# MEMORANDOM OF AGREEMENT

PARTNER’S LOGO

**BETWEEN**

# UNIVERSITAS MATARAM

**WITH**

# ................................ (PARTNER)

#  ABOUT

**.................................................................................**

Ref. Number:..............

Ref. Number:..............

On (day)............., date..............., month.............., year (DD/MM/YYYY), The Undersigned

below:

1. Name:..............................

Position:..............................

Address : Jl. Majapahit No. 62 Mataram

In this case acting for and on behalf of............... (UNIT NAME) Universitas Mataram is hereinafter referred to as the **FIRST PARTY.**

1. Name:

Position:

Address:

In this case acting for and on behalf of…….., hereinafter referred to as the **SECOND PARTY**.

Explaining that the **FIRST PARTY** and the **SECOND PARTY** have agreed to sign a Memorandum of Agreement which is regulated in the following articles.

**ARTICLE 1**

**PURPOSES AND OBJECTIVES**

1. The purpose of this Memorandum of Agreement is to serve as a framework for the collaboration’s implementation prepared by the parties in accordance with the scope of this Memorandum of Agreement
2. The purpose of this Memorandum of Agreement is to (AS PER ACTIVITIES TO BE CARRIED OUT)

**ARTICLE 2**

**SCOPE OF WORK**

The **SECOND PARTY** assigns tasks to the FIRST PARTY to organize Activities......................

**ARTICLE 3**

**IMPLEMENTATION**

1. The **FIRST PARTY** prepares............ needed for the activities to run efficiently.
2. The **SECOND PARTY** prepares .................. as well as the cost of the activities......................
3. Activities................ implemented every (month / year) as needed.

**ARTICLE 4**

**CONDITIONS OF WORK**

These terms of work are in accordance with those specified in the Terms of Reference and other terms and conditions.

**ARTICLE 5**

**FUNDING**

The cost of the activity’s implementation will be addressed in the Activity Implementation Plan agreed upon by the **PARTIES.**

**ARTICLE 6**

**TIMEFRAME**

The timeframe of the activities.............. this is valid from the time it is signed until (MAXIMUM 5 YEARS ACCORDING to the MoU).

**ARTICLE 7**

**RIGHTS AND OBLIGATIONS**

1. The **SECOND PARTY** shall be entitled to request an Academic Report on the Implementation of the Activities.......................to the **FIRST PARTY.**
2. The **FIRST PARTY** is obliged to provide an Academic Report on the Implementation of the Activities ............................... to the **SECOND PARTY**.
3. The **SECOND PARTY** is required to pay the fee and the **FIRST PARTY** shall be entitled receive payment of fees from the **SECOND PARTY** in accordance with what has been agreed as referred to in Article 5.

**ARTICLE 8**

**CANCELLATION OF THE AGREEMENT**

1. The Memorandum of Agreement may be cancelled at the request of one of the parties with the written consent of the other party.
2. The other party must write the request for cancellation letter referred to in paragraph (1) in and receive it no later than 30 (thirty) days before the date of cancellation of the Memorandum of Agreement.
3. If this Memorandum of Agreement expires or it is determined that there are activities that cannot be met, the terms of this Memorandum of Agreement will continue in effect until certain tasks are completed.

**ARTICLE 9**

**FORCE MAJEURE**

1. The **PARTIES** are exempt from liability for delays or failures in fulfilling the obligations set forth in this agreement caused by events beyond the power of the **PARTIES** that are classified as *Force Majeure.*
2. Events that can be classified as *Force Majeure* include natural disasters (earthquakes, typhoons, floods, etc.), disease outbreaks, wars, revolutions, riots and economic/monetary chaos that affect this agreement.
3. If *Force Majeure* occurs, the party who knows first must notify the other party no later than 14 (fourteen) days after the occurrence of *Force Majeure.*
4. *Force Majeure* circumstances do not abolish the agreements and if conditions are normal, the **PARTIES** may carry out the Memorandum of Agreement as necessary

**ARTICLE 10**

**NOTICES**

1. All correspondence or notices that must be sent by each party to the other party, regarding and/or to this Memorandum of Agreement, shall be sent to the following address

**Universitas Mataram**

Position :.................................

Address : Jalan Majapahit No. 62 Mataram

 Phone : (0370) ........................

Faximile : (0370) ........................

................................ (PARTNER’S NAME)

Position :.................................

Address :................................

Telephone :................................

Faximile :................................

1. Any Changes to the information referred to Article (1) shall be immediately notified in written form to the other party and enter into force after receiving the notification.

**ARTICLE 11**

**DISPUTES**

1. If a dispute arises in the implementation of the work, the settlement will be carried out by deliberation and consensus.
2. If the settlement referred to in Article (1) above cannot resolve the dispute, then both parties shall report the matter to the Competent District Court in Indonesia (based on both parties’ agreement)

**ARTICLE 12**

**ADDENDUM**

1. Matters that have not been sufficiently regulated or changes in this agreement shall be administered separately in the form of Amendments to the Agreement, which must be made before the Memorandum of Agreement expires.
2. Amendments to the agreement are an integral part of this Memorandum of Agreement.

**ARTICLE 13**

**CONCLUSION**

1. This Memorandum of Agreement will be effective from the moment it is signed by both **PARTIES**.
2. Matters that have not been stipulated in this Memorandum of Agreement will be addressed later in the technical instructions.
3. The **PARTIES** of this Memorandum of Agreement have agreed to implement this Memorandum of Agreement in accordance with the provisions of the applicable laws and regulations.

Thus this Memorandum of Agreement is made and signed on the aforementioned day, date, month and year in duplicate of 2 (two) sufficient seals for **SECOND PARTY** and **FIRST PARTY.**

|  |  |
| --- | --- |
| FIRST PARTY,......................................... | SECOND PARTY,.................................. |