MEMORANDUM OF UNDERSTANDING

between

The Council for Higher Education Research and Development
Central Board of Muhammadiyah

and

HOLMESGLEN INSTITUTE
Melbourne

In support of the development of academic partnerships with Muhammadiyah Higher Education Institutions throughout Indonesia
INTRODUCTION

a) This Agreement is made between:
   The Council for Higher Education Research and Development Central Board of the
   Muhammadiyah, Jln. KHA Dahlan 103 Yogyakarta, Indonesia (hereinafter referred to as
   'Muhammadiyah'); and Holmesglen Institute (ABN 40 096 756 729, TOID 0416), corner of
   Batesford Road and Warrigal Road, Chadstone, Victoria, Australia (hereinafter referred to
   as 'Holmesglen');

b) This Agreement is made on 13 February 2018;

c) The Muhammadiyah is a faith based Islamic foundation founded in 1912 and devoted to
   education with upward of 40 million members. It has oversight of over 173 higher education
   institutions, schools, hospitals and other social enterprises;

d) Holmesglen is Victoria’s largest non-university higher education and vocational training
   provider of quality-assured and nationally recognised higher education, vocational
   qualifications;

e) This Agreement reflects the parties’ desire to “deepen, widen and strengthen” their
   relationship by building on the collaboration already in place with Universitas
   Muhammadiyah Tangerang.

f) The purpose of this Agreement is to document the framework and obligations for:

   i. The development of academic relationships between Institutions within the
      Muhammadiyah and Holmesglen of mutually beneficial activities, projects, programs
      and pathways;

   ii. The scope, areas of interest and nature of cooperation between Muhammadiyah
       and Holmesglen.

   iii. The facilitation of access to Muhammadiyah’s Institutions.

g) This agreement is considered an overarching non-legally binding framework that facilitates
   the development of individual agreements between Muhammadiyah Higher Education
   Institutions and Holmesglen.

The broad aims of collaboration between Muhammadiyah and Holmesglen include;

   i) The strengthening of higher education and vocational training collaboration activities
      between the State of Victoria and Indonesia through needs based, targeted activities;

   ii) Facilitating the collaboration discussions between Muhammadiyah Higher Education
       Institutions and Holmesglen;

   iii) Assisting with the realisation of Muhammadiyah’s strategic plans for the development
       of the Foundation’s presence in Victoria;

   iv) The internationalisation of faculty staff and students at both Institutions for global
       mobility; and

   v) The enhancement of the reputations of Muhammadiyah and Holmesglen
      internationally and nationally.
AGREEMENT

1.0 TERM OF AGREEMENT

1.1 This Agreement will take effect from 13 February 2018 and will remain in force for a period of three years, from that date (“Term”), subject to early termination outlined in Clause 8.

1.2 Either party may, by giving not less than 6 months’ notice before the end of the Term, seek to renew this Agreement for a further term to be agreed on the same terms and conditions (excluding this right to renew) or on such other terms as it considers appropriate. The other party, within one month of receiving such notice, must notify its acceptance or rejection of the request to renew.

1.3 If a notice to renew is not accepted, then this Agreement ends at the end of the Term.

1.4 Notwithstanding clause 1.3, this Agreement shall continue to have effect for as long as an obligation under it continues to apply to either party.

2.0 AREAS OF INTEREST AND NATURE OF COOPERATION

The areas of cooperation shall encompass, but are not limited to the following:

a) Staff capability and professional development, exchange and attachment for joint projects.

b) Student attachment for joint projects and student exchange for immersion and off-shore experience in Australia and Indonesia, including pathways to pursue qualifications with study credits.

c) Sharing of best practices, key indicators and processes for benchmarking, organizational excellence, industry collaboration & engagement and quality assurance

2.1 Faculty Activities

To promote greater sharing and learning and to leverage on the unique strengths and expertise of the faculty in both organisations. This will include opportunities to undertake professional development, curriculum development, as well as investigating innovative course delivery and assessment strategies.

We will develop a Staff Exchange Program including a Staff Attachment Program for any mutually agreed period. The objective is to allow faculty to experience the vocational and technical training system in the host organisation in areas such as curriculum and program development; academic services; facilitation of teacher learning and industry projects; as well as professional development and enrichment program or activities.

The program for the attachment will be drawn up by the home organisation, with the agreement of the host organisation. Other faculty development programs, such as Staff secondment shall be developed based on mutual needs and agreement.
2.2 Student Activities

Our institutions wish to develop our students into citizens who are globally engaged, comfortable with diversity and with the skills to operate effectively across cultures with different world views and belief systems.

