

# MEMORANDUM OF AGREEMENT

BETWEEN



**Universitas Muhammadiyah Surakarta**



**Sultan Idris Education University**

## 1. PARTIES

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between two (2) parties where Party A is **Universitas Muhammadiyah Surakarta** hereinafter referred to as "UMS", a private university located at JL. A. Yani, Pabelan, Kartasura, Surakarta 57162, Central Java Indonesia, and **Universiti Pendidikan Sultan Idris**, hereinafter referred to as "UPSI", a public university located at 35900 Tanjong Malim, Perak Darul Ridzuan, Malaysia as Party B.

### Party A

Name : Universitas Muhammadiyah Surakarta  
Address : JL. A. Yani, Pabelan, Kartasura, Surakarta 57162, Central Java Indonesia  
Nominated Representative : **Prof Dr Harun Joko Prayitno,**  
**Dean of Teacher Training and Education Faculty, UMS.**

### Party B

Name : Universiti Pendidikan Sultan Idris  
Address : 35900 Tanjong Malim,  
Perak Darul Ridzuan, Malaysia  
Nominated Representative : **Associate Professor Dr Nor'ashiqin Mohd Idrus**  
**Director, Centre for Teaching Practice and Industrial Training, UPSI.**

This Memorandum of Agreement is signed between the Universitas Muhammadiyah Surakarta Central Java Province in Indonesia and the Universiti Pendidikan Sultan Idris in Tanjong Malim, Perak, Malaysia on ..... and taken place at **Universiti Pendidikan Sultan Idris Malaysia**.

## **Chapter One The Purposes of Having MOA**

The purpose of having this MOA, is to develop exchange students and faculties between two universities. In this MOA, the intended purpose is to conduct reciprocal teaching practice/ industrial training programmes and any other programmes that are related to teaching practice/ industrial training such as collaboration in teaching and training and research and publication between UMS and UPSI. This program is also intended to develop better education, cultural and economic ties between two members.

This program may involve other activities that must be stated and agreed upon clearly between the two universities and described them in the following articles and activities.

## **Chapter Two Teaching Practice/ Industrial Training Programme**

### **Article One : Definition of Teaching Practice/ Industrial Training**

The term Teaching Practice/ Industrial Training here means teaching practice/ industrial training to be conducted by students of the two universities at schools/ institutions as a part of curricular activities prior to graduating from each university.

### **Article Two : Duration of Teaching Practice/ Industrial Training**

The official period of teaching practice/ Industrial Training mandated by each university may vary, depending on the curricula of each university as stipulated in the university academic calendar and or academic loads.  
However, the period of this reciprocal teaching practice/Industrial training may be between **one (1) month to two (2) months**.

### **Article Three : Official Reports**

Each student taking part in these exchange and reciprocal programs must officially write a written report acknowledged by the supervisor officially appointed by each university upon the completion of his/her teaching practice. The report must include all criteria made by each university.

### **Article Four : Transfer Credits**

This program will be a transfer-credit program. The credits earned at UMS will be transferred onto UPSI credits systems and academically accepted and be recorded into students' transcripts at UPSI. Similar treatment will be made reciprocally in the UMS academic credit systems.

**Article Five : Main Supervisor and supervisors of the Program**

The supervisors for this program shall be appointed by each university several weeks prior to conducting this exchange program. However, the main supervisor for this program is appointed officially through this MOA. The main supervisor from UPSI is **Profesor. Madya Dr Nor'ashiqin Mohd Idrus**, Director of the PULAMI (Centre for Teaching Practices and Industries) of UPSI whilst the main supervisor of UMS is **Prof Dr Harun Joko Prayitno, Dean of Teacher Training and Education Faculty, UMS**. These two individuals shall be responsible for executing teaching practice between the two universities and for supervising the teaching practices in each country.

### Chapter Three

#### The Formats of Teaching Practice/ Industrial Training Programme

This program shall be carried on in the format of Reciprocal, a bilateral program between the two universities. The bilateral reciprocal program to be conducted is described in the following articles:

**Article One : Definition**

This program is a reciprocal program in which each university shall provide certain similar expenses for each student to be sent to its partner, from UMS to UPSI or from UPSI to UMS.

**Article Two : Charges of Tuitions Fees and Management Fees**

**No charges** on tuition are to be imposed on students to be sent to each university. However, each university needs to bear some similar amount of fees for the programme management purposes.

