

MEMORANDUM OF AGREEMENT
BETWEEN
FACULTY OF TEACHER TRAINING AND EDUCATION
OF UNIVERSITAS DEHASEN BENGKULU



WITH
SAKURA NETWORK SYSTEM
ON
COOPERATION IN THE FIELD OF MBKM

Number : 1912 / UNIVED.E8 / E-8 / X / 2023

Number : 754 / SAKURA -JP / X / 2023

This Cooperation Agreement was made on ___ day ___ month ___ year (___ - ___ - 2023), We the undersigned:

- I. **Dra. Asnawati, S.Kom., M.Kom** : Dean of Faculty of Teacher Training and Education of Universitas Dehasen Bengkulu, located on Meranti Raya Street, No. 32 Bengkulu City, 38228 hereinafter referred as **FIRST PARTY**;
- II. **Ippei Hachiya** : Sakura Network System Cooperative, located on Japan hereinafter referred as **SECOND PARTY**.

THE FIRST PARTY and **THE SECOND PARTY** are individually called the "**PARTY**" and collectively the "**PARTIES**".

THE PARTIES agree to bind themselves to the agreement with the following terms and conditions:

Article 1
Purpose and Objective

THE PARTIES agree to cooperate in organizing and coordinating activities that will be scheduled according to a mutually agreed schedule.



Article 2

Principles of Cooperation

The principles built into this Cooperation Agreement refer to:

1. Partnership, togetherness and providing added value to each other.
2. Uphold the principle of deliberation to reach consensus in every joint decision making.
3. Respect the institutional autonomy of each party.

Article 3

Form of Cooperation

The forms of cooperation in this Cooperation Agreement include:

1. Language Training
2. Provide Human Resources for Internships/Work Practices
3. Research
4. Entrepreneurship

Article 4

Rights and Obligations of the Parties

Make Planning, Implementation, Reporting and Evaluation of activities as a form of joint responsibility of the parties and report them to each party as evidence of activity achievements.

1. **Planning** includes: scheduling the activity coordination meeting agenda, determining the name of the activity, theme and sub-theme of the activity, time/place of the activity, resource team and internal committees from both parties, activity financing scheme.
2. **Implementation** includes: monitoring and coordinating during the implementation of activities.
3. **Reporting** includes: making an activity report after the activity takes place (according to the division of task areas which takes into account the respective responsibilities of the first party and the second party), and reporting the Responsibility Report (LPJ) to each party.
4. **Evaluation** includes: holding an activity evaluation meeting by discussing the evaluation form which has been filled in by all activity participants as one of the evaluation lists.

Article 5

Time Period

1. The term of this Cooperation Agreement is 5 (five) years, starting from the signing of this Cooperation Agreement by **THE PARTIES**;
2. This Cooperation Agreement can be extended for another 1 (one) year according to the agreement of **THE PARTIES**, unless there are changes proposed by **THE PARTIES**, and made in writing at least 3 (months) before the expiry date;
3. This Cooperation Agreement will be evaluated once a year by **THE PARTIES**.

Article 6
Force Majeure

1. What is meant by *Force Majeure* is a situation that occurs beyond the will and control of **THE PARTIES**, such as a natural disaster, namely earthquake, typhoon, flood, disease outbreak, war, explosion, sabotage, rebellion, revolution, riot, terrorism, as well as the existence of changes in government regulations that significantly affect the implementation of this Agreement;
2. **THE PARTY** experiencing a *Force Majeure* must notify the other Party in writing within 7 (seven) calendar days after the *Force Majeure* occurred, accompanied by supporting evidence of the existence of a *Force Majeure* from an authorized official or partner. In this case, **THE PARTY** experiencing a *Force Majeure* will provide written notification to the other Party by the fastest available communication method, detailing the circumstances that **THE PARTY** believes constitutes a *Force Majeure* and the estimated timeframe for the *Force Majeure* to take place and the estimated timeframe for repairs to obtain approval from **THE PARTY** the others who do not experience *Force Majeure*;
3. If within 7 (seven) days after receiving the said notification, **THE PARTY** that has not experienced a *Force Majeure* has not or has not made a decision, then the event is deemed to have been approved;
4. *Force Majeure* referred to in paragraph (1) does not delete or terminate this Agreement.

Article 7
Addendum

1. Any additions/changes to this Cooperation Agreement can only be made with written approval from **THE PARTIES**;
2. If one of the Parties wishes to make additions/changes to this Cooperation Agreement, **THE PARTY** concerned must notify the other Party in writing in advance;
3. The additions/changes as intended in paragraph (1) of this Article after being agreed upon by **THE PARTIES** will be stated in an Addendum which will become an inseparable part of this Agreement.

Article 8
Dispute Resolution

1. In case of differences in interpretation which result in disputes between **THE PARTIES** related to the implementation of this Cooperation, **THE PARTIES** agree to resolve this by deliberation to reach a consensus;
2. In case of that the dispute referred to in Paragraph (1) of this article cannot be resolved by deliberation within a period of 60 (sixty) days from the date the deliberation begins, then **THE PARTIES** agree to resolve the dispute in accordance with the applicable Laws and Regulations.

Article 9
Termination of Agreement

One of the Parties may terminate this Cooperation Agreement before the end of the period as intended in Article 5 (five) with the approval of the other Party in writing no later than 3 (three) months before the termination becomes effective.

Article 10

Correspondence

1. All notifications and correspondence between **THE PARTIES** related to the implementation of this Cooperation will be made in person and addressed to:

FIRST PARTY : (Name) : **Dra. Asnawati, S.Kom.,M.Kom**
(Position) : **Dean**
(Address) : Meranti Raya Street No.32 Universitas
Dehasen Bengkulu
Phone : 081367665523
E-mail : asnawati@unived.ac.id

SECOND PARTY : (Name) : **Ippei Hachiya**
(Position) : **Representative Director**
(Address) : 3-26 17-chome, minami 8-jo nishi, chuo-ku,
Sapporo-shi, Hokkaido 〒064-0808
Phone : 011 215 1201
E-mail : info-s@sakuranetwork.com

2. Each Party may change the information in this paragraph at any time by sending written notification to the other Party no later than 14 (fourteen) calendar days before the change becomes effective and the correspondence information as above will remain in effect until the change becomes effective.

Article 11

Closing Provision

1. This Cooperation Agreement is regulated, interpreted and subject to the Legislation and Public Law Provisions of the Republic of Indonesia;
2. Except for other provisions in the Cooperation Agreement, matters which are not or are not sufficiently regulated in this Cooperation Agreement will be regulated in an Addendum to the Agreement which is jointly signed by **THE PARTIES** as one inseparable unit and has the same legal force as this Cooperation Agreement;
3. All letters and/or documents arising in connection with this Cooperation Agreement are attachments to this Cooperation Agreement which are part and constitute an integral part of this Cooperation Agreement.

Thus, the Cooperation Agreement was made in 2 (two) copies and signed on sufficient stamped paper by **THE PARTIES**, each of which has the same legal force.

FIRST PARTY



Universitas Dehasen Bengkulu



Dra. Asnawati, S.Kom., M.Kom
DEAN

SECOND PARTY

Sakura Network System Cooperative



Ippei Hachiya
Representative Director