



MEMORANDUM OF UNDERSTANDING



BETWEEN

FACULTY OF AGRICULTURE
UNIVERSITY OF SRIWIJAYA

AND

STATE VOCATIONAL HIGH SCHOOL 1 SUNGAI ROTAN

ON

COLLABORATION IN EDUCATION, TRAINING, COMMUNITY SERVICE
IN AGRICULTURE, FISHERIES, AND LIVESTOCK

Number: 4761/UN9.1.5/DN/2022

Number: 42.5/135/SMKN1SR/Disdik.SS/09/2022

On this day, Monday nineteenth of September in the year of Two Thousand Twenty Two, We, the undersigned:

Prof. Dr. Ir. A.Muslim,M.Agr : Dean of the Faculty of Agriculture, Sriwijaya University, who in this case acts for and on behalf of the Faculty of Agriculture, Sriwijaya University, domiciled at the Sriwijaya University Indralaya Ogan Ilir Campus, hereinafter referred to as the **FIRST PARTY**.

Khoiri, S.Pd., M.Si : Principal of State Vocational High School 1 Sungai Rotan, who in this case acts and on behalf of State Vocational High School 1 Sungai Rotan which is domiciled in Sungai Rattan POSTAL Code 31357, hereinafter referred to as the **SECOND PARTY**.

The **FIRST PARTY** and the **SECOND PARTY** hereinafter collectively referred to as the **PARTIES**



The PARTIES shall first explain the following matters:

- 1) WHEREAS the FIRST PARTY is a higher education institution with a legal entity operating in the field of Higher Education.
- 2) WHEREAS the SECOND PARTY is a formal education institution at the secondary school level with a legal entity that has a need to improve the quality and educational aspects of students, teachers, and other employees.
- 3) THAT the PARTIES intend to enter into cooperation as further stipulated in this MoU.

The PARTIES agree to bind themselves in the Memorandum of Understanding with the following provisions:

**ARTICLE 1
SCOPE**

The PARTIES agree that the cooperation stipulated in this Memorandum of Understanding is in the form of:

- 1) Implementation of activities that are Education, Training, and Field Work Practices that can be carried out within the Universities of the FIRST PARTY and Schools of the SECOND PARTY..
- 2) THE FIRST PARTY provides an opportunity for the SECOND PARTY to be able to send teachers, employees, and students who want to take part in the Education, Training, Research, and Field Work Practice (PKL) program within the FIRST PARTY.
- 3) THE SECOND PARTY provides an opportunity for the FIRST PARTY to send Lecturers, and Students in the implementation of the MBKM program within the SECOND PARTY.

**ARTICLE 2
RIGHTS AND OBLIGATIONS OF THE FIRST PARTY**

- 1) The FIRST PARTY may offer particular education, training, and research programs in the agricultural sector in accordance with the proposals and/or needs of the SECOND PARTY.
- 2) The FIRST PARTY may place students in a field work practice program for a period of work determined by the FIRST PARTY or through a working time agreement from the FIRST PARTY and the SECOND PARTY.
- 3) The FIRST PARTY issues certificates for teachers, employees, and students who participate in education, training, and field work practices from the SECOND PARTY.
- 4) THE FIRST PARTY may send lecturers and students to carry out MBKM programs which are carried out within a certain period of time in the SECOND PARTY.

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- 5) The FIRST PARTY shall provide a Letter of Assignment to lecturers, education personnel and students who are involved in the implementation of education, training, research, and field work practices for the SECOND PARTY.
- 6) The FIRST PARTY may unilaterally terminate the education, training and practical work program if the program participants from the SECOND PARTY take actions that are against the law, are unethical and do not comply with the rules imposed in the activity program properly and leave it to the SECOND PARTY.

**ARTICLE 3
RIGHTS AND OBLIGATIONS OF THE SECOND PARTY**

- 1) Provide opportunities for students, teachers, and other employees to take part in educational programs, training, and field work practices held by the FIRST PARTY including providing support for the requirements for the implementation of the activity program.
- 2) THE SECOND PARTY has the right to obtain information and explanations from the FIRST PARTY regarding education, training and field work practices carried out by the FIRST PARTY.
- 3) THE SECOND PARTY issues Letters of Assignment for Teachers, Employees and Students who take part in education, training and field work practices at the FIRST PARTY.
- 4) The SECOND PARTY may place MBKM program students sent by the FIRST PARTY for a certain period of time in accordance with regulations or mutual agreement.
- 5) The SECOND PARTY issues certificates or reference for Lecturers and Students involved in MBKM activities from the FIRST PARTY.
- 6) The SECOND PARTY may unilaterally terminate the Educational Activity Program (MBKM) if the program participants from the FIRST PARTY take actions that are against the law, are unethical and do not comply with the rules imposed in the activity program properly and leave it to the FIRST PARTY.

**ARTICLE 4
FINANCING**

The financing arising as a result of the implementation of this Collective Agreement shall be borne by the **PARTIES** according to their respective duties and responsibilities and/or upon mutual agreement in a separate Memorandum of Understanding which is approved and signed.

by the **PARTIES** which are an integral and inseparable part of the memorandum of understanding.

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**ARTICLE 5
TIME PERIOD**

- 1) This Memorandum of Understanding is effective since it is signed by BOTH PARTIES which will be valid for a period of 5 (five) years.
- 2) Notification of the termination of the cooperation will be informed in writing and sent no later than one (1) month before the effective date of termination of the cooperation.

**ARTICLE 6
LAW AND DISPUTE SETTLEMENT**

- 1) The law that applies to this Memorandum of Understanding is the Law of the Republic of Indonesia.
- 2) If in the future a dispute arises in the implementation of this Memorandum of Understanding, the PARTIES agree to settle it by deliberation and consensus.
- 3) If the settlement of the dispute as referred to in Article 5 paragraph two (2) cannot be carried out, then the PARTIES agree to settle in accordance with the provisions of the applicable laws and regulations.

**ARTICLE 7
OTHER PROVISIONS**

- 1) Matters that have not been sufficiently regulated in this Memorandum of Understanding will be regulated later between the PARTIES and set forth in the form of a written document/amendment signed by the PARTIES.
- 2) THE PARTIES hereby represent and warrant that each party who signs this Memorandum of Understanding is legal representatives of the PARTIES so that this Memorandum of Understanding is valid and binding on the PARTIES.

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**ARTICLE 8
CLOSING**

This Memorandum of Understanding is made in duplicate (2) which will be affixed with sufficient stamp duty, and the PARTIES will have the same legal force after the Memorandum of Agreement is signed by the FIRST PARTY and the SECOND PARTY on the day and date mentioned above.

For and on behalf of the Faculty of
Agriculture, Sriwijaya University

THE FIRST PARTY

For and on behalf of State Vocational
High School 1 Sungai Rotan

THE SECOND PARTY

**Prof. Dr. Ir. A. Muslim, M.Agr NIP.
196412291990011001**

**Khoiri, S.Pd., M.Pd
NIP. 197805252006041011**