**Article Three : Airfares and Airport Pick Ups**

Each participant from each university shall provide airfares from his/her home town to each host university's airport and vice versa. Each university shall provide airport pick up for students **for free**.

**Article Four : Accommodation and Local Transportation**

Each university shall provide accommodation (Students' dormitory) with liveable conditions and each university must check the conditions of dormitory prior to making agreement. Local transportation from dormitory to lab schools or schools that have been selected as an institution for teaching practice where students can legally conduct teaching practices must be arranged by each university in each country.

The cost for accommodation of students of each university shall be paid by each host university.

**Article Five : Meals**

Each participant shall manage their own meal with own expenses throughout the program.

**Article Six : Study Tour and Refreshment**

Each university will provide a local study tour at the end of the program in each country. This program will develop better understanding between the two members of ASEAN as encouraged by members of ASEAN countries. It is a refreshment program after having a long academic activity in an overseas institution. The duration of study tour will depend on the courtesy of each university to the students.

**Chapter Four  
Registration and Students' Identification Card**

**Article One : Registration**

Each university shall officially register the students sent by each university as official students of each university by providing all legal documents as students at each university.

**Article Two : Students' Identification Card**

Each university shall provide students' with official Students' Identification Card ("ID Card") and this card is registered officially by each university. This ID card can be used for all academic and extra-curricular activities at the two universities.

**Chapter Five  
Health and Accidental Insurances**

**Article One : Health Insurance**

For the security of students and their families, each student to be sent to each university shall be provided with proper health insurance applicable internationally. The insurance can be provided by the students/ or students' university or can be purchased by the host university. The health and accidental insurances must be able to cover any accident/ health matters internationally.

**Article Two : University Health Care**

Should there be an official university health care, it is advisable that students be provided by the group health care of each university which can be used as "initial" health care provider prior to using health insurance. This will guarantee that immediate health care will be provided by each university.

**Article Three : Emergency Cares**

Each university is responsible for providing emergency cares at a hospital referred to by each university in each country.

## **Chapter Six Health and Physical Conditions**

To enable the two universities to carry out these reciprocal programs successfully and to anticipate that there might not be facilities available for students with disabilities in each country/school, students to be sent and take part in this program may not be proper for students with disabilities. This does not mean that this program is not intended for students with problems in mobility or discriminate students with disability. However, should talents, skills and knowledge of students with disabilities are needed by each university and each university is willing to facilitate with such a condition, these types of students may take part in this program with approval from the two sides and be agreed upon in written by the student, his/her family and each university.

## **Chapter Seven Visa Approval and Referral Institutions**

The application of visas to conduct this program in UPSI/UMS will be facilitated by the Embassy of each country (Malaysia and Indonesia) with the following conditions:

- (1). There should be an MOA for the program.
- (2). There should be a main supervisor for this program and this supervisor will be the contact person for Immigration Office in each country.
- (3). There should be a list of students' names with areas of studies of each university.
- (4). There should be a list of schools where students are to be sent to under the supervisor of each university with duration of teaching practice/industrial training to be performed.

## **Chapter Eight Other Programmes Related to Teaching Practice/ Industrial Training**

### **Article One : Collaboration in Teaching and Training**

Both parties agree to explore the possibilities for further collaboration by sharing expertise, knowledge and skills in the areas of teaching practice/industrial training. Collaboration in teaching and training programs includes seminars, conferences, workshops and talks that can provide added value, short courses, certification courses and group teaching. The party who initiated such supervisory project or other activity where the other Party also has such interest to participate in the project in accordance with the terms and conditions agreed upon in writing.

### **Article Two : Research and Publication**

Both parties agree to explore the possibilities to further develop cooperation in the field of research and produce publications related to teaching practice and industrial training.

**Article Three : Cooperation in Other Areas**

The relationship and cooperation between both parties may be further extended to other areas not mentioned above, subject to mutual consent in writing.

**Chapter Nine  
Duration & Termination**

**Article One : Duration**

This MOA shall take effect on the date of this MOA is signed by all parties and shall continue to be effective for a period of 5 years and may be extended for such further period as may be agreed by the Parties in writing.

**Article Two : Termination**

In the event of any breach by either party of any of its duties and obligations under this MOA during the duration of this MOA, the other party may give sixty (60) days' notice requesting such party to remedy the breach. If the breach remain un-remedied or settlement is not reached within the said sixty (60) days after the notification in writing of the other party, such other party shall have the right to terminate this MOA by written notice to the other party and loss and damages sustained thereby directly attributable to the breach shall be indemnified by the other party responsible for the breach.

