



UniKL
UNIVERSITI
KUALA LUMPUR



This Memorandum of Agreement ("Agreement") is made and entered into on this day of _____
August 2023;

BETWEEN

UNIVERSITI TEKNIKAL MARA SDN. BHD. (Company No. 200201002469 / 570132-T) a company duly incorporated under the laws of Malaysia for the purpose of managing **UNIVERSITI KUALA LUMPUR**, a private institution of higher learning established and registered in Malaysia under the Private Higher Educational Institutions Act 1996 (Registration No. DU011(W) and having its address at 1016, Jalan Sultan Ismail, 50250 Kuala Lumpur (hereinafter referred to as "**UniKL**") of the first part;

AND

Perkumpulan Ahli Mitigasi Pengadaan Barang dan Jasa (PAMPBJ) (No. AHU-0002192.AH.01.07.Tahun 2022), a company duly incorporated in Indonesia under its address at Ruko Golden Madrid 2 Blok F No 05 Lt 3, Jl Letnan Sutopo, BSD City, Tangerang Selatan, Banten, Indonesia (hereinafter referred to as "**PAMPBJ**") of the second part.

UniKL and PAMPBJ shall be collectively referred to as "**the Parties**" and individually as "**the Party**".

WHEREAS: -

- A) UniKL is a private university registered under the Private Higher Educational Institutions Act 1996 and is committed to provide world class educational programmes and technical learning with the aim of producing global enterprising professionals who shall explore and develop technology for the benefit of the nation and mankind.

- B) PAMPBJ is a Goods and Services Procurement Mitigation Experts Association founded by 7 agencies, namely: Main Inspectorate of the General Secretariat of the Indonesian Parliament, Jakarta Veterans National Development University (UPNVJ), Bhayangkara University Jakarta Raya (UBHARA), Pertamina University, PT. Jakarta Industrial Estate Pulogadung (JIEP), Economic Daily Balance Sheet, and CMiP Institution engaged in the CMiP Competency Test and Training.
- C) The purpose of this Agreement is to serve as a guideline for the Parties in the framework of organizing *“Competency Certification Training in the Mitigation Sector of Procurement of Goods and Services and their Derivatives”* to UniKL students, staff and public. The purpose of this Agreement is to realize the cooperation and synergy of the Parties in:
- 1) Assisting the Government of Indonesia and Malaysia in an effort to prevent and reduce Corruption;
 - 2) Training for Goods and Services Procurement Managers and other stakeholders in order to avoid problems of corruption in the procurement of goods and services;
 - 3) Encouraging training for the community through understanding forms of corruption which are very detrimental to the economy of the community, nation and state;
 - 4) Competency Test of Certified Mitigation in Procurement (CMiP) Training and its derivatives.
- D) The Parties hereto have agreed to enter into this Agreement for the purpose of recording the terms and conditions of their cooperation relating to the collaboration framework and to govern their respective rights and obligations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter expressed, the Parties agree as follows:

1. **COMMENCEMENT AND TERM OF AGREEMENT**

This Agreement shall be in force upon signing ("Effective Date") and shall remain in effect for a period of Two (2) years ("Term"), provided that not later than thirty (30) days before the expiry date, the Parties may agree in writing to extend the Term of this Agreement for such further period ("Extended Period") or unless otherwise terminated in accordance with Clause 7 of this Agreement.

2. **UniKL's OBLIGATIONS**

UniKL hereby agrees as follows:

- (i) Acting as organizer and facility provider in this case including the HR provider for the CMiP Application maker;
- (ii) Act as executor of marketing and broadcasting;
- (iii) Act as the executor of the management of instructors and resource persons;
- (iv) Act as a Developer of Teaching Materials, CMiP Test Materials, and other Materials according to mutual agreement;
- (v) Develop and modify the CMiP Application.

3. **PAMPBJ's OBLIGATIONS**

PAMPBJ hereby agrees as follows:

- (i) Acting as organizer and facility provider in this case including the HR provider for the CMiP Application maker;
- (ii) Act as executor of marketing and broadcasting;
- (iii) Act as the executor of the management of instructors and resource persons;
- (iv) Act as a Developer of Teaching Materials, CMiP Test Materials, and other Materials according to mutual agreement;
- (v) Develop and modify the CMiP Application.

4. FINANCIAL PROVISIONS

The Parties understand that any/all financial arrangements which may arise out of this Agreement will be separately negotiated by the Parties and the Parties shall conclude separate written agreements to govern the specific project or collaboration.

