



**MEMORANDUM OF AGREEMENT (MOA)
ON EDUCATION, RESEARCH, COMMUNITY SERVICE, AND PRODUCT
DOWNSTREAMING**

UNIVERSITAS NEGERI MALANG (UM)
AND
SYARMAINE ENTERPRISE MALAYSIA

Ref. No 19.8.64/UN32.5/KS/2024
Ref. No.

On August 19, 2024 Memorandum of Agreement (MoA) was entered into by and between:

1. FACULTY OF ENGINEERING,
UNIVERSITAS NEGERI MALANG (UM) : An established unit at Universitas Negeri Malang whose address is Jalan Semarang 5 Malang (65145), Indonesia, hereinafter represented by Prof. Dr. Andoko, S.T., M.T., and referred to as PARTY ONE,
2. SYARMAINE ENTERPRISE MALAYSIA : A company duly incorporated and existing under the laws of Malaysia, having its principal office at Lot 17373, Jalan Parit Putat, 77400 Sungai Rambai, Melaka, Malaysia (hereinafter referred to as "Syarmaine Enterprise"), represented by Sazman bin Kamasan, in his capacity as Director, hereinafter referred to as PARTY TWO.

PARTY ONE and PARTY TWO hereinafter will be collectively referred to as the "Parties" and individually as a "Party". The Parties hereby agree to enter into this Memorandum of Agreement on Education, Research, Community Service, and Product Downstreaming, as outlined in the following articles. These activities are in accordance with the provisions of Memorandum of Understanding signed by the parties on December 17, 2022.

**Article 1
OBJECTIVE**

The objective of this Memorandum of Agreement is to formalize a collaborative arrangement between PARTY ONE and PARTY TWO, under which PARTY TWO will host students of PARTY ONE for internship activities. This Agreement is intended to provide students of PARTY ONE with practical industry experience, thereby enhancing their professional competencies and supporting their academic advancement.

**Article 2
SCOPE**

1. Both PARTIES commit to fully supporting the Internship Program for students of PARTY ONE. This support includes collaboration on establishing and implementing an internship program designed to enhance industrial work practice courses, guest lecture programs, and training for PARTY TWO.
2. The scope of this Memorandum of Agreement includes activities related to Education, Research, Community Engagement, and Product Downstreaming. Within these areas, the PARTIES agree to collaborate on the internship program and related activities, with technical details to be regulated under specific rules issued by PARTY ONE.

**Article 3
RIGHTS AND OBLIGATIONS**

1. Both PARTIES agree to uphold their respective rights and obligations as outlined below.

Rights of PARTY ONE	Rights of PARTY TWO
<p>a. Select and nominate qualified students for participation in the internship program hosted by PARTY TWO.</p> <p>b. Receive periodic reports and evaluations on the performance and progress of the students from PARTY TWO.</p> <p>c. Request clarification or additional information regarding the internship program and related activities from PARTY TWO.</p> <p>d. Receive financial support provided by PARTY TWO as outlined in Article 4.</p>	<p>a. Determine the number of internship positions available and the specific departments or areas where the interns will be placed.</p> <p>b. Set the terms and conditions of the internship, including work hours, duties, and expected conduct, in line with company policies and relevant labor laws.</p> <p>c. Evaluate and provide feedback on the performance of the students of PARTY ONE during their internship.</p> <p>d. Request any necessary documentation or information from PARTY ONE related to the students' participation in the internship program.</p> <p>e. Expect PARTY ONE to fulfill its obligations, particularly in ensuring the preparedness and suitability of the students for the internship.</p>