**Article Three : Mutual Termination**

Both parties may by mutual agreement, terminate this MOA at any time by providing a one (1) month's notice in writing. Any on-going or other related activities under this MOA shall continue until their completion unless both Parties mutually agree in writing to the earlier termination of the same.

**Article Four : Effect of Termination**

Following the termination of this MOA:

- (i) Any money owed to each party shall be paid in accordance with the terms of this MOA; and
- (ii) the Parties shall be released and discharged from their respective undertakings, obligations, representations or warranties expressed or implied under this MOA save for the obligations which shall survive the termination or expiration of this MOA.

**Chapter Ten  
Confidentiality**

Each Party agrees to maintain the confidentiality of documents, information and other data received or supplied to the other Party during the period of this MOA. The Parties agree that the provisions of this clause shall continue to be binding for a period of five (5) years to be agreed upon between the Parties notwithstanding termination of this MOA.



**Chapter Eleven**  
**Notices**

Every notice, request or any other communication required or permitted to be given pursuant to this MoA shall be in writing, in the English language and delivered personally or sent by registered or certified air mail or by courier or fax (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below :

- a) If to UMS: **Dean of Teacher Training and Education Faculty, UMS.**

Attention: **Prof Dr Harun Joko Prayitno**

Tel/ Fax no: 0271-717417 ext 2130/ 0271-715448

Email : fkip@ums.ac.id

- b) If to UPSI: **Director Centre For Teaching Practice and Industrial Training**

Attention: **Associate Professor Dr Nor'ashiqin Mohd Idrus**

Tel/ Fax no: 01548797217/ 01548797290

Email : [plmi@upsi.edu.my](mailto:plmi@upsi.edu.my)

**Chapter Twelve**  
**General**

**Article One : Dispute Settlement**

If there is any dispute between the Parties, the Parties must discuss the dispute initially with a view of settling the dispute amicably. In the event the Parties are unable to agree on any settlement or arrangement, either Party may take the dispute to a court of law as agreed by both parties.

**Article Two : Amendments Or Modifications**

No amendments, modifications, supplements, termination or waiver of any provision of this MOA will be effective unless made in writing and duly signed by both Parties.

**Article Three : Force Majeure**

If the performance of this MOA or of any obligation hereunder is prevented, restricted or interfered with by reasons of fire or other casualty or accident; strikes or labour disputes; inability to procure raw materials, power or supplies; war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving prompt notice to the other party shall be excused from such performance and released of any liability to the extent of such prevention, restriction or interference; provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and shall continue

performance hereunder with the utmost dispatch whenever such causes are removed.

**Article Four : Stamp Duty**

Both parties shall bear the stamp duty for this MOA.

**Article Five : Governing Law**

Both parties shall observe and comply with all laws, rules and regulations of each other's University and country. However, This Agreement shall be governed by, and shall be construed in accordance with the prevailing laws of Malaysia or Indonesia, where the cause of action accrued.

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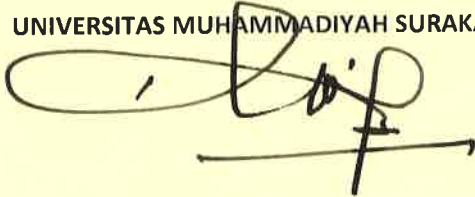




**IN WITNESS WHEREOF**, the undersigned, being duly authorised by their respective organisations,  
sign this MOA on the date as above written

SIGNED for and on behalf of

**UNIVERSITAS MUHAMMADIYAH SURAKARTA**




.....  
**ASS. PROF. DR. SOFYAN ANIF, M.SI**

Rector of UMS

SIGNED for and on behalf of

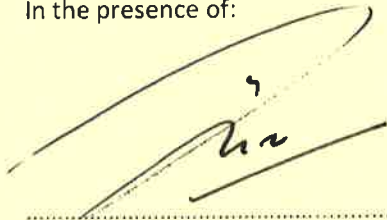
**UNIVERSITI PENDIDIKAN SULTAN IDRIS**



.....  
**PROF. DATO' DR. MOHAMMAD SHATAR SABRAN**

Vice Chancellor UPSI

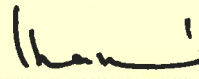
In the presence of:



.....  
**DR. ANAM SUTOPO**

Secretary

In the presence of:



.....  
**DR. HAJAH ZAINAB OTHMAN**

Registrar