



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITAS MUHAMMADIYAH SURABAYA

AND

SINGAPORE POLYTECHNIC

CONCERNING

COOPERATION IN

SOCIAL INNOVATION PROJECTS (SIP)

IN SURABAYA, INDONESIA

This Memorandum of Understanding [hereinafter referred to as MoU] is made between the Universitas Muhammadiyah Surabaya (hereinafter referred to as 'UMSby'), having its principal office Raya Sutorejo Street No. 59, Dukuh Sutorejo, Kec. Mulyorejo, Kota Surabaya, East Java 60113 Indonesia 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.

UMS 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 (LeX) Surabaya (LeX Surabaya) in Surabaya 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. 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) UMSby shall:

- (3.1.1) Nominate three lecturers to co-facilitate each LeX programme for the full duration of 12 days. These co-facilitators, should attend a 4-day training session before the execution of a programme. Each partner may be expected to run up to 2 LeX programmes per year for a period of three years;
- (3.1.2) Nominate one LeX coordinator to organise and support LeX facilitators in logistical and operational matters;
- (3.1.3) Nominate matching number of UMSby students to international students. Targeted students per run are 50 – 80 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;
- (3.1.5) Locate sufficient suitable local communities for LeX Surabaya 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 Surabaya 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 UMSby Sub-Committee to manage and review the LeX Surabaya programme;

(3.2) SP shall:

- (3.2.1) Send 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 UMSby lecturers to become Design Thinking and LeX certified facilitators in order to facilitate LeX programmes. The cost of training will be borne by SP;
- (3.2.3) Where appropriate and feasible, send international students to join SP students on LeX;
- (3.2.4) Fund all logistics as described in Item (3.1.4) for the running of LeX Surabaya and prototype implementation, and ensure that the remittance of funds to UMSby for payment of these logistics be made before the commencement of the LeX programme;
- (3.2.5) Offer a subsidised rate / sponsored participation for students from UMSby 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;
- (3.2.6) Evaluate the implementation of this programme and UMSby facilitators who are involved in the programme;

Article 4. New LeX Surabaya Programmes

- (4.1) UMSby can only initiate new LeX Surabaya 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) UMSby shall invite and allow students from SP and students from other LeX partner universities to participate in new LeX Surabaya programme/s.
- (4.3) SP reserves the right to audit the implementation of any new LeX programmes initiated by UMSby so as to ensure quality and consistency.

21

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) UMSby 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 UMS 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, UMS 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 UMSby. These UMSby related derivative works will be owned by UMSby.
- (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 UMSby 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

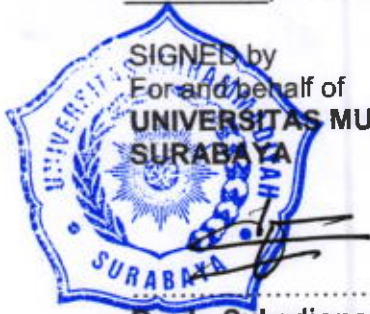
This document does not constitute a binding agreement and does not constitute any intention by the parties to create legal relations; its sole intention is to facilitate further discussion between the parties.



Article 11. Contact Person

Name	Pramudana Ihsan. S.Hum., M.Pd	Name	Lee Weijun
Designation	Head of International Office and Partnership	Designation	Manager
Address	Raya Sutorejo Street No. 59, Dukuh Sutorejo, Kec. Mulyorejo, Kota Surabaya, East Java 60113 Indonesia	Address	500 Dover Road (T11C32) Singapore 139651
Contact number	+62 31 381 3096 (Fax) +62 31 381 1966 (Phone)	Contact number	
Email	pramudanaihsan@fkip.um- surabaya.ac.id	Email	lee_weijun@spi.edu.sg

IN WITNESS WHERE OF, this Memorandum of Understanding was signed in duplicate at _____, on this 21 day of February, 2020 in the English Language.



SIGNED by
For and behalf of
**UNIVERSITAS MUHAMMADIYAH
SURABAYA**

.....
Dr. dr. Sukadiono, M.M
Rector

In the presence of

.....
Dr. A. Aziz Alimul H., S.Kep.,Ns., M.Kes.
Vice Rector I

SIGNED by
For and behalf of
SINGAPORE POLYTECHNIC

.....
HEE JOH LIANG
Deputy Principal
Singapore Polytechnic

In the presence of

.....
CHAI MIN SEN
Senior Director
Computing, Life Skills, Mathematics & The
Sciences
Singapore Polytechnic

In the presence of

.....
LIM LEE YEE
Director
Life Skills & Communication
Singapore Polytechnic