

MEMORANDUM OF UNDERSTANDING



BETWEEN
IMPERIA COLLEGE OF HOSPITALITY
AND
FACULTY OF ENGINEERING
UNIVERSITAS NEGERI MALANG

This Memorandum of Understanding is entered into BETWEEN IMPERIA COLLEGE OF HOSPITALITY, a company incorporated in Malaysia and having its registered office at GROUND FLOOR, BLOCK A, ARABIAN BAY RESORT, BUKIT GAMBANG RESORT CITY, 26300 GAMBANG, PAHANG DARUL MAKMUR, MALAYSIA (hereinafter referred to as "IMPERIA") of one part AND FACULTY OF ENGINEERING UNIVERSITAS NEGERI MALANG and having its address at JALAN SEMARANG NO 5, SUMBERSARI, LOWOKWARU, KOTA MALANG, JAWA TIMUR 65145, INDONESIA (hereinafter referred to as "STIPRAM") of the other part.

The parties are now desirous of entering into an understanding in respect of the provision of student exchange program (hereinafter referred to as "exchange program").

AND WHEREAS the parties expressly agreed that this Memorandum of Understanding does not constitute a formal agreement or construed as creating an employer-employee or agency relationship for all intents and purposes.

NOW IT IS HEREBY UNDERSTOOD AS FOLLOWS:

1. OBJECTIVES

- 1.1 The hosting college will provide its facilities for exchange program including both theoretical and practical aspect of the module covered in the exchange program.
- 1.2 This Memorandum of Understanding on the arrangement for exchange program shall take effect for duration of two (2) years from **JUNE 2018** until **MAY 2020**, which may be extended by mutual consent of both

parties in writing or earlier terminated by either party in accordance with the provisions hereinafter provided.

2. STUDENT EXCHANGE PROGRAM

- 2.1 The exchange program will be for a period of four (4) weeks.
- 2.2 The host college is given a provision to conduct selection process as agreed upon by both parties.
- 2.3 For the exchange program to be effective each practical 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 shall be paid on the additional hours accordingly.
- 2.4 Exchange will be scheduled for SIX (6) days with ONE (1) rest day in a week and the hosting college, at its sole discretion, shall determine the schedule. ONE (1) day shall be used to cover the theoretical content and the remaining FIVE (5) days are for practical aspect on the related field of the covered module during the exchange program.
- 2.5 During the duration of exchange program, the hosting college will provide the Students with the followings:
 - a. Subsistence allowance as per agreed upon by both parties, if any.
 - b. Overtime shall be paid based on existing regulations.
 - c. Rent free accommodation.
 - d. Minimum three (3) meals daily.
 - e. Uniforms
 - f. Transportation to and from the place of training shall be provided should it be required.

3. HOST COLLEGE UNDERTAKINGS

- 3.1 The hosting college 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.
- 3.2 The hosting college will issue testimonial and certificate to those Students who successfully completed the exchange program.

4. HOME COLLEGE UNDERTAKING

- 4.1 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.

5. STUDENT UNDERTAKINGS

- 5.1 To devote their efforts and attention in diligently performing the duties as scheduled.
- 5.2 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.
- 5.3 To adhere to all work procedures and rules of the assigned sections/departments.
- 5.4 Not to indulge or involve in any unlawful, criminal, political, immoral, drug or gambling activities.
- 5.5 Refrain from divulging any of host's confidential information.
- 5.6 Repatriation cost in case of any breach of the abovementioned conditions is the responsibility of the student.

6. TERMINATION

- 6.1 Either party shall have the rights at any time to terminate this Memorandum of Understanding by giving the other three (3) months written notice without having to assign any reason whatsoever.
- 6.2 Upon termination of this Memorandum of Understanding, neither party shall have any claim whatsoever against the other.

7. MISCELLANEOUS

- 7.1 No amendment in respect of this Memorandum of Understanding shall be made unless agreed to and acknowledged in writing by the respective parties concerned.

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IN WITNESS WHEREOF, the parties here to have unto set their hands on this 2nd day of MAY, 2018.

For and on behalf of
IMPERIA COLLEGE OF HOSPITALITY

For and on behalf of
FACULTY OF ENGINEERING UM



Zahar Ali
Chief Executive Officer
IC: 640615-01-5651



Dr. H. Andoko, S.T., M.T.
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Witnessed by:

Witnessed by:



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