5. CONFIDENTIAL INFORMATION

5.1 All information (whether tangible or intangible) that is disclosed prior to or subsequent to the date of this Agreement by the Disclosing Party (as hereinafter defined) to the Receiving Party (as hereinafter defined) during the course of discussions or negotiations and includes all written and oral commercial, financial and technical information relating to any aspect of the business of the Disclosing Party or any of its affiliated companies, including, but not limited to, data relating to business plans, marketing plans, work in progress, market share, product knowledge, trade secrets, know-how demonstrations, drawings, samples, devices, specifications, proprietary data, costs and other materials of whatever descriptions, whether or not protected by copyright, patent or other intellectual property rights and whether or not stated as being proprietary or confidential.

- 5.2 Confidential Information will not include material or information which:
- i. is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party,
 - ii. is or becomes available to the Receiving Party from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information.
 - iii. is known by the Receiving Party prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party,
 - iv. is disclosed under a binding requirement of applicable law,

- v. is disclosed by the Receiving Party with the Disclosing Party's prior written approval, or
- vi. is independently developed by the Receiving Party without the use of or reference to the Confidential Information.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The protection of intellectual property rights should be enforced in accordance with the laws and regulations of Malaysia and Indonesia.
- 6.2 Any use of the UniKL or PAMPBJ name, logo and/or official emblem in connection with any such issue, document and paperwork is prohibited without the written permission of the other Party.
- 6.3 Without prejudice to any of the provisions of paragraph 6.1 above, all information, expertise including all designs, plans, assessments, reviews, analyses, solutions, decisions, discoveries, developments and maintenance in connection with any processes and products achieved or developed:
 - i. Jointly owned by both Parties, or any results of the research jointly acquired, shall be jointly owned by both Parties or on terms agreed upon; and
 - ii. independently and separately by UniKL or PAMPBJ, or any research results obtained independently or separately by UniKL or PAMPBJ, shall be wholly owned by either Party.

7. TITLE / RECOGNITION

- 7.1 After passing the CMiP training:
 - i. For training participants who have attended and passed basic and advanced level training, they are entitled to use the CMiP title; and
 - iii. The title is valid for three (3) years and can be extended according to applicable regulations.

8. TERMINATION

- 8.1 This Agreement may be terminated forthwith in the event that either Party:
- i. fails to perform any of its duties and obligations under this Agreement;
 - ii. breaches any of the provisions of this Agreement and, in the case of material breach capable of being remedied, fails to remedy the breach within thirty (30) business days, or such period as stipulated elsewhere in this Agreement or as may be agreed by the other Party, of a written notice giving full particulars of the breach and requiring it to be remedied;
 - iii. either Party commits a breach of any of its obligations and/or undertakings made under this Agreement;
 - iv. either Party ceases or threatens to cease to carry on business, or enters into liquidation whether compulsorily or voluntarily, or compounds with its creditors, or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt; or
 - v. the execution of further definitive agreement.
- 8.2 Notwithstanding the foregoing the above and without prejudice to any other rights of the Parties under this Agreement, either Party may terminate this Agreement by giving the other two (2) months notice in writing and such termination shall be effective upon expiry of the notice period stated herein.
- 8.3 Notwithstanding the above, PAMPBJ also agrees that UniKL may terminate this Agreement at any time without cause nor liability by serving thirty (30) days written notice to PAMPBJ.
- 8.4 Upon termination of this Agreement, the Parties shall cooperate with each other to do all things reasonably necessary to bring the arrangements under this Agreement to an effective and expedient end.
- 8.5 Termination of this Agreement will be without prejudice to any accrued rights of either Party or will not expressly affect each other obligations herein.

9. UniKL and PAMPBJ agree as follows:

- 9.1 Neither Party is an agent representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any contract commitment or agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributed to such a relationship upon similar Party.
- 9.2 All Parties do not have the right to assign, transfer, charge, sell or otherwise deal in its rights and/or obligations under this Agreement, or any right arising under it, without the prior written consent of the other Parties.
- 9.3 The Parties shall keep confidential all information provided by the other in relation to the Program and without prior consent shall not use or disclose or otherwise make available this information in any form to any person except to use the materials for authorized purposes. This provision shall survive the termination of this Agreement for a period of two (2) years from the date of termination of this Agreement.
- 9.4 The proper law governing this Agreement shall be Malaysia Law. Any dispute which may arise between the Parties concerning this Agreement shall be determined by the Malaysia Courts and the Parties hereby submit to the exclusive jurisdiction of the Malaysia Court for such purpose.
- 9.5 This Agreement supersedes all prior agreements, arrangements and understandings (MOU) between the Parties and constitutes the entire agreement between the Parties relating to the operation of the Program. Neither Party is relying on any representations or warranties except those expressly set out in this Agreement.

