# MEMORANDUM OF UNDERSTANDING
# (MoU)

## BETWEEN

## RAJAMANGALA UNIVERSITY OF TECHNOLOGY LANNA

## THAILAND

## (RMUTL)

## AND

## UNIVERSITY OF ISLAM MALANG

## INDONESIA

## (UNISMA)

**THIS MEMORANDUM OF UNDERSTANDING** is made on December10, 2018.

**BETWEEN**

**UNIVERSITY OF ISLAM MALANG, and its address at Jalan MT. Haryono 193, Malang, East Java, Indonesia 65144**(hereinafter referred to as "**UNISMA**) and will include its lawful representatives and permitted assigns on the one part;

**AND**

**RAJAMANGALA UNIVERSITY OF TECHNOLOGY LANNA, and having its address at 128 Huay Kaew Road, Muang, Chiang Mai, Thailand, 50300** (hereinafter referred to as "**RMUTL**") and will include its lawful representatives and permitted assigns on the other part;

**UNISMA** and **RMUTL** shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties".

**WHEREAS:-**

A. UNISMA is a higher education institution under the Ministry of Research and Technology and Higher Education as well as the Ministry of Religious Affairs of the Republic of Indonesia.
B. **RMUTL** is **a Government University under the** Office of the Higher Education Commission, Ministry of Education.
C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as set forth herein.

**THE PARTIES HAVE REACHED AN AGREEMENT** as follows:

## ARTICLE I

## OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understandingand the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to establish, promote and develop on a basis of direct cooperation and collaboration in the field of research, education and in training programs of mutual interest.

## ARTICLE II

## AREAS OF COOPERATION

1. Each Party will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:-

    (a) Exchange of researchers;
    (b) Exchange of staffs;
    (c) Exchange of students;
    (d) Transfer of students;
    (e) Exchange of scholarly and pedagogical materials;
    (f) Joint research;
    (g) Technical assistance and/or training;
    (h) Facilitating admission of Indonesian students to RMUTL And RMUTL students to **UNISMA** ; and
    (i) Any other co-operation that mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1 above, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute".

## ARTICLE III

## FINANCIAL ARRANGEMENTS

1. This Memorandum of Understandingshall not give rise to any financial obligation by one Party to the other.

2. Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

## ARTICLE IV

## EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not deemed to constitute or create any legally binding or enforceable obligations, express or implied.

## ARTICLE V

## NO AGENCY

Nothing contained herein is to be constituted a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

## ARTICLE VI

## ENTRY INTO EFFECT AND DURATION

1. This Memorandum ofUnderstanding will come into effect on the date of signing and will remain in force for a period of **five (5)** years.

2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

## ARTICLE VII

## NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of **UNISMA** or **RMUTL**, 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 will, 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:

To:**UNISMA**

Head of Office for International Affairs
Address : Jalan MT. Haryono, 193 Malang 65144
Email : kui@unisma.ac.id
Phone : +62341-551932 ext 159
Fax: +62341 552249

To:**RMUTL**

Office of International Relations
Address: 128 Huay Kaew Road, Muang,
Chiang Mai, Thailand, 50300
Email: interrmutl@gmail.com
Phone: +6653 921444 ext 1001

**SIGNED** at Taiwan, in two (2) original texts, each in English language, all texts being equally authentic, by the authorized signatories on behalf of the Parties.

For and on behalf of
**UNIVERSITY OF ISLAM MALANG**
**INDONESIA**

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**PROF. DR. H. MASKURI, M.SI**

Designation: Rector

In the presence of:

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**PROF. DRS. H. JUNAIDI, M.PD., PH.D**

Designation: Vice Rector I,
Academic and Cooperation Affairs

For and on behalf of
**RAJAMANGALA UNIVERSITY**
**OF TECHNOLOGY LANNA**
**THAILAND**

.....

Assoc. Prof. Seensiri Sangajit

Designation: President

In the presence of:

.....

Dr. Suraphon Chaiwongsar

Designation: Vice President for
Research and Academic Services