



Number : 131/SK-F/VIII/FTK.UnHar/2024

..... I/III/UH/HR 202409

KNOW ALL MEN BY THESE PRESENTS:

This Bilateral Agreement is entered into this day of August, 20, 2024 , by and between: Universitas Harapan Medan [hereinafter called Unhar Medan], an educational institution of higher learning, organized and existing under the laws of the Republic of Indonesia and with principal office address at Jalan Imam Bonjol No.35 Kota Medan, Sumatera Utara, 20152, Indonesia, represented by its Rector, who is duly authorized to represent it in this transaction.

-and-

Ninomiya Seisakusho Co., Ltd.Horiyasu [hereinafter called Ninomiya], a business registered in Japan and having its registered address at 29-1, Midorigaoka, Chichibu City, Saitama Prefecture, Japan.

WITNESSETH:

WHEREAS, in view of its desire to keep pace with the demands of global competitiveness, and for its students to acquire the knowledge, skills, and attitude that will make them globally competitive, is delving into Students International Internship Program in direct partnership with accredited.

WHEREAS, the **Host-Company** is a duly qualified and registered company authorized by its government to conduct foreign placement activities and agrees to accept trainees [hereinafter referred to as **Student-Trainee/s**] from Universitas Harapan Medan and cooperate with the latter to send its students based on the terms and conditions as contained in this agreement;

WHEREAS, involved parties here to shall ensure that the **Student-Trainee** enters into a Student-Trainee Contract [hereinafter called **Training Contract and herein attached as Annex A**] which **Training Contract** shall be an integral part of this Agreement.



NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereafter set forth the parties agreed as they hereafter agree as follows:

1. COOPERATION BETWEEN & HOST-COMPANY

Involved parties agree to co-operate with each other for the purpose of send student-trainees from for International On-the-Job Training Program [hereinafter called **IOJT**] based on the terms and conditions of this **Agreement**.

2. CONSIDERATION

The **Host-Company** shall contribute to the living and training stipend of the student-trainee, subject to the details stated in the Training Contract, Annex A of this Agreement.

Universitas Harapan Medan will assume full responsibility to the Student Trainee for the duration of his/her internship with Six (6) months.

3. EFFECTIVITY OF THE CONTRACT

This Agreement shall be valid for period of five (5) years and shall take effect on August 20 '2024 until August 20 '2029. Parties may renew the contract by giving a written notice to renew at least 30 days prior to the expiration of this Agreement. Thereafter parties shall execute the renewed Agreement subject to the terms and conditions agreed upon by the parties.

4. OBLIGATIONS OF THE PARTIES:

Stage 1: Accreditation of Training Program

- 4.1. Prior to recruitment, the **Host-Company** shall submit to Universitas Harapan Medan for approval a training plan duly signed by its authorized representative, which shall be signed by the duly authorized representative of only after it has reviewed and approved the same pursuant to the succeeding provision.
- 4.2. shall review and approve the training plan designed accordingly for the Student-Trainee, specifying goals and objectives, desired outcomes and how these outcomes will be achieved, knowledge, skills and competencies that the Student-Trainee should acquire in each teaching area, assignments, and schedule of activities, among others.



The Training Plan shall be part of the Training Contract signed by the **Student-Trainee**, their parents,

Stage 2 : Promotion

- 4.3. shall help promote the **Host-Company's** training program to qualified students of the institute through OJT orientation, OJT Fair and on-line posting.
- 4.4. shall permit and provide the necessary facilities for the **Host-Company** to present the **IOJT** Program to the students of . The necessary facilities for the presentation such as, but not limited to:
 - 4.4.1 Venue for the presentation;
 - 4.4.2 Chairs and tables;
 - 4.4.3 Presentation Equipment (Multi-media, lights and sound system); and
 - 4.4.4 Others, as may be needed.
- 4.5. shall provide the **Host-Company** a periodic update of the program's development being promoted in the institute.

