

MEMORANDUM OF AGREEMENT
BETWEEN
FACULTY OF SCIENCE AND TECHNOLOGY
UNIVERSITY OF DARUSSALAM GONTOR
INDONESIA
AND
HPA INDUSTRIES SDN. BHD.
MALAYSIA

ABOUT
EDUCATION AND RESEARCH

NUMBER : 16/UNIDA/FST-e/II/2023
NUMBER :

This Memorandum of Agreement (hereinafter referred to as MoA) is made on this February 11, 2023 (11/02/2023), located at **HPA INDUSTRIES SDN. BHD**

BETWEEN

FACULTY OF SCIENCE AND TECHNOLOGY UNIVERSITY OF DARUSSALAM GONTOR (hereinafter referred to as “**FST UNIDA Gontor**”), whose address is at Jl. Raya Siman Km. 6, Ponorogo, East Java, 64371, Indonesia represented herein by its Dean, Haris Setyaningrum, M.Sc;

AND

HPA INDUSTRIES SDN. BHD. (hereinafter referred to as “**HPA INDUSTRIES** ”), whose address is Lot 1065 & 1066 Phase 19, Laman Seri Business Park 7, Persiaran Sukan, Sek 13, Shah Alam, Selangor, Malaysia represented herein by its Director of HPA Industries Sdn. Bhd, Tn. H. Ismail bin H. Ahmad; hereinafterreferred to singularly as “the Party” and collective as the “Parties”, wishing to establish relations between the two institutions, agree to cooperate with each other as follows:

Article 1
Objective

The parties, subject of the terms of this MoA and the laws, rules, regulations and national policies from the time in force in each Party’s country, will endeavor to strengthen, promote and develop cooperation between the parties on the basic of equality and mutual benefit in the areas of common interests.

Signature

Signature

Article 2
General Areas of Co-operation

- (1) Cooperation shall be carried out through such activities as:
 - a. Joint education programs (guest lecturer, internship and industrial visiting);
 - b. Join seminars, workshop, and training programs;
 - c. Join research program;
 - d. Cooperation in other areas as mutually agreed by the parties.
- (2) The terms of cooperation for each specific activity implemented under this MoA shall be mutually discussed and agreed upon in a separate written binding agreements by both parties prior to the initiation of that activity PROVIDED ALWAYS the decision whether to initiate and/or implement any activity prior to entering into the separate written agreement shall be at the sole discretion of each Party.

Article 3
Financial Arrangements

This MoA will not give rise to any financial obligation by one party to the other, each party will bear its own cost and expenses in relation to this Memorandum of Agreement;

Article 4
Confidentiality

- (1) The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any activity conducted pursuant to this MoA.
- (2) The obligation of confidentiality contained in this MoA shall not apply to any Confidential Information which:
 - a. has been made public by the Disclosing Party or by others with the permission of the Disclosing Party;
 - b. is independently received from a third party who is free to disclose it;
 - c. is in the public domain or is a compilation of material in the public domain.

Article 5
Duration And Termination

- (1) This MoA shall take effect from the last signature date on this MoA and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
- (2) Notwithstanding Article 5 (1) above, this MoA may be terminated by either party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- (3) Notwithstanding Article 5 (2) above, the provisions of this MoA or any other written agreement in respect of any on-going exchange or other form of cooperative activity under this MoA shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the cooperative activity.

Signature

Signature

Article 6

Any such agreements entered into, as outlined above, will form appendices to this MoA. Each institution shall designate a liaison officer to develop and coordinate the specific activities agree upon.

The designated liaison officers for this MoA are:

For
HPA INDUSTRIES SDN. BHD
Tn. H. Ismail bin H. Ahmad
Directur

Lot 1065 & 1066 Phase 19, Laman Seri
Business Park 7, Persiaran Sukan, Sek 13,
Shah Alam, Selangor, Malaysia
Tel: +6 03 55779717

For
Faculty of Science And Technology
University of Darussalam Gontor
Haris Setyaningrum, M.Sc.
Dean
Jl. Raya Siman Km.6, Ponorogo, East
Java,63471
INDONESIA
saintek@unida.gontor.ac.id
+62 352 483762

Notification of any change in liaison officers may be made by letter without amending this Memorandum of Agreement.

Article 7

Settlement of Disputes

Any difference or dispute between the Parties concerning the interpretation and/ or implementation and/or application of any of the provisions of this MoA shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

Article 8

Miscellaneous

- (1) This MoA may be modified, varied or amended at any time after due to consultation and with the written agreement of both Parties.
- (2) The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- (3) This MoA is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (4) The Parties hereby agree that they are not bound exclusively by this MoA and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

Signature

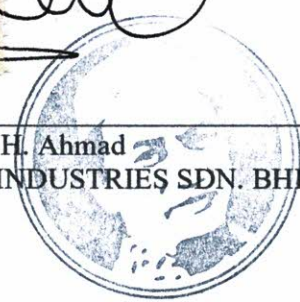
Signature

In witness whereof, the Parties here to have offered their signatures:

For HPA INDUSTRIES SDN. BHD
Malaysia



Tn. H. Ismail bin H. Ahmad
Director of HPA INDUSTRIES SDN. BHD



For Faculty of Science And Technology
University of Darussalam Gontor
Indonesia



Haris Setyaningrum, M.Sc.
Dean Faculty of Science And Technology
UNIDA Gontor

Signature

Signature