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**MEMORANDUM OF AGREEMENT**

BETWEEN

**PARTNER’S NAME**

AND

**UNIVERSITAS TELKOM**

Number:……/SAM4/KODEUNIT/202X

Number: MITRA /202X

DATE: 202X

This Memorandum of Agreement (MoA) is made on this day \_\_\_\_\_\_\_\_\_\_\_ 202X

**BETWEEN**

**NAME OF UNIVERSITY/COMPANY**, details about the university/company (hereinafter referred to as “**xxx**”) and shall include its lawful representatives and permitted assigns of the first part;

**AND**

**UNIVERSITAS TELKOM**, a private university incorporated under Surat Keputusan Direktur Jenderal Pendidikan Tinggi Kemendikbud, whose address is at route Jl. Telekomunikasi, Terusan Buah Batu, Bandung 40257, Indonesia (hereinafter referred to as “**TEL-U**”) and shall include its lawful representatives and permitted assigns of the second part.

(**XXX** and **TEL-U** hereinafter referred to singularly as **“THE PARTY”** and collectively as **“THE PARTIES”)**

**WHEREAS**

1. **XXX** is an established university which strives to enhance and strengthen its research, consultancy and publication has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
2. **TEL-U** is an established university in Indonesia which strives to enhance and strengthen its research, consultancy and publication has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
3. Parties are desirous of entering into this MoA to declare their respective intentions and to establish a basis of cooperation and collaboration in implementing student mobility programme (hereinafter referred to as “xxxx”) on the basis of reciprocal arrangement upon the terms as contained herein.

**REPRESENTATION AND WARRANTY**

**TEL-U** represents and warrants to **XXX** that:

1. it is a private university incorporated under Surat Keputusan Direktur Jenderal Pendidikan Tinggi Kemendikbud;
2. it has the corporate power to enter into and perform its obligations under this MoA;
3. it has taken all necessary corporate actions to authorize the entry into and performance of this MoA;
4. as at the execution date, neither the execution nor performance by it of this MoA nor any transactions contemplated by this MoA will violate in any respect any provision of:
   1. **TEL-U** statutes and governing laws of Republic of Indonesia; or
   2. any other document or agreement which is binding upon it or its asset;
5. no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its obligations under this MoA;
6. it has necessary capability to undertake the responsibilities and acknowledges that **XXX** has entered into this MoA in reliance on its representations and warranties as aforesaid; and
7. the representations and warranties set out above shall remain true and correct in all material respects throughout the subsistence of this MoA.

**NOW IT IS HEREBY AGREED** as follows:

**1.0 OBJECTIVE**

The Programme aims to enhance educational opportunities and to foster advancement in teaching and cultural understanding for the students of **THE PARTIES.**

**2.0 MANAGEMENT OF THE PROGRAMME**

2.1 Adjusted to the points of the program that will be do

2.2 Subject to sub-clause 2.1, any additional number of students shall be charged as per standing fee structure.

2.3

2.4 **XXX** through its School of Computing shall act as the secretariat for the Programme and **TEL-U** through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall act as the secretariat for the Programme.

**3.0 OBLIGATIONS**

The Parties shall:

3.1 adhere to the agreed xxxxxxxx for the Programme within the term of this MoA.

3.2 ensure that the **XXXX** meet the appropriate admission requirements as determined and agreed upon by **THE PARTIES.**

3.3 ensure that XXXX are placed in the appropriate fields of study.

3.4 understand that **XXXXXX** have the rights and privileges subject to the rules and regulations of the host university.

3.5 ……………… (ADJUSTED)

**4.0 FINANCIAL ARRANGEMENT**

The financial arrangement shall be made in pursuant to the **SCHEDULE A**.

**5.0 CONFIDENTIAL MATTERS**

5.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoA.

5.2 For purposes of this MoA, “confidential information” means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Parties (the Receiving Party) of this MoA involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

5.3 **THE PARTIES** agree that the provisions of this Clause shall continue to be binding notwithstanding the termination of this MoA.

**6.0 COMMENCEMENT AND DURATION**

6.1 This MoA is effective from the date of signing and shall remain in force for a period of XXX (X) years.

6.2 The term may be reviewed or renewed subject to the written consent of both parties.

**7.0 TERMINATION, REVISION AND AMENDMENT**

7.1 This MoA may be terminated by either party by giving six months written notice. Upon termination, each party shall continue its respective obligations as elaborated under this MoA, until the students have completed the Programme.

7.2 Notwithstanding sub-clause 7.1, this MoA may be terminated if any party fails to comply with any terms of the MoA, and by giving a written notice, that party fails to remedy it within one month of the stated notice.

7.3 Either Party may, from time to time, request in writing a revision, modification or amendment of all or any part of this MoA.

7.4 No revision, modification, amendment or waiver of any provisions of this MoA shall be effective unless made by mutual consent and made in writing by way of Supplementary Agreement specifically referring to this MoA and duly signed by the Parties.

7.5 Such revision, modification, amendment or waiver shall come into force on such date as may be determined by the Parties.

**8.0 ENTIRE AGREEMENT**

This MoA supersedes all previous agreements, arrangements, undertakings, negotiations and writings between **THE PARTIES** relating to the subject matter hereof.