Stage 3 : Initial Screening (Pooling)

- 4.6. shall handle the preliminary screening and processing of the student-applicants for this program based on the guidelines of this program but not limited to the following grounds:
 - 4.6.1 The students are currently enrolled in Bachelor Degree program or under the OJT course;
 - 4.6.2 The students are articulate in English or the language spoken in the Host- Country;
 - 4.6.3 The students have already passed pre-practicum requirements;
 - 4.6.4 They are psychologically mature, emotionally and spiritually balanced;
 - 4.6.5 Must possess the written approval or consent from parents/guardians;
 - 4.6.6 Must possess the accomplished **IOJT endorsement form [herein attached as Annex B]** signed by the concerned departments of ;
 - 4.6.7 Physically healthy - c/o accredited embassy doctor, clinic or hospital;
 - 4.6.8 The age limits and other conditions are;
 - 4.6.8.1 Female - 18 to 29 years old



- 4.6.8.2 Female students must not be pregnant when they leave for the program. A pregnancy test must be conducted prior to departure.
- 4.6.8.3 Female students who will get pregnant during the program period will automatically be terminated from the program and must return immediately to Indonesia.
- 4.6.8.4 Male – 18 to 29 years old
- 4.6.9 That the students are not involved in the use and possession of prohibited drugs, elements or chemicals or any illegal or criminal activities;
- 4.6.10 No disciplinary action was taken against the student during the year prior to the date of application under the training program; and
- 4.6.11 The students must have the right work attitude towards practicum/training.

Stage 4: Selection

- 4.7 The **Host-Company** shall inform in writing at least **FIVE (5)** school days prior to the date of interview the names of **student-applicants** who are shortlisted for interview by the **Host-Company**, including the date, time, place and mode for the said interview;

The **Host-Company** shall coordinate with _____ regarding the details of the preferred in-house or online interview taking into consideration the availability of the following:

- 4.7.1 Venue
- 4.7.2 Facilities
- 4.7.3 Qualified Student-applicants

- 4.8 shall provide the **Host-Company** the necessary travel documents and scholastic records of pre-qualified student-applicants such as, but not limited to:

4.8.1 Prior to Final Interview:

- 4.8.1.1 Signed Endorsement Form;
- 4.8.1.2 Student-applicant's Curriculum Vitae;
- 4.8.1.3 Scanned Copy of valid Passport of the student-applicant;
- 4.8.1.4 Transcript of Records or Copy of Grades

- 4.9 The **Host-Company** shall inform in writing or through email the names of the selected student-applicants [hereinafter called **QUALIFIERS**] who were



shortlisted during the final interview by the authorized representative/s of the **Host-Company**;

4.10 The **Host-Company** shall select among the list of **Qualifiers**, the students-trainees who will undergo training under this Agreement. shall respect and accept the final decision of the **Host-Company** as to whom among the student-applicants (if any), is selected. The **Host-Company** shall have absolute discretion in the final selection of the **Qualifier**. The **Host-Company** shall not be held liable for any and all expenses incurred by the student-applicants in the event that they are not selected by the **Host-Company**.

4.11 shall course any and all needed training communication to the **Host-Company**;

4.12 shall apply its best endeavor to ensure that no student-applicant will make any direct communication with **Host-Company** and that any communication must be properly coursed through the **Host-Company** and.;

4.13 shall submit to the **Host-Company** a copy of the requited "Proof of Return" document of the student-trainee who participated in the program. Said document shall be processed by _____ within two (2) weeks after the student-trainee's arrival to Indonesia;

4.14 shall conduct the appropriate investigation and impose diciplinary actions, if necessary, to the student-trainee who violated its rules and regulations before or during the program implementation upon his/her return to the institute;

4.15 shall not issue or release any/all scholastic record/s and/or academic endorsement/s to any student who will not return to Indonesia after participating in the program, without prejudice to any penalty that may be imposed by the **Host-Company**;

Stage 5: Processing

4.16 The **Host-Company** shall arrange for the application of the training & travel permit document [hereinafter called **Training Pass**] or which may be required in accordance to the pertinent laws of the training destination. For training destinations which require visa application [hereinafter called **Visa**], shall assist the **Qualifier** in the process of application with the embassy and immigration. In this regard, a **Qualifier** shall be termed a **Student-Trainee** once he/she is officially granted with legitimate travel documents;



4.17 The shall coordinate/provide the **Host-Company** the necessary documents of the QUALIFIERS which shall include but not limited to the following:

