

# MEMORANDUM OF AGREEMENT

BETWEEN

POLITEKNIK ILMU PELAYARAN SEMARANG

AND

SCHOOL OF CONTINUING AND LIFELONG EDUCATION  
NATIONAL UNIVERSITY OF SINGAPORE

CONCERNING

DEVELOPMENT AND MANAGEMENT  
OF PORT ECONOMY TRAINING

Number : HK. 201 / 3 / 14A / PIP-Smg-2021

Number :


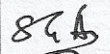
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On this day, 25<sup>th</sup> of October of year Two Thousand Twenty One (2021), the undersigned below :

- I. Capt. Dian Wahdiana, MM is the Director of Politeknik Ilmu Pelayaran Semarang as stipulated in the Decree of Ministry of Transportation Number SK. 2758 year of 2021 dated 29 September 2021, therefore acting for and on behalf of Politeknik Ilmu Pelayaran Semarang, addressed at Jalan Singosari 2A Semarang, hereinafter referred as **FIRST PARTY**.
- II. Ang Siau Gek is the Deputy Dean of School of Continuing and Lifelong Education (SCALE), therefore acting for and on behalf of National University of Singapore, addressed at 21 Lower Kent Ridge Rd, Singapore 119077, hereinafter referred to as **SECOND PARTY**.

Whereas **FIRST PARTY** and **SECOND PARTY**, which are collectively referred to as **PARTIES**, therefore explain the following matters:

- a. Whereas **FIRST PARTY** is a Maritime State Higher Education owned by the Ministry of Transportation Republic of Indonesia which is a Public Service Agency (BLU) work unit by the Decree of the Minister of Finance Number 510 / KMK.05 / 2009 dated December 28, 2009, on the Establishment of Politeknik Ilmu Pelayaran Semarang of the Ministry

FIRST PARTY	SECOND PARTY
	



of Transportation as a Government Agency implement financial management of public service agencies;

- b. Based on the Memorandum of Understanding between The Agency of Human Resources Development Ministry of Transportation Republic of Indonesia and the National University of Singapore Number HK.201/3/8 Set.BPSDMP-2021 dated 25 October 2021;
- c. Whereas SECOND PARTY is a university in Singapore that provides education and training, in the maritime and port sector;
- d. Whereas **PARTIES** have mutually agreed upon mutual interests in this cooperation agreement.

### Article 1

#### PROPOSE AND OBJECTIVE

The objective of this Memorandum of Agreement (MoA) shall be to develop cooperation in the form of training program for leaders, government officials, lecturers and instructors.

### Article 2



#### SCOPE OF COOPERATION

The scope of this Memorandum of Agreement is to develop and conduct training for Human Resources Development of Port Economy Training Program.

### Article 3

#### IMPLEMENTATION

- (1) In implementing this MoA, the PARTIES agree to take optimal steps to realize the cooperation as referred to in this MoA;
- (2) **FIRST PARTY'S** Obligation :
  - a. Prepare participants a number of 30 by the requirements in accordance to the SECOND PARTY and 20 person of auditor participants no later than one (1) week before the implementation of the training;
  - b. Pay tuition fees as listed in Article 4 to the SECOND PARTY.

FIRST PARTY	SECOND PARTY
	



(3) **FIRST PARTY'S** Rights :

- a. Have Training on Development and Management of Port Economy for 5 days implemented by online;
- b. Have trainers from University Faculty with PhD level;
- c. Have certified learning outcomes;
- d. Have the training syllabus and training outline of Development and Management of Port Economy Training;



(4) **SECOND PARTY'S** Obligation :

- a. Conduct Training on Development and Management of Port Economy for 5 days implemented by online;
- b. Provide trainers from University Faculty with PhD level;
- c. Provide the training syllabus and training outline of Development and Management of Port Economy Training;
- d. Provide teaching materials to deliver for first party;
- e. Provide the documentation and record for the training program report;
- f. Provide the certificate for the participants;
- g. Invoice issued by second party not more than one week after the training program completed.

- (5) The rights of **SECOND PARTY** is to receive payment from the **FIRST PARTY** for the training program that has been performed and completed as listed in Article 4.