**9.0 INVALIDITY AND SEVERABILITY**

9.1 If any provision of this MoA shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MoA and all provisions that are not affected by such invalidity or unenforceability shall remain in full force and effect.

9.2 The terms or provisions shall be deemed modified to the extent necessary in the court’s opinion to render such terms or provision enforceable, and the right and obligations of **THE PARTIES** shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of **THE PARTIES** herein set forth.

9.3 **THE PARTIES** hereby agree to attempt to substitute for any invalid or unenforceable provision that achieves to the greatest possible the economic, illegal and commercial objectives of the invalid or unenforceable provision.

**10.0 NO AGENCY**

Nothing contained herein shall be construed so as to constitute 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.

**11.0 *FORCE MAJEURE***

11.1 If either Party to this MoA is temporarily unable by reason of *Force Majeure* or the laws or regulations of Malaysia to meet any of its obligations under this MoA, and if such party gives to the other party written notice of the event within fourteen (14) days after such occurrence the obligations of the Party that it is unable to perform by reason of the event, shall be suspended for as long as the disabling situation continues. If *Force Majeure* event prevents either Party from performing its obligations for a period of thirty (30) days, either Party may terminate this MoA.

11.2 Neither Party shall be liable to the other Party for the loss and/or damages sustained by such other Party arising from any events or delays arising from such event.

11.3 The term “*Force Majeure*” as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, wars, insurrection, epidemics, landslides, earthquakes, storm, lightning, floods, civil disturbances, explosions, and any other similar event not within the control of either party and which by the exercise of due diligence neither Party is able to overcome.

**12.0 COMPLIANCE WITH THE LAW**

**THE PARTIES** shall comply with all applicable laws and with all directions, orders, requirements and instructions given to **THE PARTIES** by any authority competent to do so under any applicable law.

**13.0 SETTLEMENT OF DISPUTES**

Any difference or disputes between **THE PARTIES** concerning the interpretation and/or implementation and/or application of any of the provisions of this MoA shall be settled amicably through mutual consultation and/or negotiations and upon the failure of the same; each Party is at liberty to refer the said matter for legal redress between the Parties without reference to any third party.

**14.0 COMPETENT AUTHORITIES**

The authorities responsible for the fulfillment of this MoA are the Vice-Chancellor of **XXX** and the Rector of **TEL-U**.

**15.0 TIME**

Time whenever mentioned shall be of the essence of this MoA.

**16.0 SCHEDULES, ATTACHMENTS, ANNEXURES, APPENDIXES**

All schedules, attachments, annexures and appendices hereto shall be read, construed and formed part of this MoA.

**17.0 STAMP DUTY AND COSTS**

The stamps duty, expenses for preparing, approving and completing if any, on this MoA, shall be borne by the Parties.

**18.0 ASSIGNMENT**

The Party shall not, without the other Party’s prior written consent, assign or transfer to a third party all or any of the benefits or obligations of this MoA.

**19.0 WAIVER**

No failure, delay or indulgence on the part of any of the parties to this MoA relating to the exercise of any right, power, privilege or remedy provided under this MoA shall operate as a waiver of such right, power, privilege or remedy nor shall any single or partial exercise of any right, power, privilege or remedy provided in the MoA be deemed as a waiver.

**20.0 NOTICES**

20.1 Any communication under this MoA will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **XXX** or **TEL-U**, 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 shall, 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 : **PARTNERS NAME**

Address :

Attn. To : EX. DIRECTOR OF/ VICE PRESIDENT OF

Tel. No. :

Fax No. :

E-mail :

To : **UNIVERSITAS TELKOM**

Address : Jalan Telekomunikasi Terusan Buah Batu Bandung, 40257 Indonesia

Attn. To : Vice Rector

Tel. No. :

Fax No. :

E-mail : Partnership@telkomuniversity.ac.id

20.2 It shall be the duty of **THE PARTIES** to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

The foregoing record represents the understandings reached between **THE PARTIES** upon the matters referred to therein.

**IN WITNESS WHEREOF** this MoA has been duly signed in duplicate in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 202X in four (4) original texts in the English language, all texts being equally authentic.

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of |  | Signed for and on behalf of |
| **UNIVERSITAS TELKOM** |  | **XXXXXXXXXX** |
|  |  |  |
| **PROF. DR. ADIWIJAYA**  Rector |  | **Name of the signing**  Position |
|  |  |  |
| In the presence of  **NAME**  Position |  | In the presence of  **NAMED**  Position |
|  |  |  |
| **SCHEDULE A**  **FINANCIAL ARRANGEMENT**  (shall be read, construed and form part of this MoA)  **STUDENT MOBILITY PROGRAMME IN UUM** | | |
|  | | |

|  |  |  |
| --- | --- | --- |
| **NUMBER OF STUDENTS** | **TUITION FEE** | **STANDING FEE FOR ADDITIONAL NUMBER OF STUDENTS** |
| Thirty (30) | Not Chargeable | Any additional number of students shall be charged, per head, as follows:   1. PhD = Ringgit Malaysia One Thousand Five Hundred only (RM1,500.00) 2. Master = Ringgit Malaysia Two Thousand Four Hundred only (RM2,400.00) 3. Undergraduate = Ringgit Malaysia One Thousand Two Hundred only (RM1,200.00) |