** MEMORANDUM OF UNDERSTANDING**

PARTNER’S LOGO

Between

# UNIVERSITAS MATARAM

Mataram, Lombok, Indonesia

Ref. Number: 1829/UN18/LN/2019

**AND**

# UNIVERSITY OF .....................

(Address) .................

(Ref. Number)..............

**ABOUT**

**THE IMPLEMENTATION OF THE TRIDARMA OF HIGHER EDUCATION**

On (day)............., date..............., month.............., year (DD/MM/YYYY), in (place) made and signed a Memorandum of Understanding by and between:

|  |  |  |
| --- | --- | --- |
| 1. (Rector’s name) | : | The Rector of the University of ...... is appointed in accordance with the Ministry of Education, Culture, Research, and Technology of the Republic of ........ Number:........ date..........., in this case acting for and on behalf of the University......, which is located at...........  hereinafter referred to as the **FIRST PARTY**. |
| 1. **Prof. Ir. Bambang Hari Kusumo, M.Agr.St., Ph.D** | : | The Rector of the Universitas Mataram, who was appointed based on the Decree of the Ministry of Education, Culture, Research, and Technology of the Republic of Indonesia Number: ......... Date: ............  in this case acting for and on behalf of the University of Mataram, which is located at Jalan Majapahit No. 62 Mataram, hereinafter referred to as the **SECOND PARTY** |

The **FIRST PARTY** and the **SECOND PARTY** are collectively called the **PARTIES**, and individually referred to as the **PARTIES**, agree to make and sign a Memorandum of Understanding on the Implementation of the Tridarma of Higher Education covering the fields of education, research, and community service as well as the development of human resources in the agencies of the **PARTIES**, with the following terms and conditions.

**PURPOSE AND OBJECTIVES**

**ARTICLE 1**

1. The purpose of this Memorandum of Understanding is to synergize the potential and resources owned by the **PARTIES** in order to develop cooperation in the implementation of the Tridarma of Higher Education which includes the fields of education, research, and community service as well as the development of human resources in the agencies of the **PARTIES**.
2. The purpose of this Memorandum of Understanding is to optimize the utilization of the **PARTIES'** resources and potential qualities in the performance of the duties and functions in accordance with their respective authorities.

**SCOPE**

**ARTICLE 2**

The scope of this Memorandum of Understanding includes:

1. the provision of education, research, and training;
2. b. implementation of community service;
3. c. improvement and development of human resource competencies; and
4. d. other activities agreed upon by the **PARTIES.**

**IMPLEMENTATION**

**ARTICLE 3**

1. The implementation of this Memorandum of Understanding shall be further regulated by 1 (one) or more Memorandum of Agreements to regulate in more detail each area that will be the focus of the partnership program.
2. The Memorandum of Agreements (as referred to in Article 1) is incorporated into this Memorandum of Understanding.
3. The Memorandum of Agreements as referred to in paragraph (1) shall cover each work unit in accordance with the field of cooperation according to the scope of cooperation in Article 2.

**PERIOD OF TIME**

**ARTICLE 4**

1. This Memorandum of Understanding is valid for 5 (five) years, from the date of signing the MoU by the **PARTIES**.
2. This Memorandum of Understanding may be extended no later than 3 (three) months before the term of this Memorandum of Understanding expires.
3. This Memorandum of Agreement may terminate or void by itself, if:
4. in the future there are provisions of laws and regulations that specifically regulate and are contrary to the scope of the Memorandum of Understanding;
5. non-achievement of the parties' objectives in accordance with the provisions of Article 1; and
6. the occurrence of confidential disclosure in accordance with the provisions of Article which causes the non-possibility of the **PARTIES** or one of the **PARTIES** to carry out this Memorandum of Understanding.
7. This Memorandum of Understanding expires and is not renewed or terminated either by written request or for any other reason, the termination of this Memorandum of Understanding does not cause the expiration of the agreements that have been made relating to the implementation of this Memorandum of Understanding until the completion of all rights and obligations of each **PARTY** stipulated in the Memorandum of Agreement as referred to in Article 3.

**FUNDING**

**ARTICLE 5**

All costs incurred in the context of implementing this Memorandum of Understanding are charged to the budget of each **PARTY** and other legitimate sources in accordance with the provisions of the laws and regulations.

**CONFIDENTIALITY**

**ARTICLE 6**

1. The **PARTIES** agree to exchange data and information on matters relating to the implementation of this Memorandum of Understanding and which are solely used for purposes of this Memorandum of Understanding.
2. Except in the context of implementing a provision of the applicable laws and regulations, the **PARTIES** agree to maintain the confidentiality of all data and information as referred to in Article (1) and will not provide it to other parties without the written consent of the other **PARTY**.

**CORRESPONDENCE**

**ARTICLE 7**

1. Any notices to be given to the **PARTIES** related to this Memorandum of Understanding shall be delivered in written form and/or registered mail and/or by email, to the following address.

**FIRST PARTY:**

University........................................

Address........................................................

U.p. : .............................

Phone:......................................

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

E-mail : .............................

**SECOND PARTY :**

Universitas Mataram

Jl. Majapahit No. 62 Mataram

U.p. : Head of Partnership and Public Relations

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

E-mail : .............................

1. If one party's address changes during the implementation of this Memorandum of Understanding, the other party must be notified no later than 7 (seven) days after the date of the change.

**OTHER PROVISIONS**

**ARTICLE 8**

(1) This Memorandum of Understanding is not legally binding on the **PARTIES**.

(2) The **PARTIES** may enter into one or more legal binding Agreements.

1. Even though this Memorandum of Understanding is not legally binding on the **PARTIES**, the **PARTIES** may still enforce it in good faith.
2. The Memorandum of Understanding may be amended and/or supplemented only by written agreement of the **PARTIES**.
3. The implementation of this Memorandum of Understanding shall be monitored and evaluated by the **PARTIES** individually or jointly at least 1 (one) time a year as a consideration for the implementation of the next collaboration

**CLOSING**

**ARTICLE 9**

This Memorandum of Understanding is made in duplicate of 2 (two) originals, sufficiently sealed, and each of the 1 (one) duplicate is held by the **FIRST PARTY** and the **SECOND PARTY**.

|  |  |
| --- | --- |
| **SIGN FOR AND ON BEHALF OF**  **Universitas Mataram** | **SIGN FOR AND ON BEHALF OF** |
| **Prof. Ir. Bambang Hari Kusumo, M.Agr.St., Ph.D.**  Rector | ………………………  ………………………. |