MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF MUHAMMADIYAH JAKARTA
INDONESIA

AND

SINGAPORE POLYTECHNIC

CONCERNING
COOPERATION IN
SOCIAL INNOVATION PROJECTS (SIP)

[JAKARTA, INDONESIA]
This Memorandum of Understanding [hereinafter referred to as MOU] is made between the University of Muhammadiyah Jakarta (hereinafter referred to as UMJ), having its principal office at Jakarta and Singapore Polytechnic (hereinafter referred to as SP), having its registered address at 500 Dover Road, Singapore 139651 through Singapore Polytechnic International Pte Ltd (hereinafter referred to as ‘SPI’), a wholly owned company of SP having its registered address at 500 Dover Road (T11C32), Singapore 139651.

University of Muhammadiyah Jakarta and SP hereinafter collectively referred to as the “Parties” and individually as a “Party”.

**Article 1. Objectives of the Memorandum of Understanding**

The Parties wish to create a Social Innovation Project (SIP), called Learning Express Jakarta (LeX Jakarta) in Jakarta anchored by Design Thinking Pedagogy to achieve the following:

1.1 Build links between people (students and academic staff) internationally;
1.2 Help local communities solve local issues using Design Thinking and the domain knowledge of the students;
1.3 Provide students with authentic learning through solving real issues and problems;
1.4 Expose students to different cultures and train them to be ‘World Ready’ by working jointly with international students;
1.5 Work with the industry to commercialise the solutions developed by students for the benefit of the industry and community;
1.6 Create a LeX community of educators across the Southeast Asian region comprising SP and all LeX partner institutions.
1.7 Implement feasible prototypes when initiated by either party.

**Article 2. Period of the Memorandum of Understanding**

This MoU shall be effective when the representatives of both parties have signed the MoU and is valid for a term of three years. It may be renewed for further (3) years by mutual written agreement. Either party may terminate MoU hereof with a written notice which shall be issued to the other party six months prior to the termination date. The termination of this MoU shall not affect the validity and duration of any ongoing action plan, projects, programmes until the completion of such projects, and programmes. The terms hereof may be amended at any time subject to mutual written agreement.

**Article 3. Scope of Cooperation**

3.1 UMJ shall:

3.1.1 Nominate three lecturers to co-facilitate each LeX programme for the full duration of 12-14 days. These co-facilitators, should attend a 4-day
training session before the execution of a programme. Each partner will
be expected to run up to 2 LeX programmes per year for a period of
three years;

(3.1.2) Nominate one LeX coordinator from UMJ to organise and support LeX
facilitators in logistical and operational matters;

(3.1.3) Nominate a matching number of UMJ students to international students,
up to 27 students. Targeted students per year are 50 – 60 students in total;

(3.1.4) Arrange and coordinate logistics that are necessary for the execution of
the project and prototype implementation including:
- Accommodation
- Transportation
- Meals
- University Venue Support
- A Coordinator;
- Three facilitators

(3.1.5) Locate three suitable local communities for LeX Jakarta projects and
participate in joint recce/ familiarisation trips with SP to ascertain the
suitability of the projects and communities;

(3.1.6) Continue to work on the outcomes/solutions conceived in LeX Jakarta as
recommended in the following:
- Convert into student projects to be implemented in the communities;
or/and
- Work with industries to fully develop the solutions;

(3.1.7) Establish a UMJ Sub-Committee to manage and review the LeX Jakarta
programme;

(3.1.8) Enable the key representatives of the UMJ Sub- Committee members to
participate as members of the Regional LeX Main Committee in the
annual LeX Programme review, if any;

(3.1.9) Co-share costs involved in Item (3.1.4) mainly for students and staff
from UMJ

(3.2) SP shall:

(3.2.1) Send up to 3 SP lecturers to facilitate each LeX programme together
with partner facilitators for 2 to 3 programmes, and eventually reduce to
1 SP Master Facilitator to oversee the programme;

(3.2.2) Train up to 8 UMJ lecturers to become Design Thinking and LeX
certified facilitators in order to facilitate LeX programmes. The cost of
training will be borne by SPI;

(3.2.3) Send international students to join SP students on LeX;

