



MEMORANDUM OF UNDERSTANDING
Between
INTERNATIONAL FORUM OF RESEARCHERS AND LECTURERS (IFREL)
With
NALANDA INSTITUTE
About
COOPERATION IN THE FIELDS OF EDUCATION, RESEARCH AND COMMUNITY SERVICE

Number: 007/ MOU/ ASPIRATION / J /2024

Number : 027/MOU-IN/XII/2024

Today [Tuesday Nineteen of December in the year two thousand Twenty Four], located in Semarang, Central Java, Indonesia, we the undersigned at below:

- I. **Dr. Edy Winarno, S.T.,M.Eng;** as Chairman of the International Forum of Researchers and Lecturers is domiciled at di Jalan Dahlia Raya Nomor 112, Rukun Tetangga 002, Rukun Warga 015, Kelurahan/Desa Sendangmulyo, Kecamatan Tembalang Kota Semarang, Provinsi Jawa Tengah;. In this case, acting in his position, from and therefore validly representing the Management and acting for and on behalf of the International Forum of Researchers and Lecturers , according to the copy of Deed Number 16 dated 19 March 2024 made by MAULANA SANTOSO, SH, M.KN concerning the Ratification of the Board Association Law INTERNATIONAL FORUM OF RESEARCHERS AND LECTURERS dated 28 March 2024 with Registration Number 6024032833101205 has complied with the requirements for ratification of the Association Legal Entity; NUMBER AHU-0003236.AH.01.07.YEAR 2024.
- II. **Dr. Sutrisno, S.IP., M.Si** as Rector, Nalanda Institute who is domiciled at **Jl. Raya Pulo Gebang, RT.13/RW.4, Pulo Gebang, Kec. Cakung, Kota Jakarta Timur, Daerah Khusus Ibukota Jakarta** said, for and on behalf of Nalanda Institute. hereinafter referred to as **THE SECOND PARTY.**

With the grace of God Almighty and based on a mutual desire to support each other in carrying out the duties of the Tri Dharma of Higher Education, both parties agreed to enter into a *Memorandum Memorandum of Understanding* in **Establishing Collaboration** in Education and Teaching, Research and Community Service as well as developing human resources to higher levels of education through **International Forum of Researchers and Lecturers** guided by the following provisions:

article 1
LEGAL BASIS

- (1) Law of the Republic of Indonesia No.20 of 2002 concerning the National education system
- (2) Government Regulation no. 4 of 2014 concerning the implementation of higher education and management of universities
- (3) Minister of Education and Culture Regulation no.14 of 2014 concerning Higher Education Cooperation
- (4) Minister of Education and Culture Decree no. 264/U/1999: Higher Education Cooperation (Domestic)

Article 2
OBJECTIVE

- (1) Improving the Quality of Education and Research: Collaboration can help universities improve the quality of education and research by providing access to the resources, knowledge and experience of scientific associations. This may take the form of training, educational resources, or assistance in developing relevant academic programs.
- (2) Joint Research: Scientific associations often focus on a particular scientific field and can support joint research with universities in that field. This kind of cooperation can facilitate joint research, data exchange, and collaboration between academics.
- (3) Providing Financial Support: Scientific associations may provide scholarships, research grants, or other financial support to universities or students in order to increase access to and participation in higher education.
- (4) Increased Access to Networks and Resources: Scholarly associations often have extensive networks within a particular academic field. Collaborations with higher education institutions can provide students, faculty, and researchers with greater access to such networks, as well as resources that may not be available at the higher education institution itself.
- (5) Joint Program Development: Scholarly associations and universities may develop joint academic programs, such as dual degree or joint certificate programs. This can increase the diversity and quality of educational programs.
- (6) Leadership and Professional Development: Scholarly associations often provide leadership training and development as well as professional resources. This collaboration can help teaching staff and students develop the skills and competencies needed in certain scientific fields.

- (7) Joint Advocacy: Scientific associations and universities can collaborate in advocacy for common interests, such as supporting educational policy changes or promoting the importance of certain fields in society.
- (8) Curriculum Development and Program Evaluation: Scientific associations can assist universities in designing and evaluating curricula that are in accordance with the latest developments in the scientific field.
- (9) Increased Visibility and Reputation: Collaboration with leading scientific associations in a particular field can help universities increase their visibility and reputation.

Article 3
TARGET

This Collaboration Agreement is intended for lecturers and students in an effort to improve the quality of education, research and community service by **THE PARTIES**

Article 4
SCOPE OF COOPERATION

The collaboration between the FIRST PARTY and the SECOND PARTY includes all elements of the Tri Dharma of Higher Education which includes Education and Teaching, Research and Community Service as well as the development of human resources to higher education levels, including:

- (1) Organizing education and training.
- (2) Organizing activities to improve and increase Human Resources competency.
- (3) Organizing Scientific Activities, Seminars, Workshops and Community Service.
- (4) Assistance in Journal Management and accreditation
- (5) Assistance with accreditation of study programs/institutions
- (6) Book publishing and journal publication
- (7) Organizing Studies and Consultations, and other activities.