To provide global education experiences, selected students from the home organisation may study for a defined period at the host organisation. The study programs have the goals of strengthening relationships, understanding and appreciation between the faculty and students at Holmesglen in Australia and Muhammadiyah in Indonesia.

a) Study Visits, where exchange students are given opportunities to attend classes and interact and share information and experiences with students of the host organisation. Students will also visit industry and commercial organizations in the host country.

b) Formal Articulation Pathways, where students from either organisation will receive credit allowing the completion of a qualification at vocational or higher education level at the other institution. Credit will be negotiated and agreed into selected programs providing a seamless pathway from programs into further study at each organisation.

c) Industry Placement, which aims to provide exchange students with real-life experience of the work environment, including undertaking project work in the host organisation; and to enhance their understanding of workplace practices and culture in cross-cultural environments.

These programs will provide our students with the opportunity to develop cross-cultural understanding and a global outlook.

2.3 Organisational sharing

Muhammadiyah and Holmesglen will develop an active policy of pursuing organizational excellence through:

- sharing of best practices,
- refining expertise in industry collaboration & engagement
- developing a common approach to quality assurance

The sharing of information, expertise and experience in higher education and technical education & training between Muhammadiyah and Holmesglen shall be accorded on a reciprocal basis. The duration and extent of such services shall be based on the needs of each request and subject to mutual agreement by the parties involved.
3.0 EXCHANGE PROGRAMS: MUTUAL RESPONSIBILITIES

Muhammadiah Higher Education Institutions will enter into individual agreements that will be attached to this MOU. These Institutions and Holmsglen will undertake to fulfil their obligations and responsibilities for any exchange program, which shall encompass, but are not limited to, the following:

a) Annually, both parties will agree on the areas, duration, number and profile of faculty and/or students and terms and conditions including costs for any proposed exchange program.

b) Each organisation will assist to source accommodation for visiting faculty and students on the exchange program.

c) Faculty and students on the exchange program must have appropriate medical and travel insurance and visas covered for the entire duration of the exchange program. In this respect, both institutes agree to indemnify each other against any accident or incident met by the faculty and students during the period of their stay in the respective organisation.

d) Both parties will provide an orientation program for incoming visiting academic faculty and students, including orientation on studies on/off campus and a 'buddy' program to facilitate the assimilation of visiting students. Other social and extra-curricular programs may also be provided, to enable visiting students to gain a better understanding of the social and cultural norms and practices of the host country.

e) The organisation sending faculty or students for an exchange program will ensure that their students and their parents/guardians are fully aware of the conditions and requirements of the program, including all related information obtained from its counterpart, at least three months prior to the departure of the students.

f) Each party will undertake an annual evaluation of the exchange program and make recommendations for improvements and changes, where appropriate.
5.0 PROMOTION AND MARKETING

5.1 Both parties agree to work together to develop suitable promotion and marketing material.

5.2 Each party’s permission for the other party to use its name and logo is limited to advertisements or publicity material relating to the delivery of a Course during the term of this Agreement.

5.3 Marketing material developed by both parties relating to Courses to be delivered under this Agreement must be clear, current and accurate information about the higher education course delivery and assessment.

6.0 CONFIDENTIALITY

6.1 Neither party may use, exploit or divulge to any other person the other party’s confidential information other than with its prior written approval or as strictly necessary to undertake its obligations under this Agreement.

6.2 Immediately upon termination or request from a party, the other party must return or destroy any and all of the confidential information of the requesting party in its possession or control.

7.0 INTELLECTUAL PROPERTY

7.1 Neither party has a proprietary right or interest in the other’s Intellectual Property (IP). Each party must only use the other’s IP as required to fulfil its obligations under this Agreement.

8.0 TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party immediately if the other party or its associated entities and institutions:
   a) Engages in conduct that will, or has the potential to, negatively impact their reputation or goodwill;
   b) Cause them to be in breach of any of its educational licences;
   c) Makes any deliberately misleading or deceptive statement in any report, statement, submission or other document relevant to the Agreement;
   d) Ceases, or threatens to cease, to carry on business with Holmesglen; or
   e) Becomes insolvent or bankrupt within the meaning of relevant Australian laws.

8.2 Termination will not affect any other rights that any party may have against the other arising out of this Agreement.

