

int uum 2020

**MEMORANDUM OF UNDERSTANDING
(MOU)**

BETWEEN

**UNIUTAMA EDUCATION AND
CONSULTANCY SDN. BHD.
(CO. NO. 945736-D)**

AND

UNIVERSITAS HARAPAN, INDONESIA

DATE : FEBRUARY, 10th 2020

This Memorandum of Agreement (MOU) is made on 10th day of February 2020

BETWEEN

UNIUTAMA EDUCATION AND CONSULTANCY SDN. BHD. (Co. No. 945736-D), a company incorporated in Malaysia with its registered office at No. 259 & 260, Tingkat Atas & Bawah, UUM Business Centre, Lorong 1, Taman Universiti, 06010 Sintok, Kedah dan its principle place of business Bangunan Pusat Pendidikan dan Ijazah Lanjutan (PACE), Universiti Utara Malaysia, 06010 Sintok, Kedah Darul Aman (hereinafter referred as "**UECSB**") and shall include its lawful representatives and permitted assigns, of the one part.

AND

UNIVERSITAS HARAPAN (hereinafter referred to as "**UNHAR**"), a university established under the laws of **INDONESIA** whose address at Jalan Imam Bonjol No.35 Medan -20152 Sumatera Utara, and shall include its lawful representatives and permitted assigns of the second part.

(**UECSB** and **UNHAR** hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

- A. **UECSB** is a fully owned subsidiary of Uniutama Management Holdings Sdn. Bhd. (Co. No. 945736-D), which in turn is wholly owned by Universiti Utara Malaysia (UUM) which has authority to conduct UUM academic programs with external parties, including cooperative programs, through an agreement dated July 9, 2015.
- B. **UNHAR** is an educational institution under the education foundation of Harapan that has been established since 51 years ago. UNHAR was officially established since 2017. And now UNHAR had four faculty, there are Language and Communication; Economic and business; Technic and Computer; and Law.
- 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 contained herein.

REPRESENTATION AND WARRANTY

UNHAR represents and warrants to **UECSB** that:

- (a) it is university which established under the Indonesian laws;
- (b) it has the corporate power to enter into and perform its obligations under this MoU;
- (c) it has taken all necessary corporate actions to authorize the entry into and performance of this MoU;
- (d) as at the execution date, neither the execution nor performance by it of this MoU nor any transactions contemplated by this MoU will violate in any respect any provision of:
 - i. University statutes and governing laws of Indonesian (University); or
 - ii. Its Memorandum and Articles of Association (Company); or
 - iii. any other document or agreement which is binding upon it or its asset;
- (e) 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 MoU;
- (f) it has necessary capability to undertake the responsibilities and acknowledges that **UECSB** has entered into this MoU in reliance on its representations and warranties as aforesaid; and]
- (g) the representations and warranties set out above shall remain true and correct in all material respects throughout the subsistence of this MoU.

THE PARTIES HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

1.0 OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each party's country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

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2.0 AREAS OF CO-OPERATION

- 2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour would act as a stimulus for a wide range of collaborative activities including but not restricted to:
- i. Development of collaborative research projects.
 - ii. Working to sign twinning agreements between scientific departments or centres with similar specialties in the universities and educational institutions of both institutions.
 - iii. Organization of joint academic and scientific activities, such as visiting lecturer.
 - iv. Exchange of publications, reports and other academic materials of common interests.
 - v. Other activities and programmes in areas of mutual interest, benefiting both Parties.
- 2.2 For the purpose of implementing the co-operation in respect of any area stated in clause 2.1, the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.
- 2.3 For the promotional purposes, the Parties may, as it deems appropriate, include the hyperlink of each Party in the official website, respectively.

3.0 FINANCIAL ARRANGEMENTS

- 3.1 This MoU will not give rise to any financial obligation by one Party to the other.
- 3.2 Each party will bear its own cost and expenses in the implementation of this MoU.

4.0 CONFIDENTIAL MATTERS

- 4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MoU or other agreements made pursuant to this MoU.
- 4.2 For purposes of this MoU, "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

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this MoU 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.

4.3 All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5.0 EFFECT OF MOU

This MoU 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 be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

6.0 NO AGENCY

Nothing contained herein is to 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.

7.0 ENTRY INTO EFFECT AND DURATION

7.1 This MoU will come into effect on the date of signing and will remain in effect for a period of 5 (five) years.

7.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

8.0 REVISION, VARIATION AND AMENDMENT

8.1 Any Party may request in writing a revision, variation or amendment of this MoU.

8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

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- 8.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 8.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

9.0 SUPERVENING EVENTS

- 9.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
- 9.2 Notwithstanding sub-clause 9.1, should any other event occur which hinders or restricts the implementation of this MoU, the parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

10.0 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 MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or international tribunal.

11.0 NOTICES

- 11.1 Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail or facsimile number of **UECSB** or **UNHAR**, as the case may be, shown below or to other such 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:

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To : **UNIUTAMA EDUCATION & CONSULTANCY SDN. BHD.**
 Address : Bangunan Pusat Pendidikan Profesional & Lanjutan,
 Universiti Utara Malaysia, 06010 Sintok, Kedah Darul
 Aman
 Attn . : General Manager
 To
 Tel. No. : 04-9284601
 Fax No. : 04-9284605
 E-mail : mlhalim@uum.edu.my

To : **UNIVERSITAS HARAPAN MEDAN**
 Address : Jalan Imam Bonjol No.35 Medan - 20152
 Sumatera Utara
 Attn . To : Ruswan Nurmadi, S.E, M.Si
 Tel. No. : 061-4514560
 Fax No. : 061-4514560
 E-mail : unhar@harapan.ac.id

11.2 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.

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IN WITNESS WHEREOF this MoU has been duly signed in duplicate at **UNIVERSITAS HARAPAN MEDAN** on this 10th day of February in the year 2020 in four (4) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of

**UNIVERSITY EDUCATION &
TECHNOLOGY Sdn. Bhd.**



**PROF. MADYA DR. HALIM BIN MAD
LAZIM**

General Manager
UECSB

In the presence of

PROF. DR. RUSHAMI ZIEN YUSOFF

Chairman of Board
UECSB

Signed for and on behalf of

UNIVERSITAS HARAPAN MEDAN



Dr. EMMY ERWINA.,M.,A

Rector
UNIVERSITAS HARAPAN MEDAN

In the presence of

RACHMAT AULIA., S.KOM., M.SC.IT

Vice Rector III
UNIVERSITAS HARAPAN MEDAN