Article 5
IMPLEMENTATION

- (1) The planning and implementation of activities for each scope of Cooperation as referred to in article 4 will be regulated at the time of implementation of cooperation in the field between related institutions/technical units, which regulates the details of activities, procedures and work mechanisms, rights and obligations of the **PARTIES**, etc. -others deemed necessary.

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- (2) For the smooth implementation of activities as intended in paragraph (1), **THE PARTIES** appoint and appoint a representative as the Person in Charge of Implementation.

Article 6 IMPLEMENTATION OF ACTIVITIES

- (1) In implementing this agreement, the parties comply with the laws and regulations in force in the Republic of Indonesia.
- (2) For each implementation of part or all of the scope of this agreement, one party will provide prior written notification to the other party, containing at least a description of the activity as well as the time and place of implementation of the activity.
- (3) **THE PARTIES** in implementing this agreement will appoint the person in charge of the work unit in accordance with their duties and functions.

Article 7 FINANCING

To finance the implementation of this agreement, **THE PARTIES** will provide a budget that will be approved by **THE PARTIES** as well as other legal funding sources based on statutory regulations and/or from third parties (private) and/or joint research funds obtained through research grants.

Article 8 TIME PERIOD

- (1) This agreement is valid for a period of 3 (three) years from the date it is signed by **THE PARTIES** on the day and date as stated at the beginning of this Agreement, and can be changed, extended or terminated upon agreement of **THE PARTIES**.
- (2) If an extension or termination is required, the **PARTY** who wishes to extend or terminate shall submit it in writing to the other **PARTY**, no later than 3 (three) months before this Agreement ends or will be terminated.
- (3) This Cooperation Agreement will automatically terminate and be canceled if there are statutory provisions and/or Government policies that do not allow this Cooperation Agreement to continue without being time bound as intended in Paragraph (1) of this article.

Article 9 INTELLECTUAL PROPERTY

- (1) Intellectual Property resulting from the implementation of work is regulated and managed in accordance with statutory regulations. All data information and intellectual property originating from each party that was owned before this agreement remains the property of **THE PARTIES**.
- (2) All data information and intellectual property obtained from this agreement will be protected and

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become the property of the parties according to **the PARTIES' contributions** .

- (3) If one party wants to use information, data and intellectual property as intended in paragraph (2), written approval must be obtained from the other party.
- (4) All data information relating to this agreement must be kept confidential by **the PARTIES** , and each party agrees not to disclose and/or provide the data or all of it to third parties, except with the written consent of **THE PARTIES** .

Article 10

EVALUATION OF COOPERATION AGREEMENTS

THE PARTIES agree to evaluate this Agreement at least once every 1 (one) year.

Article 11

FORCE MAJEURE

- (1) Force Majeure is a situation that occurs beyond the will of the parties and cannot be predicted in advance, so that the obligations specified in the Cooperation Agreement cannot be fulfilled.
- (2) In the event of a Force Majeure Event, **THE PARTIES** . will notify **the PARTIES** about the occurrence of a Force Majeure Event . in writing no later than 7 (seven) calendar days after the Force Majeure Event occurs, by including a copy of the Force Majeure Statement issued by the authorized party/institution in accordance with the provisions of statutory regulations.
- (3) Excluding Force Majeure are detrimental events caused by the actions or negligence of **the PARTIES** .
- (4) Delays in carrying out work due to the occurrence of Force Majeure are not subject to sanctions.
- (5) After a Force Majeure Event occurs, **the PARTIES** can make an agreement, which is stated in an amendment to the Cooperation Agreement (Amendment to the Cooperation Agreement), which is an inseparable part of this Cooperation Agreement.

Article 12

EXPIRATION OF THE AGREEMENT

- (1) This agreement ends if:
 - a. The term of the Agreement expires; or
 - b. A new covenant was created which replaced the old covenant.
- (2) If at the end of this Agreement there are still rights and obligations in this Agreement that have not been completed by each PARTY, then the provisions of this Agreement remain in effect until the obligations are completed by each PARTY.



Article 13
DISPUTE RESOLUTION

- (1) If in the future there are differences in interpretation or disputes in the implementation of this Agreement, **THE PARTIES** will resolve it by deliberation to reach a consensus.
- (2) In the event that a deliberative settlement does not reach consensus, **the PARTIES** agree to resolve the dispute in accordance with statutory regulations.

Article 14
CHANGES (ADDENDUM)

- (1) Matters which have not been regulated and/or are not sufficiently regulated in this Agreement, will be determined based on the agreement of **the PARTIES** in the form of *an addendum* , which is an inseparable part of this Agreement.
- (2) This agreement cannot be changed by either party without the written consent of the other party.

Article 15
CLOSING

This Cooperation Agreement is made in 2 (two) original copies, sufficiently stamped, and signed by **THE PARTIES**, and each has the same legal force, 1 (one) copy for **the FIRST PARTY** and 1 (one) copy for **the SECOND PARTY**.

FIRST PARTY
Chief of an IFREL



Dr. Ery Winarto., S.T., M.Eng.
ID.KTA. SM20240301070827186



SECOND PARTY
Rector of Malanda Institute



Dr. SUTRISNO, S.IP., M.SI
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