



MEMORANDUM OF AGREEMENT

BETWEEN

**FACULTY OF ECONOMICS AND BUSINESS
UNIVERSITAS AIRLANGGA
INDONESIA**

AND

**FACULTY OF ECONOMIC AND BUSINESS SCIENCE
CENTROS CULTURALES DE MEXICO, A.C.
OWNER OF
UNIVERSIDAD PANAMERICANA
MEXICO**

THIS MEMORANDUM OF AGREEMENT is made:

BETWEEN

FACULTY OF ECONOMICS AND BUSINESS, UNIVERSITAS AIRLANGGA, represented by Prof. Dian Agustia, SE., M.Si., Ak as the Dean of The Faculty of Economics and Business, Universitas Airlangga, based on Rector's decree No. 762/UN3/2020 dated 30 September 2020, with the address Jalan Airlangga No 4 – 6 Surabaya, East Java, Indonesia (“UNAIR”).

AND

FACULTY OF ECONOMIC AND BUSINESS SCIENCE, CENTROS CULTURALES DE MEXICO, A.C. OWNER OF UNIVERSIDAD PANAMERICANA, represented by Jose Antonio Esquivias Romero as Rector, appointed through public deed number 141,885, dated September 26th, 2018, before notary public 68, with the address 49 Alvaro del Portillo Street, Ciudad Granja, 45010, Zapopan, Jalisco, Mexico. (“UP”).

(Hereinafter referred to singularly as “Party” and collectively as “Parties”).

WHEREAS:

- A. The Parties are desirous of entering into this Memorandum of Agreement (hereinafter referred to as “MOA”), to declare their respective intentions as well as establishing a basis of cooperation and collaboration towards the internalisation of higher education in the fields of research, education, and in training programmes of mutual interest, between the Parties upon the terms contained herein.
- B. Based on principles of equity, reciprocity and mutual benefits, both Parties agree to establish and implement this collaboration.
- C. This Memorandum of Agreement serves as a legal document and describes the terms and details of the partnership agreement.
- D. Both Parties agree to promote academic collaboration between institutions with the purpose of improving mutual understanding amongst the two institutions.
- E. In terms of the implementation of this MoA, this agreement will be carried out by the following study programs under the Faculty of Economics and Business, Universitas Airlangga as follows:

- | | |
|---------------------------------------|--------------------------------------|
| 1. Undergraduate of Economics | 8. Master of Accounting |
| 2. Undergraduate of Management | 9. Professional Accountant Education |
| 3. Undergraduate of Accounting | 10. Master of Islamic Economics |
| 4. Undergraduate of Islamic Economics | 11. Doctorate of Economics |
| 5. Master of Economics | 12. Doctorate of Management |
| 6. Master of Management Science | 13. Doctorate of Accounting |
| 7. Master of Management | 14. Doctorate of Islamic Economics |

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE 1
SCOPE AND FIELDS OF ACADEMIC LINK AND COOPERATION

Each Party will, subject to the laws, rules, regulation and national policies in force, govern the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation involving the following study programmes:

- A. Accounting
- B. Administration and Finance
- C. Administration and Human Resources
- D. Administration and Management
- E. Administration and Marketing
- F. Economics

with cooperation covering the following fields:

A. Exchange of Students

The Exchange Programme for individual students can be designed for short term (less than or equal to three months/part time) or for long term (more than or equal to three months/full time). Any variation to these periods of enrolment may only be allowed upon written mutual agreement by the Parties.

B. Exchange of Faculty Members

Each Party may invite faculty members from each university to engage in research collaboration, guest lecture programme, academic visit, conference and community service programme for a specific period of time.

C. Exchange of Publications

The Parties may conduct exchange of academic, scientific, historical and research publications and literature in areas of approved mutual collaboration.

D. Academic Collaboration

Collaboration in research activities, field studies, data collections, data analysis, community services, joint conferences and cultural exchanges.

E. Cooperation in Other Areas

The academic link and cooperation between the Parties may be extended to other areas not mentioned above, subject to written mutual agreement.

ARTICLE 2
EXCHANGE PROCEDURE

- (1) For the student exchange programme, all exchange students will remain enrolled as students of the Home University. Any credit towards the exchange student's degree is to be awarded by the Home University, subject to its rules and regulations and approval by the relevant authority of the Home University.
- (2) The Home University will nominate applicants from its institution for the Exchange Programme.

- (3) For the administrative procedure, applicants must attach documents which consist of a copy of passport, curriculum vitae, application form from Host University, special requirement of COVID-19 health declaration forms, other supporting letters and academic background materials relevant to specific course selections, as requested during the application process.
- (4) After the exchange student's completion of the period of study, the Host University will send the academic transcripts of the student's work to the appropriate officer of the Home University.

ARTICLE 3
FINANCIAL ARRANGEMENTS

- (1) Both Parties agree that any expenses for student exchange programmes including research material, meal and travel shall be the responsibility of the participating students.
- (2) Any expenses related to the staff exchange programme shall be the responsibility of the participant and will be supported by the Home University. The Host University will assist in providing accommodation and administrative procedures regarding visa application and immigration matters.
- (3) In such cases, each Party will make appropriate funding arrangements (e.g., honoraria and accommodation) for visiting faculty, in consideration of the host institution's regulations.