9.0 DISPUTE RESOLUTION

9.1 In the event of any dispute between the parties in the interpretation of this Agreement or about the performance of any party of its obligations under this Agreement, the parties must use their best endeavours to resolve the dispute between themselves.
10.0 REVIEW AND EVALUATION

10.1 During the Term of this Agreement, the two parties will meet to review its performance and the relationship:
   a) The first review will take place 6 months from the Commencement Date; and
   b) Subsequent reviews will take place at least quarterly thereafter or sooner if required.

10.2 The following will be discussed and evaluated:
   a) Quality of service and performance;
   b) Results achieved;
   c) Feedback from participants and/or candidates;
   d) Feedback from teachers and course leaders;
   e) All aspects of the quality assurance process; and
   f) Administrative issues.

10.3 Where agreed by parties in this Agreement, modifications will be made to the working arrangements and the Agreement in accordance with the findings of the review and evaluation.

10.4 This Agreement may be varied at any time by mutual agreement with the changes noted and the details recorded as an Addendum to this Agreement.

11.0 MISCELLANEOUS PROVISIONS

11.1 Exclusivity
   a) During the Term of this agreement, should Muhammadiyah wish to enter into any arrangement for the operation of any branch campuses or third party physical branch location with any Registered Training Organisation other than Holmesglen, it is required to advise Holmesglen of their intentions. This provision also applies to Holmesglen and its operations in Indonesia.

11.2 Disclaimer of Partnership
   a) Nothing in this Agreement is to imply or constitute a partnership, joint venture or employment relationship between the parties;
   b) No party has the right or authority to assume, create or incur any commitment, liability or obligation of any kind against, or in the name of, or on behalf of, any other party except as expressly provided in this Agreement;

11.3 Privacy
   a) Both parties must put into place all necessary processes and procedures to ensure they comply with relevant Australian and Indonesian privacy laws.

11.4 Notices
   a) Any notice required to be given to the following address by one party to another shall be deemed to be properly given if forwarded to the address as stated in the Introduction above, or another address as informed;
   b) A notice is deemed to have been duly received:
      i) if sent by email prior to 5 pm on a Business Day at the place of receipt, then when the confirmation report is received by the sender;
ii) if sent by email after 5 pm on a Business Day, then at 9 am on the next Business Day provided the sender has received the confirmation report; or

iii) if sent by mail, then at 9 am on the second next Business Day.

12.0 DEFINITIONS AND INTERPRETATION

12.1 In this Agreement:

a) “Business Day” means Monday to Friday excluding public holidays;

b) “Course” means an academic course delivered to Students in accordance with this Agreement;

c) “Course Materials” means the materials provided for each course, which includes, but is not limited to:
   i) the training materials;
   ii) the qualification requirements for teachers, assessors, and subject convenor;
   iii) any specific administrative or operational procedures, rules and regulations that apply to the course; and
   iv) the academic procedures relating to quality assurance for course and student progress monitoring, validating the course, evaluations and getting feedback from students;

d) “Confidential Information” means:
   i) all processes and procedures, computer programs, databases, specifications, manuals, notes, diagrams, flow charts, drawings, applications, specifications, notes, calculations, know how or any other verbal information or written data of a party;
   
   ii) all business and financial information, marketing strategies, student, customer and supplier listings, business listings, information concerning the business, relating to a party;
   
   iii) any information which, by its nature, places or potentially places a party at an advantage over its business competitors;
   
   iv) student records;
   
   v) any information that would otherwise at law be considered secret or confidential information; and
   
   vi) any information obtained or provided by either party in the course of negotiating or monitoring the arrangement covered in this Agreement whether or not marked confidential, BUT does not include information which:
      i. at the time of first disclosure by a party is already in the public domain; and
      ii. after disclosure to a party, becomes part of the public domain otherwise than by disclosure in breach of the terms of this Agreement.
e) “Intellectual property rights” means all intellectual property rights, whether registrable or not, including, but not limited to, the following rights:

i) patents, copyright, rights in circuit layouts, designs, trademarks and any right to have confidential information kept confidential; and

ii) any application or right to apply for registration of any of the rights referred to in sub-paragraph (i);