**Article 4**  
**FINANCING**

- (1) The cost of education is Singapore Dollar (SGD) 3500 (three thousand five hundred) nett, per participant (GST is not applicable in this instance), charged to the Budget Implementation List of the Public Service Agency (BLU) of PIP Semarang; Any cost or expense imposed by PIP Semarang's bank on such payment shall be borne by PIP Semarang as well as any foreign exchange losses (if applicable) so that the **SECOND PARTY** receives the payment in full without any deduction whatsoever. Further, the **FIRST**

FIRST PARTY	SECOND PARTY
	



PARTY shall gross up the payment payable by the SECOND PARTY as taxes so that the SECOND PARTY receives the fee in full.

- (2) Payment of tuition fees as referred to in Article 4 paragraph (1) will be made by the FIRST PARTY at once in the amount of 100% of the contract value or 100% x SGD 3500 (three thousand and five hundred SGD) x 30 participants or in total amount of SGD 105,000, paid after the SECOND PARTY submits that training is complete and learning outcomes are met for the participants attending the Management of Port Economy Training.
- (3) Payment of Development and Management of Port Economy Training fees as referred to in Article 4 paragraph (2) shall be paid by the FIRST PARTY to the SECOND PARTY through:

Account Name : **National University of Singapore**  
Bank Account Number : **032-000313-3**  
Swift Code : **DBSSSGSG**

- (4) All payment must be made within thirty (30) days from the date of the invoice.
- (5) All payment shall be made in Singapore Dollars (SGD).
- (6) Any bank charges incurred will be borne by the payer. The payment advice from the bank shall be provided to NUS for reference.



#### **Article 4A**

- (1) The SECOND PARTY is the sole owner of any intellectual property rights in any teaching materials, reports or any other document provided by it to the FIRST PARTY.
- (2) Should the FIRST PARTY require copies of such documents for its own internal record keeping or other non-commercial purposes, the PARTIES shall agree on the terms of such use prior to such materials being used.

#### **Article 5**

##### **TIME DETERMINATION**

- (1) This MoA shall come into effect on the date it is signed by The Parties and remain in effect for a 2 (two) years period;
- (2) This MoA may be extended in accordance with the written approval of the Parties to be exercised 3 months before the expiry of the MoA;

FIRST PARTY	SECOND PARTY
	



- (3) Such termination will not affect the ongoing program and activities under this MoA until the completion of such program and activities unless determined otherwise by the Parties;
- (4) Such termination by one institution shall be effected by giving the other institution written notice of its intention to terminate at least 6 (six) months in advance. Termination shall be without penalty. If this MoA is to be terminated with a written notice stating valid termination reasons, neither institution shall be liable to reimburse each other for any monetary or other losses that may result, provided that both parties are in agreement to the terms of termination.

#### **Article 6**

#### **ADDENDUM/AMENDMENTS**

- (1) Matters that have not been regulated and/or not included in this MoA will be determined with the written approval of the parties in the form of Addendum/Amendments;
- (2) The Addendum/Amendments as referred to paragraph (1) constitutes an integral part of this MoA;

#### **Article 7**



#### **DISPUTE RESOLUTION**

If there is any dispute in the implementation of this MOA, the parties are obliged to make every effort to amicably resolve the dispute appearing or related to this contract or its interpretation during or after completion of the work.

#### **Article 8**

#### **TERMINATION OF THIS MoA**

- (1) In addition to the expiration of the term under article 5, this MoA shall automatically be cancelled or expired;
  - (a) By agreement of the parties;
  - (b) By legislation provision or decree of the authorized agencies, the cooperation as referred to in this MoA cannot be carried out;

FIRST PARTY	SECOND PARTY
	



- (c) Force Majeure circumstances that cannot be overcome, so it is not possible to continue the implementation of MoA.
- (2) The event of force majeure circumstances, informing them of the Second Party to the First Party to force majeure in writing no later than 14 (fourteen) calendar days after the occurrence of force majeure; by attaching a copy of the statement of force majeure issued by the authorized party/agency by the provisions of the legislation.

**Article 9**  
**CLOSING**

This MoA is drawn up in 2 (two) copies, on sufficiently stamped paper, having the same legal force for the **PARTIES** respectively. In the event of a translation of this MoA into any other language, the English version shall prevail.

**FIRST PARTY**  
**Politeknik Ilmu Pelayaran**  
**Semarang**



**Capt. DIAN WAHDIANA, MM**  
**Director of PIP Semarang**

**SECOND PARTY**  
**School of Continuing and**  
**Lifelong Education,**  
**National University of**  
**Singapore**

**ANG SIAU GEK**  
**Deputy Dean, School of**  
**Continuing and Lifelong**  
**Education, National University**  
**of Singapore**