ARTICLE 4
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- (1) Both Parties shall uphold the integrity of Intellectual Property Rights in accordance with their respective National Law, as well as other relevant regulations and code of conduct that both Parties have agreed to in advance and other international agreements that both Parties have previously signed.
- (2) The use of trademark, logo and/or any other official emblem in any publication, document, and/or on paper is prohibited without prior written approval of either Party.
- (3) Notwithstanding Article 4 Point 2 above, the use of UNAIR's trademark, logo and/or any other written 'UNAIR' brand on the UP's website shall be hyperlinked to UNAIR's official website (unair.ac.id).
- (4) Should any intellectual property emerge within the course of activities and/or any other projects conducted under this MOA, the ownership of the intellectual property shall therefore be shared equally amongst both Parties and thus referred to as "joint intellectual property".

ARTICLE 5
CONFIDENTIALITY

The Parties shall be held accountable for the confidentiality of any information and/or data which are exchanged, acquired and shared amongst both parties throughout the course of activities and/or any other projects conducted in accordance with this MOA, unless said data and/or information has already been registered in public domain prior to this MOA.

ARTICLE 6
COMMENCEMENT, DURATION AND TERMINATION

- (1) This MOA will commence on the date of signing by the Parties or their authorised representatives and will remain effective for 5 (five) years from the Commencement Date.
- (2) After this initial 5 (five) year period, this MOA will be extended for a further period of 5 (five) years unless both Parties mutually decide in writing to terminate it. All other provisions in this MOA, subject to any revision, amendment and modification thereof, will apply during its continuance.
- (3) Subject to the foregoing provisions, this MOA may be terminated at any time by either Party, subject to **at least 6 (six) months prior written notice** of such termination to the other Party from the date of expiry or the proposed date of termination.
- (4) Notwithstanding anything in this ARTICLE 6, the provisions of this MOA and/or of any other written agreement, in respect of any ongoing exchange programme and cooperative work under this MOA, will continue to apply until its completion, unless both Parties mutually decide in writing to an earlier termination of the said ongoing exchange programme and cooperative work.

ARTICLE 7
NOTICES

- (1) Any communication under this MOA will be written in English and delivered via post mail to the official address and/or via email to the registered email address and/or facsimile number that the Parties have provided below, as well as to other addresses and/or facsimile numbers that either Party notify to the sender beforehand during the course of the effective years of this MOA.

To Faculty of Economics and Business, Universitas Airlangga:

Name : Lutfi Nur Rosyidi, S.E., M.M.
Tel : +628563001373
Fax : NA
E-mail : luthfinr@feb.unair.ac.id

To International Affairs, Universidad Panamericana:

Name : Leoncio Monjarás Wintergerst
Tel : +52 33 1368 2200 Ext 4353
Fax : N/A
E-mail : lmonjara@up.edu.mx

- (2) Unless otherwise provided herein, any communication under this MOA shall be deemed to be duly given or made when delivered to the addresses provided in this document and/or any other contact information that both Parties have mutually agreed to in advance.

ARTICLE 8
REVISION, MODIFICATION AND AMENDMENT

- (1) The Parties may propose a written request for a revision, modification or amendment of all or any part of this MOA.

- (2) Any revision, modification or amendment accepted by the Parties will be made into an Addendum of Memorandum of Agreement and will be submitted as part of this MOA.
- (3) Such revision, modification or amendment will enter into force on the date agreed by both Parties.
- (4) Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this MOA prior or up to the date of such revision, modification or amendment.

ARTICLE 9
SUSPENSION

The Parties reserve 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 MOA and the suspension will take effect immediately after notification has been given to the other Party.

ARTICLE 10
FORCE MAJEURE

- (1) In the event of circumstances beyond the control of the Parties or any Force Majeure which results in the unlikelihood of carrying out the MOA altogether, the Parties, in good faith and for the sole purpose of this MOA, shall settle the issue amicably by mutual consultation or negotiation between the Parties. Both Parties shall inflict no harm to each other upon the settlement of such issues.
- (2) The Parties shall be released from their respective obligations in the event of national emergency, war, prohibiting government regulation and/or any other causes beyond the reasonable control of the Parties which renders the execution of this MOA impossible.

ARTICLE 11
SETTLEMENT OF DISPUTES

Any difference or dispute arising out of the interpretation, implementation or application of the provisions of this MOA will be settled amicably by mutual consultation or negotiation between the Parties without reference to any third party or international tribunal.

ARTICLE 12
NO AGENCY

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

ARTICLE 13
EFFECT OF MEMORANDUM OF AGREEMENT

Unless otherwise stated, this MOA does not constitute or create, and will not be deemed to constitute any legally binding or enforceable obligations on the part of the Parties unless and until an agreement regarding each objective is negotiated, approved, executed and delivered by the Parties.

Thus, this Memorandum of Agreement is made and signed in identical copies in English and Bahasa Indonesia, as well as any other languages mutually agreed upon by the Parties, by the authorised representative of each university, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

Signed for Universitas Airlangga

Signed for Universidad Panamericana



Jose Antonio Esquivias Romero

4 Prof. Dr. Mohammad Nasih

Jose Antonio Esquivias Romero (6 dic. 2022 14:13 CST)
Jose Antonio Esquivias Romero

Rector

Rector

Date: 3 January 2023

Date: _____

Signed for Universitas Airlangga

Signed for Universidad Panamericana



JOSE FRANCISCO LOPEZ TORRES

Prof. Dr. Dian Agustia, S.E., M.Si., Ak

JOSE FRANCISCO LOPEZ TORRES (6 dic. 2022 12:11 CST)
Dr. José Francisco López Torres

Dean
Faculty of Economics and Business

Dean
Faculty of Economic and Business Science

Date: _____

Date: _____