2.3 Mutual obligations

Under this Agreement, each party must:

a) Ensure all interactions and dealings are conducted in a competent, ethical and professional manner;

b) Use best endeavours to perform all obligations on schedule, and if no set time is specified in this Agreement, then within a reasonable time appropriate to the circumstances;

c) Follow and support any policy or procedures set out in this Agreement applicable to it;

d) Participate constructively in any monitoring and quality assurance processes implemented under this Agreement;

e) Provide regular and constructive feedback to the other on the outcomes of academic course services provided;

f) Notify the other as soon as possible of any major concerns, issues or opportunities relating to the Courses and Services provided under this Agreement;

g) Treat in confidence information obtained or provided in the course of negotiating or monitoring the arrangements covered in this Agreement and undertake not to divulge that information to any parties without prior written authority;

h) Maintain sound and ethical financial management policies and procedures relative to the services provided under this Agreement;

i) Act in accordance with all relevant Australian and Indonesian laws and regulations as they impact on the services provided under this Agreement, including, but not limited to, those relating to competition, consumer protection, anti-discrimination, employment, occupational health and safety or corruption;

j) Ensure that all information provided about any courses offered under this agreement is accurate and ethical, and does not mislead students in any way; and

k) Ensure that any student records to which they have access are kept in accordance with appropriate confidentiality and privacy practices. They must ensure that they do not disclose any information, confidential or otherwise, to any person other than the Student themselves.
EXECUTION

This Agreement is executed as an agreement on the dates set out below:

Executed as an Agreement

Signed for and on behalf of Holmesglen Institute in the presence of:

Name: Mary Faraone, Chief Executive
Date: 13/2/18

Witnessed by:

Name: [Signature]
Date: 13/2/18

Signed for and on behalf of the Council for Higher Education Research and Development of the Central of Muhammadiyah in the presence of:

Name: Prof. Lincolin Arsyad, M.Sc., Ph.D.
Date: 13/2/18

Witnessed by:

Name: Prof. Dr. Edy Suandi Hamid, M.Ec.
Date: 13/2/18
Muhammadiyah Higher Education Institutions participating under the terms of this agreement:

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<thead>
<tr>
<th>No</th>
<th>Name</th>
<th>University</th>
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<tbody>
<tr>
<td>1</td>
<td>Prof. Dr. Syaiful Bakhri, SH., MH.</td>
<td>Universitas Muhammadiyah Jakarta</td>
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<tr>
<td>2</td>
<td>Prof. Dr. Ahmad Khairuddin, M.Ag.</td>
<td>Universitas Muhammadiyah Banjarmasin</td>
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<td>3</td>
<td>Prof. Dr. Suyatno, M.Pd.</td>
<td>Universitas Muhammadiyah Uhamka</td>
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<td>4</td>
<td>Prof. Dr. Khaerul Wahidin, M.Ag.</td>
<td>Universitas Muhammadiyah Cirebon</td>
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<td>5</td>
<td>Ir. Eko Muh Widodo, MT.</td>
<td>Universitas Muhammadiyah Magelang</td>
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<td>6</td>
<td>Dr. dr. Sukadiono, MM.</td>
<td>Universitas Muhammadiyah Surabaya</td>
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<td>7</td>
<td>Dr. Ir. Muhammad Hazmi, DESS.</td>
<td>Universitas Muhammadiyah Jember</td>
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<td>8</td>
<td>Dr. Ahmad Dasan, SH., MH.</td>
<td>Universitas Muhammadiyah Bengkulu</td>
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<td>9</td>
<td>Dr. Bulkani, M.Pd.</td>
<td>Universitas Muhammadiyah Palangkaraya</td>
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<td>10</td>
<td>Dr. Agussani, MAP</td>
<td>Universitas Muhammadiyah Sumatra Utara</td>
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<td>11</td>
<td>Dr. Syamsuhadi Irsyad, MH.</td>
<td>Universitas Muhammadiyah Purwokerto</td>
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<td>12</td>
<td>Prof. Dr. Bambang Setiaji, M.Si.</td>
<td>Universitas Muhammadiyah Kalimantan Timur</td>
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<td>13</td>
<td>Dr. Abid Djamuli, SE., M.M.</td>
<td>Universitas Muhammadiyah Palembang</td>
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<td>14</td>
<td>Dr. Sofyan Anif, M.Si.</td>
<td>Universitas Muhammadiyah Surakarta</td>
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<td>16</td>
<td>Sri Yulia, S.Kp., M.Kep.</td>
<td>STIKES Muhammadiyah Palembang</td>
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<td>17</td>
<td>Dr. H Achmad Badawi, S.Pd., SE., MM.</td>
<td>Universitas Muhammadiyah Tangerang</td>
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<td>18</td>
<td>Dr. Abdul Rahman Rahim, SE. MM.</td>
<td>Universitas Muhammadiyah Makassar</td>
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