department Guidance and Counseling Universitas Negeri Malang and Department Guidance

and Counseling University Kebangsaan Malaysia

(3) **THE PARTIES** shall monitor the implementation of the program not less than 1 (one) times in one period of activity.

(4) **THE PARTIES** are to carry out Guest Lecturer as stated in the attachment vision and mission of both parties.

### Article 3 FUNDING

The cost of this guest lecture activity for implementation is agreed upon by each **PARTY** based on the results of mutual consensus or applicable provisions.

# Article 4 DURATION

The term of the Draft Implementation of Cooperation Arrangement is 1 (one) year, and will subsequently be evaluated and updated in accordance with applicable provisions and the agreement of the **PARTIES**.

# Article 5 CLOSING

- (1) Any amendment to this Implementation Agreement shall only be made with the mutual approval of **THE PARTIES**.
- (2) This Implementation Agreement is deemed to be terminated if one **PARTY** or **THE PARTIES** fail to fulfill the provisions in this Implementation Agreement.
- (3) Particulars that are not / yet to be determined in this Implementation Agreement shall be addressed further by THE PARTIES on the basis of mutual discussion and agreement which shall be set forth in an Addendum, which is an integral part of this Implementation Agreement.
- (4) This document of Implementation Agreement is made and signed by **THE**PARTIES in 2 (two) copies, all of which shall constitute the equal legal force.

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

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### **PARTY I**



Dr. Ahmad Yusuf Sobri, S.Sos., M.Pd Dean Faculty of Education Universitas Negeri Malang, Indonesia

### **PARTY II**

Emyphane Park

Prof. Dr. Mohd Mahzan Awang Dean Faculty of Education Universiti Kebangsaan Malaysia