2. The obligations of BOTH PARTIES include:

Obligations of PARTY ONE	Obligations of PARTY TWO
<p>a. Ensure that the students selected for the internship program meet the eligibility criteria and are adequately prepared for the experience.</p> <p>b. Provide PARTY TWO with all necessary documentation and information related to the students' participation in the internship, including academic records, health insurance details, and any other required materials.</p> <p>c. Facilitate pre-departure orientation and training sessions for the selected students to prepare them for the internship.</p> <p>d. Coordinate with PARTY TWO on the logistics of the internship, including travel arrangements and accommodation details.</p> <p>e. Monitor and support the students during their internship, ensuring they adhere to the terms of this Agreement and the rules of PARTY TWO</p> <p>f. Report any issues or concerns related to the students' participation in the internship to PARTY TWO in a timely manner.</p>	<p>a. Provide a structured and supportive environment for the students of PARTY ONE, including supervision and guidance during the internship period.</p> <p>b. Cover the costs associated with the internship as outlined in Article 4 of this Memorandum of Agreement, including international round-trip airfare, accommodation, and living allowance for the students.</p> <p>c. Ensure that the interns are engaged in meaningful work activities that align with their academic and professional development goals.</p> <p>d. Provide periodic reports to PARTY ONE on the students' progress, performance, and any issues that arise during the internship.</p> <p>e. Ensure that the interns are provided with safe working conditions and that they are treated fairly in accordance with Malaysian labor laws and company policies.</p> <p>f. Facilitate communication between the interns and PARTY ONE during the internship, addressing any concerns or issues promptly.</p> <p>g. Issue a certificate of completion or similar documentation to the students upon the successful conclusion of their internship.</p>

Article 4
FUNDING

PARTY TWO agrees to bear all costs associated with hosting the internship program for students of PARTY ONE. This includes:

1. international round-trip airfare for the interns between Indonesia and Malaysia.
2. accommodation expenses for the duration of the internship.
3. a living allowance to cover daily expenses for the interns during their stay in Malaysia.

Any additional costs not explicitly covered under this Article shall be the responsibility of the respective PARTY, unless otherwise agreed upon in writing by both PARTIES.

Article 5
DURATION

1. This Memorandum of Agreement shall be valid for a period of five (5) years from the date of signing and may be extended upon mutual agreement by THE PARTIES.
2. This Memorandum of Agreement may be terminated prior to the expiration of the period specified in paragraph (1) of this article, subject to the mutual agreement of THE PARTIES.

Article 6
DISPUTE RESOLUTION

1. This Memorandum of Agreement is established in good faith by both parties to enhance the implementation of the *Tridharma Principles of Higher Education* (teaching, research, and community engagement) at PARTY ONE and PARTY TWO. Any discrepancies that may arise shall be resolved through deliberation and consensus.
2. Should a dispute arise that cannot be resolved through deliberation, it will be settled in the District Court of Malang City.

Article 7
MISCELLANEOUS

1. Amendments to this Memorandum of Agreement may only be made with the consent of THE PARTIES.
2. Any matters not addressed within this Memorandum of Agreement shall be covered in a separate addendum, which will be considered an integral part of this Agreement.

Article 8
FORCE MAJEURE

1. Neither PARTY shall be held liable for any failure to perform its obligations under this Memorandum of Agreement if such failure is due to an event of force majeure. Force majeure shall include, but not be limited to, natural disasters, war, strikes, or other unforeseeable events beyond the control of the affected PARTY.


2. The affected PARTY shall notify the other PARTY as soon as possible of the occurrence of the force majeure event and provide reasonable evidence of its impact on performance.
3. The obligations of the affected PARTY shall be suspended for the duration of the force majeure event, and the PARTIES shall negotiate in good faith to agree on any necessary amendments to the Agreement or its implementation.

**Article 9
CLOSING**

This Memorandum of Agreement is executed in duplicate, each bearing the appropriate stamp duty and possessing equal legal force. One copy shall be retained by PARTY ONE, and the other by PARTY TWO.

PARTY ONE

Universitas Negeri Malang (UM)
Dean of Faculty of Engineering,



Prof. Dr. ANDOKO, S.T., M.T.

PARTY TWO

Syarmaine Enterprise Malaysia
Director,



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SAZMAN BIN KAMASAN