(3.2.4) Fund the logistics as described in Item (3.1.3) for the running of LeX
Jakarta and prototype implementation, and ensure that the remittance of
funds to UMJ for payment of these logistics be made before the
commencement of the LeX programme;
(3.2.5) Fund the following:
   - Joint LeX Conference for LeX partners, if any;
(3.2.6) Offer a subsidised rate / sponsored participation for students from UMJ in other Global Learning Programmes conducted by Singapore Polytechnic International. The numbers of students who may be offered a subsidised rate/sponsored will be determined when the programmes become available;
(3.2.7) Reserve the right to audit the implementation of this programme and the UMJ facilitators who are involved in the programme;

Article 4. New LeX Jakarta Programmes

(4.1) UMJ can only initiate new LeX Jakarta programme with the expressed permission of SP. SP will consider if the proposed new programme is able to fulfil LeX objectives and programme requirements, which are subject to annual reviews and may be altered in consultation with the LeX community of educators.
(4.2) UMJ shall invite and allow students from SP and students from other LeX partner universities to participate in new LeX Jakarta programme/s.
(4.3) SP reserves the right to audit the implementation of any new LeX programmes initiated by UMJ so as to ensure quality and consistency.

Article 5. Confidential Information

For any information and documents, identified as confidential by any party, exchanged between the parties under this MOU, the both parties shall implement appropriate security measures for strict adherence to confidentiality to prevent information from being leaked.

Article 6. Intellectual Property Right

(6.1) All existing intellectual property rights, including but not limited to, patents, copyrights, trademarks (whether registered or unregistered), designs, processes, know-how, functional specifications or other information shall remain the exclusive property of the Party owning or disclosing the same.
(6.2) The “Learning Express”, the “LeX” logo and trademark shall remain the property of SP. The aforesaid logo and trademark cannot be used in any form and on any collateral including websites whether in print, digital or in any manner or form whatsoever without the expressed permission of SP.
(6.3) UMJ acknowledges that all SP’s materials that are provided by SP in the course of training and related to Design Thinking/CDIO are vested, and shall remain vested, in SP. SP acknowledges that in the course of providing the services SP may use products, materials and methodologies proprietary to UMJ or its Affiliates. SP agrees that it shall not acquire any rights in those
proprietary products, materials and methodologies whether under this agreement or otherwise.

(6.4) All Intellectual Property Rights in any project materials that are developed for and related to the LeX project, whether on the date of receipt of the project materials or anytime thereafter, shall belong exclusively to SP, and shall vest in SP unconditionally and immediately on the project materials having been created, developed, written or prepared. Notwithstanding the forgoing, UMJ and its Affiliates are licensed to use the project materials within the scope and terms of this MoU.

(6.5) During the term of this MoU there may be derivative works created based upon SP’s materials and project materials that might include customised case studies and group study exercises that are about or are directly related to UMJ. These UMJ related derivative works will be owned by UMJ.

(6.6) Any intellectual property rights resulting from work carried out through joint efforts shall be owned by all parties.

Article 7. No Agency or Partnership

Nothing in this MoU shall constitute or be construed as establishing a partnership or agency between SP and UMJ for any purpose whatsoever.

Article 8. No Exclusivity Restrictions

This MoU does not subject either Party to any exclusivity restrictions and in particular the Parties reserve their rights to enter into similar arrangements, agreements or contracts with any other party or parties without prior consultation or consent from the other Party.

Article 9. Dispute Resolution

Any disputes and differences arising in the interpretation and / or application of the Memorandum of Understanding should be settled by negotiations and consultations in the spirit of trust and understanding in consonance with the friendship and cooperation that exist between the parties.

Article 10. Agreement

This document does not constitute a binding agreement and does not constitute any intention by the parties to create legal relations; its sole intention is to facilitate further discussion between the parties.
IN WITNESS WHEREOF, this Memorandum of Understanding was signed in duplicate at UMJ on this August 29, 2017 in the English Language.

SIGNED by
For and behalf of
UNIVERSITY OF MUHAMMADIYAH
JAKARTA

[Signature]
PROF. DR. SYAIFUL BAKHRI
Rector
University of Muhammadiyah Jakarta

SIGNED by
For and behalf of
SINGAPORE POLYTECHNIC

[Signature]
HEE JOH LIANG
Deputy Principal
Singapore Polytechnic

In the presence of

[Signature]
DR. ROHIMI ZAMZAM
Vice Rector for International Relations
University of Muhammadiyah Jakarta

In the presence of

[Signature]
HELENE LEONG WEE KWEEN-HUAY
Director, Department of Educational Development
Singapore Polytechnic