



## MEMORANDUM OF AGREEMENT (MOA) BETWEEN FACULTY OF ECONOMICS AND BUSINESS AND DEJAVATO FOUNDATION

# No: 15706/UN10.F02/HK.07/2023 No: 65/DF.02/X/2023

## Regarding COOPERATION IN THE IMPLEMENTATION OF TRIDHARMA PERGURUAN TINGGI (THREE MAIN PURPOSES OF THE UNIVERSITY) AND FREEDOM OF LEARNING INDEPENDENT CAMPUS (MKBM) PROGRAM

On Tuesday, 24<sup>th</sup> October 2023, the undersigned:

1.	Name Occupation Address	: Abdul Ghofar, DBA.,Ak. : Dean of Faculty of Economics and Business Universitas Brawijaya : Jl.MT.Haryono 165 Malang, East Java, 65145
		Become for and on behalf of Faculty of Economics and Business Universitas Brawijaya, hereinafter referred to as the FIRST PARTY.
2.	Name Occupation Address	<ul> <li>: Ketut Purwantoro</li> <li>: Director of Dejavato Foundation</li> <li>: Jl. Bukit Panjangan Asri M-7 Semarang 50147</li> <li>Become for and on behalf of the Dejavato Foundation, hereinafter referred to as the SECOND PARTY.</li> </ul>

The **FIRST PARTY** and the **SECOND PARTY**, hereinafter referred to in this Cooperation Agreement as the **PARTIES**.

The **PARTIES** agree to conduct a Cooperation Agreement, following the provisions referred to in these articles.

## Article 1

## Main Task

FIRST PARTY and SECOND PARTY appropriately implement the Cooperation of Implementation of *Tridharma Perguruan Tinggi* and Freedom of Learning Independent Campus Program (*MKBKM*)

# Article 2

## Objective

- 1. The Cooperation Agreement is aimed at supervising management aspects of the utilization of human resources, facilities, and infrastructure in this cooperation.
- 2. Developing institutions and increasing quality, including expertise, both parties

1<sup>st</sup> Party: ...... 2<sup>nd</sup> Party: ......

## Article 3

#### Scope

- 1. Implementation of cooperation includes activities:
  - a. Volunteer teaching staff for English and other foreign language teaching team.
  - b. Research and Community Service.
  - c. Local Internship for students (1-12 months).
  - d. Visiting Professor and Lecturer Exchange.
  - e. International Fieldwork (KKL).
  - f. International Community Service is available as a short-term volunteer or work camp (2–3 weeks), a midterm volunteer (1–4 months), and a long-term volunteer (5–12 months).
  - g. International Bilateral upon Request (1-2 weeks).
- 2. The procedure for implementing cooperation was arranged by BOTH PARTIES.

### Article 4

#### **Rights and Obligations**

- 1. BOTH PARTIES are entitled to:
  - a. Obtain human resources support, facilities, and infrastructure from BOTH PARTIES on the implementation of cooperation activities.
  - b. Become a partner in the development of community service and the Freedom of Learning Independent Campus program.
  - c. Obtain a continuous report update from BOTH PARTIES on the evaluation of the outcome of the cooperation activities implementation.

#### 2. BOTH PARTIES obliged:

- a. Provide human resources support, facilities, and infrastructure to BOTH PARTIES for the implementation of cooperation activities.
- b. Arrange schemes of implementation of cooperation activities that should be implemented together.
- c. Provide a continuous report update from BOTH PARTIES on the evaluation of the outcome of cooperation activities implementation.

#### Article 5

#### Fund

Any funds for the implementation of these activities should be arranged according to the detailed program that was agreed upon by BOTH PARTIES, which should be determined regarding the financial estimate and ability of BOTH PARTIES.

#### Article 6 Period of Time

Cooperation Agreement valid for 5 (five) years since signed by BOTH PARTIES.

## Article 7

#### **Conflict Solution**

Assuming that there would be arguments or misunderstandings in this Cooperation Agreement, BOTH PARTIES agree to find the solution deliberately.

1st Party: A.f. 2nd Party:

# Article 8

#### **Force Majeure**

- 1. Coercive circumstances mean (hereinafter referred to as "Force Majeure") the circumstances that occur beyond BOTH PARTIES ability, failure, including authority, and cause PARTY that encounter is not able to implement or forced to postpone the implementation of obligations in this Agreement. Force Majeure includes catastrophes, floods, plagues, wars, rebellions, riots, general strikes, wildfires, or offensives from other PARTIES against the product of cooperation outcomes and government policies that affect directly the implementation of this Agreement;
- 2. In the Force Majeure incident, a PARTY that interferes in implementing the obligations is not able to be accused by any other PARTY. PARTY that encounters Force Majeure must inform other PARTIES about the Force Majeure incident as late as 15 (fifteen) days in the calendar after the incident occurs, along with a statement letter from an authority official that clarifies the incident that occurred. PARTY that encounters Force Majeure is obliged to attempt the implementation of the obligation as arranged in this Agreement immediately after the Force Majeure incident:
- 3. Presuming that the Force Majeure incident occurs continuously or that the PARTY that encounters Force Majeure will exceed 30 (thirty) days of the calendar, both PARTIES agree to consider the period of time of this Agreement.
- 4. Every disadvantage and cost from one of the PARTIES as the cause of the Force Majeure incident is the responsibility of each PARTY.

#### Article 9

#### Correspondence

Every letter or announcement that must be conducted by one PARTY to the other PARTY in the implementation of this Agreement must be conducted in writing and informed directly or through email to:

FIRST PARTY	<b>: Faculty of Economics and Business Universitas Brawijaya</b> Jalan MT. Haryono 165 Malang 65145 Call Number : (0341) 555 000 Email : feb@ub.ac.id
SECOND PARTY	: Dejavato Foundation Jalan Bukit Panjangan Asri M-7 Semarang Call Number : (024) 76636091 Email : ketut@dejavato.or.id

1st Party: ..... 2nd Party: Jr....

## Article 10

Closing

- 1. This Cooperation Agreement is a written duplicate; each is legal after being signed with stamp duty by BOTH PARTIES.
- 2. Any other things that are not arranged in this Cooperation Agreement should be arranged in regard to the Agreement between BOTH PARTIES.
- 3. Assuming that this draft Agreement contains any inaccuracy and/or mistake, it should be considered and determined by BOTH PARTIES.



(Abdul Ghofar, DBA.,AK) Dean of Faculty of Economics and Business Universitas Brawijaya

#### SECOND PARTY



(Dr. Ketut Purwantoro) Director Dejavato Foundation

1st Party: ..... 2nd Party: .....