



### MEMORANDUM OF AGREEMENT

#### Between

## GOLD COAST MORIB INTERNATIONAL RESORT MALAYSIA

and

## FACULTY OF ENGINEERING, UNIVERSITAS NEGERI MALANG INDONESIA

Number: 2.5.104/01325/ks/2019

This Memorandum of Agreement is made and signed on Thursday, May, 2<sup>nd</sup> of 2019 between two parties, as followed:

1. Dato Alex Tan Siong Seng

: Chairman, representing Gold Coast Morib International Resort, having its address at PT294, Kawasan Kanchong Laut, Mukim Morib, 42700 Banting, Selangor Darul Ehsan, Malaysia, hereinafter referred to as FIRST PARTY.

2. Prof. Dr. Marji, M.Kes.

Dean of Engineering Faculty, representing Universitas Negeri Malang having its address at Jalan Semarang No. 5, Sumbersari, Lowokwaru, 65145 Jawa Timur, Indonesia, hereinafter referred to as SECOND PARTY. FIRST PARTY and SECOND PARTY hereinafter referred to collectively as the PARTIES, have agreed to sign the Memorandum of Agreement as the first step in joint cooperation by way of these requirements:

## ARTICLE 1 OBJECTIVES

The purpose and objective of this Memorandum of Agreement is a basic reference in the implementation of working together in the areas of mutual interest of PARTIES in order to support education, research, and community service activities, in accordance with duties, functions, and authorities each party, and the smooth performance of PARTIES.

## ARTICLE 2 CONSEQUENCY

This Memorandum of Agreement is created as the moral agreement that has no consequences, process, or legal effect, and the cost arising from the implementation of this Memorandum of Agreement shall be the responsibility of each party or by mutual agreement.

# ARTICLE 3 REALIZATION OF MEMORANDUM OF AGREEMENT

Any matters related to the follow up of this Memorandum of Agreement will be regulated and set in a separate Letter of Agreement which will be performed by an officer duly assigned by PARTIES and constituted an integral part of this Memorandum of Agreement.

## ARTICLE 4 DURATION

This Memorandum of Agreement will come into effect on the date of signing and will remain in effect for a period of Two (2) years and this Memorandum of Agreement may be extended for a further period or terminated prior to expiry date by mutual agreement of PARTIES.

## ARTICLE 5 NO AGENCIES

Nothing contained in this Memorandum of Agreement implies that any agency, cooperation, or joint ventures between two parties that have been established, and it is well understood that the PARTIES will carry out activities under this MoA as an independent institution. No institution has the right or authority to create obligations or responsibilities by name, or on behalf of, any other party.

This Memorandum of Agreement is signed in identical copies of English and Bahasa Indonesia by authorized representative of each PARTY, both texts having the same validity and legal power. If there is a difference of interpretation between any of the texts, then the English text shall prevail.

FIRST PARTY GOLD COAST MORIB INTERNATIONAL RESORT MALAYSIA

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Date Alex Tan Siong Seng Chairman SECOND PARTY FACULTY OF ENGINEERING UNIVERSITAS NEGERI MALANG

> ₩ Prof. Dr. Marji, M.Kes. Dean of Engineering Faculty

#### ADDENDUM FOR INTERNATIONAL RESEARCH AND OBSERVATION PROGRAM

#### 1. GENERAL

- 1.1 The program will be for a period of four (4) weeks.
- 1.2 The host is given a provision to conduct selection process as agreed upon by both parties.
- 1.3 For the program to be effective each training day will be for a period of eight (8) hours, which may be extended beyond the specific hours as and when the needs arise with compensation.
- 1.4 The Program will be scheduled for SIX (6) days with ONE (1) rest day in a week and the host, at its sole discretion, shall determine the schedule.
- 1.5 During the duration of exchange program, the host will provide the Students with the followings:
  - a. Allowance of RM 500 for the duration of the program
  - b. Rent free accommodation.
  - c. Minimum three (3) meals daily.
  - d. Uniforms
  - Transportation to and from the place of training shall be provided should it be required.

## HOST UNDERTAKINGS

- 2.1 The host will provide transportation for the Students from the point of entry in the host country, to its premise and vice versa for their departure upon completion of the exchange program.
- 2.2 The host will issue testimonial and certificate to those Students who successfully completed the exchange program.

#### 3. HOME COLLEGE UNDERTAKING

3.1 The home college will be responsible to inform the Students of their responsibility for travel document, transportation and other related cost from home country to the point of entry to the host country and vice versa upon completion of the exchange program.

### 4. STUDENT UNDERTAKINGS

- 4.1 To devote their efforts and attention in diligently performing the duties as scheduled.
- 4.2 To observe and comply with all the rules, regulations and standing orders as may be in force from time to time governing the conduct and discipline.
- 4.3 To adhere to all work procedures and rules of the assigned sections/departments.
- 4.4 Not to indulge or involve in any unlawful, criminal, political, immoral, drug or gambling activities.
- 4.5 Refrain from divulging any of host's confidential information.
- 4.6 Repatriation cost in case of any breach of the abovementioned conditions is the responsibility of the student.

IN WITNESS WHEREOF, the parties here to have unto set their hands on this Thursday May,  $2^{nd}$  of 2019.

FIRST PARTY GOLD COAST MORIB INTERNATIONAL RESORT MALAYSIA SECOND PARTY FACULTY OF ENGINEERING UNIVERSITAS NEGERI MALANG

METERAL VEMPEL AND ADDRESS TO SECOND SECOND

Dato Alex Tan Siong Seng Chairman Dean of Engineering Faculty