4.17.1 Medical Report/Certificate

4.17.2 Insurance with International Coverage

Stage 6: Departure

4.18 The **Host-Company** shall inform of the approval of the training pass referred to in clause 4.16, whereupon shall assist the **Student-Trainee** to depart without delay from receipt of the notice that said **Training Pass** has been approved;

4.19 through **Office of International Career and Exchange Programs** [hereinafter called **ICEP**] shall conduct a pre-departure orientation program which will cover salient topics relevant to training and destination's locale. shall likewise present the Training Contract and waiver to the **Student-Trainee** and his/her parent or guardian;

4.20 shall assist the **Student-Trainee** to depart as per **Training Pass** or **Visa's** approved date and shall likewise advise The **Host-Company** regarding the said date for airport pick-up ad boarding assistance. shall ensure that upon arrival, the **Student-Trainee** shall be met by the **Host-Company representative** abroad and be safely transferred to the inspected/approved lodging;

4.21 In the event that the **Student-Trainee** pre-terminates his/her **Training Contract** without any valid reason, shall assist both **Host-Company** and its **Agent** abroad in recovering any financial losses that may be sustained as a consequence of such pre-termination;

4.22 One member from the relevant department of shall be permitted to visit the **Student-Trainees** during duty hours under the following terms and conditions, to wit:

4.22.1 The frequency of the visit by a representative shall be limited to one visit in every six (6) months;

4.22.2 The visit by the representative is an official one and shall be strictly for business only.



5. RELATIONSHIP OF CONTRACTING PARTIES

- 5.1 The parties hereto expressly agree that nothing contained or implied in this MOA shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto nor constitute nor be deemed to constitute any party as an affiliate of the other party for any purpose whatsoever;
- 5.2 The rights, duties, obligations and liabilities of the parties hereto shall be those set forth in this agreement and nothing herein contained shall be construed as creating a trust, each party being individually responsible only for its obligations.

6. FORCE MAJEURE

Neither party shall claim for any damage, of whatever kind and nature, against the other in case of breach of this Agreement, if such breach is caused directly by government interference, any statute or regulation, war, riot, civil disorder, revolution, acts of public enemies, strikes or other labor disturbance, fire, flood, Act of God or any other cause(s) beyond the control of the parties.

7. TERMINATION

Parties may terminate this Agreement upon written notice to the other party at least 60 days prior to the intended date of termination. This is without prejudice to the rights and obligations any and all rights that may have accrued in favor of either party or the student/s prior to such notice of termination.

This Agreement may likewise be terminated in the event of a breach or violation of the terms and conditions set forth in this Agreement, subject to the notice requirement in the preceding paragraph. The aggrieved party may likewise avail of the remedies provided under the law.

8. INTELLECTUAL PROPERTY

Any intellectual property created as a result of this Agreement shall be subject to the IP policies of Ninomiya



B) Assignment

This MOA shall not be assignable by any party without prior written consent of the other.

C) Separability Clause

If any provision of this Agreement is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable only to that extent and no further and shall not affect the other provisions of this MOA. The remaining provisions of this Agreement shall remain valid and effective provided the performance of the obligations of the parties is still legally feasible.

D) Governing Law and Arbitration

- a) This Agreement shall be governed by and construed according to the Indonesia laws.
- b) Any or all disputes, controversies and conflicts between the parties in connection/arising out of this MOA, shall, as far as possible, be settled amicably between the parties. In the event that no amicable settlement is reached, the violation, disputes, controversies and conflicts arising out of or in connection with this MOA or its performance/non performance shall be settled by arbitration in Indonesia of a single arbitrator who shall be appointed by agreement between the parties.

E) Language

All documents to be furnished or communications to be given or made under this Agreement shall be in the English Language, or if in another language, shall be accompanied by an English translation. In the event of any conflict in the interpretation of the said documents or communications in the English language and that of another language, that of the former shall prevail and govern the parties.



IN WITNESS WHEREOF, this AGREEMENT has been entered into the day and year first above written:



Dodik Siregar., S.Kom.M.Kom
Dean of Engineering and Computer Faculty
UNIVERSITAS HARAPAN MEDAN
Universitas Harapan Medan



Noriko Ninomiya
President and CEO
Ninomiya Seisakusho Co., Ltd.Horiyasu