



**MEMORANDUM OF AGREEMENT
BETWEEN
RURAL AND REGIONAL PLANNING, POSTGRADUATE
PROGRAM
UNIVERSITAS MAHASARASWATI DENPASAR
WITH
DEPARTMENT OF ENVIRONMENTAL SCIENCES,
K.R.T. ARTS, B.H. COMMERCE, A.M. SCIENCE (KTHM)
COLLEGE**

NUMBER: K.048/A.02.01/PPS-Unmas/II/2023

NUMBER: KTHM/Envt.Sci./IC/2022-23/001

**CONCERNING
COLLABORATION**

On this day, Wednesday 15th of February 2023, in Denpasar, the undersigned:

1. Dr. Eng. Putu Edi : Head of Department, acting for and on behalf of Yastika Rural and Regional Planning (*Perencanaan Pembangunan Wilayah dan Perdesaan*) Study Program, Posgraduate Program, Universitas Mahasaraswati Denpasar, having its business address at Jalan Soka No. 47 - 80237 Denpasar, hereinafter referred to as **THE FIRST PARTY**

2. Dr. P. M. Nalawade : Head of Department, acting for and on behalf of Department of Environmental Sciences, K.R.T. Arts, B.H. Commerce, A.M. Science (KTHM) College,



having its business address at Gangapur Road,
Nashik - 422002, Maharashtra, India hereinafter
referred to as **THE SECOND PARTY**.

THE FIRST PARTY and **THE SECOND PARTY** hereinafter referred to
collectively as **THE PARTIES** and individually as **PARTY**.

In their respective capacity, **THE PARTIES** agree to implement the Memorandum
of Agreement with the following terms and condition:

Article 1

Purpose and Objectives

- (1) The purpose of this Memorandum of Agreement is to establish a framework
within which a mutually beneficial partnership between **THE PARTIES** can
be established by utilizing resources, expertise, and facilities of **THE
PARTIES** to strengthen the collaboration work, global partnership, and
transfer knowledge
- (2) The objective of this Memorandum of Agreement is to optimize the role of
THE PARTIES in reaching the goals of the collaboration

Article 2

Object

The object of this Memorandum of Agreement is the cooperation in academic,
research, community development and institutional development activities
between **THE PARTIES**

Article 3

Scope of Cooperation

The scope of this Memorandum of Agreement includes academic collaboration,
research collaboration and mobility, community empowerment, literature
sharing, joint publication, staff and student exchange, scientific forum, and
global project collaboration.

Article 4
Rights and Obligations

- (1) **THE PARTIES** has the following rights:
 - a. to obtain the output from the collaboration
 - b. to publish the output from the collaboration in various media such as newspaper, journal, conference, book, and social media
- (2) **THE PARTIES** has the following obligation:
 - a. to support the collaboration works by providing resources
 - b. to be responsible for conducting the collaboration work

Article 5
Expenses

All the financial responsibilities arising from the activities implemented under this Memorandum of Agreement shall be provided by **THE PARTIES** based on the agreement of **THE PARTIES**

Article 6
Period

- (1) This Memorandum of Agreement shall be effective upon the date of signing and shall be valid for a period of 3 (three) years from the date of signing.
- (2) This Memorandum of Agreement may be renewed upon its expiry and with the agreement of **THE PARTIES**.

Article 7
Correspondences

- (1) Every notification or communication related to this Memorandum of Agreement will be made or delivered by **THE PARTIES** in writing and sent via electronic email or delivered directly to the respective addresses of the **PARTIES** as follows:

THE FIRST PARTY:

Rural and Regional Planning Study Program, Posgraduate Program,
Universitas Mahasaraswati Denpasar

Address : Jalan Soka No. 47 Denpasar

Phone Num. : (+62361) 462716

Email : pasca@unmas.ac.id

THE SECOND PARTY:

Department of Environmental Sciences, K.R.T. Arts, B.H. Commerce, A.M.
Science (KTHM) College

Address : Gangapur Road, Nashik- 422002, Maharashtra, India

Phone Num. : +91 253 257150

Email : pmnalawade@kthmcollege.ac.in

- (2) If one of **THE PARTIES** intends to change the address as referred to in paragraph (1). In that case, **THE PARTY** making the said change shall officially notify the said replacement and change through registered mail, email, or other media.
- (3) Change of address or other identity-related matters as referred to in paragraph (2) shall not affect the validity of this Memorandum of Agreement.

Article 8

Termination

- (1) This Memorandum of Agreement ends following its expiry date.
- (2) This Memorandum of Agreement may end before the period as referred to in Article 6, provided that the terminating party shall notify the other party in writing of its intention no later than 2 (two) months in advance.
- (3) This Memorandum of Agreement ends or is null if there are statutory provisions and/or government policies that do not allow this this Memorandum of Agreement to take place without being bound by the period as referred to in paragraph (1) and paragraph (2).
- (4) This Memorandum of Agreement may be terminated unilaterally if one of the parties is negligent in fulfilling its obligations as stated in Article 4.

Article 9

Force Majeure

- (1) The force majeure referred to in this Memorandum of Agreement are the occurrence of an event beyond the capabilities of **THE PARTIES** which results in the inability to implement this Memorandum of Agreement, such as but not limited to the occurrence of natural disasters, riots, floods, wars, fires and so fort as evidenced by a written statement by the authorities.
- (2) If one of **THE PARTIES** is affected by an event in the category of force majeure, that party is obliged to notify the other party of the incident by attaching a written statement from the competent authority no later than 14 (fourteen) days from the occurrence of the incident..
- (3) If the force majeure continues for more than a period of 30 (thirty) days, **THE PARTIES** shall agree to review this Memorandum of Agreement.

Article 10

Settlement of Disputes

Any dispute in the interpretation of this Memorandum of Agreement shall be settled by consultation and negotiation between **THE PARTIES**.

Article 11

Amendments



This Memorandum of Agreement may be amended by mutual agreement and consent, evidenced in writing by **THE PARTIES**.

Article 12

Closing

IN WITNESS WHEREOF, **THE PARTIES** hereto have caused this Memorandum of Agreement to be executed by their dully authorized representatives. Each PARTY shall hold one original signed document, with both documents being equally authentic.

THE SECOND PARTY



P. M. Nalawade
Head
DEPT of Environmental Science
KTHM College, Nashik-422 002

THE FIRST PARTY



Dr. Eng. Putu Edi Yastika