- 9.6 No amendment or other variation of this Agreement (including its appendices) shall be binding, unless the same is duly affected by an instrument in writing and signed by authorized representatives of both Parties and expressed to be for the purpose of such amendments.
- 9.7 No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof of any other right or power herein.
- 9.8 Each clause hereof shall be deemed to be independent and the invalidity of any such clause which may be unenforceable as being contrary to the principles of law shall not affect the validity of any other clause of this Agreement.
- 9.9 The stamp duty thereon shall be borne by PAMPBJ respectively.
- 9.10 This Agreement shall be binding on the successors in title, executors and permitted assigns of the Parties hereto.
- 9.11 All disputes arising from or in connection with this Agreement shall as far as possible be settled amicable and the Parties shall use their best efforts to achieve such amicable settlement.
- 9.12 This Agreement may be entered into by the Parties on separate counterparts, each of which so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 9.13 The Party in breach ("the defaulting Party") shall indemnify the Party not in breach ("the innocent Party") of this Agreement against all damages, loss (including loss of reputation), claims, demands, expenses, costs and liabilities which the innocent Party may at any time incur as a result of any breach by the defaulting Party of its obligations under this Agreement.

9.14 Neither Party shall be liable for delays in performing their obligations under this Agreement due to force majeure PROVIDED THAT the Party seeking to be excused shall have noticed the other Party of any such circumstances and shall use every endeavour to minimize the effects of such occurrence and, upon the ending of such occurrence without undue delay resume the performance of this obligations. For the purposes of this Agreement, force majeure shall mean fire, explosion or other casualty, embargo regulations, strike or the labour interruption on a national level, laws, act or requirement of any government to civil or military authorities or agencies or official thereof, act of nature or of the public enemy, war (whether declared or not), civil disturbance, act or omission of any carrier, quarantine, restrictions, epidemic or catastrophe or default of a supplier or subcontractor or the corresponding event.

10. NOTICE

10.1 Any notice to be given hereunder by either Party to the other may be sent by facsimile transmission or by first class recorded delivery prepaid post addressed to the address of the other Party as set out below, or such other address as may be notified in writing as an address for service and any such notice shall be deemed to have been received for service by facsimile, on the day sent, and in the case of service by post, fourteen (14) working days after the date of posting.

UniKL:

Acting President/CEO
31st Floor, Universiti Kuala Lumpur
1016, Jalan Sultan Ismail
50250 Kuala Lumpur, Malaysia
Tel : 03-2175 4000
Fax : 03-2175 4333

PAMPBJ:

Chairman

Ruko Golden Madrid 2

Blok F No 05 Lt 3,

Jl Letnan Sutopo, BSD City,

Tangerang Selatan, Banten, Indonesia

Tel : +6221- 53157761

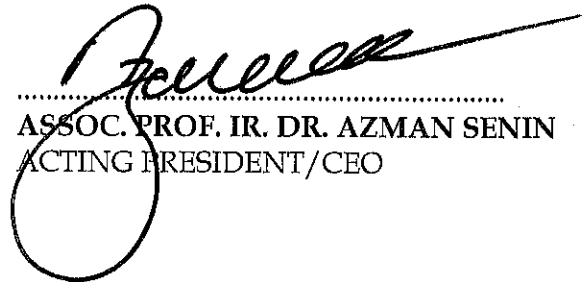
E-mail : sertifikat.cmip@gmail.com

- 10.2 The above address may be altered by prior written notice given by either Party pursuant to this Clause.

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IN WITNESS WHEREOF, the Parties hereto have set their hands/seals the day and year first written.

Signed by)
for and on behalf of)
UNIVERSITI TEKNIKAL MARA SDN.)
BHD.)



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ASSOC. PROF. IR. DR. AZMAN SENIN
ACTING PRESIDENT/CEO

Signed by)
for and on behalf of)
PERKUMPULAN AHLI MITIGASI)
PENGADAAN BARANG DAN JASA)
(PAMPBJ))



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PIPING EFFRIANTO
CHAIRMAN