



**MEMORANDUM OF AGREEMENT  
(MOA)**

**PT. MARUGENSUISAN**

AND

**FACULTY OF ENGINEERING, UNIVERSITAS NEGERI MALANG**

ABOUT

**INTERNSHIP PROGRAM FOR STUDENTS, STAFF, & LECTURERS**

**Number: 30.10.1/UN32.5/LN/2019**

**UNIVERSITAS NEGERI MALANG  
2019**

**PT. MARUGENSUISAN, JAPAN AND  
FACULTY OF ENGINEERING, UNIVERSITAS NEGERI MALANG**

ABOUT

**INTERNSHIP PROGRAM FOR STUDENTS, STAFF, & LECTURERS**  
Number: 30.10.1/UN32.5/LN/2019

**Today, the Wednesday of October 30<sup>th</sup>, 2019 it has been signed a cooperation agreement between:**

1. PT. Marugensuisan : Based in Ishigaki-shi, Okinawa having his/her address at 52-20 Shineicho Ishigaki-shi Okinawa 907-0014 Japan, which in this case is represented by **Mr. Hajime Uechi** as the Director of PT. Marugensuisan and therefore acts for and on behalf of PT. Marugensuisan (hereinafter referred to as The First Party)
2. Faculty of Engineering : Based on Jl. Semarang No. 5 Malang, East Java, Indonesia, which in this case represented by **Prof. Dr. Marji, M.Kes** as the Dean of Faculty of Engineering and therefore acts for and on behalf of Faculty of Engineering, Universitas Negeri Malang (hereinafter referred to as The Second Party)

(Furthermore, the two aforementioned parties are collectively be referred to as "Parties" while each individual party is called "Party"). The parties explained in advance:

- A. That the First Party is a private company that provides industrial internships in Japan;
- B. That the Second Party is one of the eight faculties at Universitas Negeri Malang (UM), Indonesia;
- C. That the respective Parties support each other to organize cooperation in regards to **Internship Program for Students, Staff & Lecturers of the Faculty of Engineering, Universitas Negeri Malang.**

Related to the aforementioned affairs, each party agrees on creating and signing the cooperation agreement with the terms and conditions agreed upon in the articles below.

Article 1

**THE NATURE OF COOPERATION**

The cooperation should be of beneficiary and support for both parties under the basis of discussion and brotherhood.

Article 2

**COOPERATION WORKSPACE**

1. Both parties in the position mentioned above, must fully support the Internship Program for Students, Staffs and Lecturers of the Faculty of Engineering Universitas Negeri Malang;
2. Every party must agree on establishing cooperation in the form of internship program to support industrial work practice courses, guest lecture programs, training for the second party which technically will be regulated under the technical rules to be issued by the first party.

Article 3

**PARTIES RIGHTS AND OBLIGATIONS**

1. Rights and Obligations of the First Party include, but not limited to:
  - a) Providing general lectures on the work system and culture in Japan
  - b) Providing facilities for learning Japanese to support the work readiness; the training site is located at the second-party campuses
  - c) Providing opportunities for students, staffs and lecturers of the Second Party to carry out the tasks of "Tridharma Perguruan Tinggi" (Three Compulsory Tasks of Higher Degree Institution Members) which include work practices/internships, research and community services in the location of the First Party as well as providing mentors for students, staffs, and lecturers of the Second Party.
  - d) Paying salaries of both work hours and holiday/over-time work hours of the internship in accordance to the conditions applicable in Japan; this will be arranged in detail in another official agreement.
  - e) Providing complete legal documents for the internship participants, which may include visa, health insurance, employment contracts, and other supporting documents.
  - f) Providing transportation facilities from Indonesia to Japan and back from Japan to Indonesia as well as local transportation during the implementation of the program on



the behalf of the first party, in accordance to support the operation of field work or practices/internship activities.

- g) Providing teachers/staffs expert in the field to teach in this program if needed by the Second Party.
  - h) Giving the priority in the recruitment of new employees to the best students and graduates of the Second Party in accordance with the needs of new employees of the First Party.
2. Rights and Obligations of the Second Party:
- a. Obtaining an ease from the First Party regarding the internship/field work program
  - b. Providing facilities for the First Party to hold selection/recruitment process of internships, including providing rooms for the recruitment or selection as well as providing information regarding the selection/recruitment for students, staffs, and lecturers willing to apply for the program.
  - c. Providing facilities for the training Japanese language; the location should be at the Second's Party campus
  - d. Preparing selected students to be trained in the work system and work culture in Japan
  - e. Organizing academic administration for the internship participants.

#### Article 4

##### **DURATION OF COOPERATION**

This agreement is valid from the date signed by all parties on October 30<sup>th</sup>, 2019 until October 30<sup>th</sup>, 2023 (3 years) and could be extended as per agreement.

#### Article 5

##### **COOPERATION CANCELATION**

- 1. The termination of the cooperation could only be made with the agreement of both parties;
- 2. If for any reason, one of the parties intends to cancel/end this cooperation, it is an obligatory to provide a written notice or proposal within 3 (three) months so that the cooperation activities being carried out can be addressed by the Parties;
- 3. If disputes arise as a result of this agreement, then it will be resolved by means of discussion to reach consensus;
- 4. Should consensus be not reached from the discussion, both parties should attempt to find solution through the Ministry of Foreign Affairs of each country.

Article 6

**CONFIDENTIALITY**

The Second Party acknowledges and agrees as long as this agreement is still valid even after the training ends. The Second Party is obliged to maintain the confidentiality and other information regarding the operational techniques of the First Party. Therefore, The Second Party are forbidden to leak the information to a third party or towards anyone in any way without the written consent from the First Party.

Article 7

**MISCELLANEOUS**

Other issues not discussed in this Memorandum of Agreement will be attended in a separate Addendum or Amendment.

Article 8

**CLOSING**

This agreement is made and signed by the two parties at Ishigaki on Wednesday, October 30<sup>th</sup>, 2019 as stated above and made in four copies, two of which are signed on legal stamp as stipulated having similar legal authority for both parties, the First Party and the Second Party with two copies for each party to be used as necessary.

**FIRST PARTY**

PT. MARUGENSUISAN

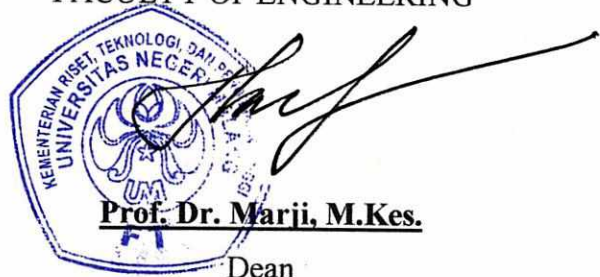


**Mr. Hajime Uechi**

Director

**SECOND PARTY**

FACULTY OF ENGINEERING



**Prof. Dr. Marji, M.Kes.**

Dean

Witnessed by  
有限会社マルゲン水産  
仲宗根 裕愛

**Hiroa Nakasone**

General Affairs

Witnessed by

**Dr. Mazarina Devi, M.Si**

Head, Department of Industrial Technology