

FEBRUARY 2018

LOUGHBOROUGH COLLEGE

and

POLITEKNIK NEGERI SAMARINDA

**MEMORANDUM OF
UNDERSTANDING**

IMPORTANT NOTE:

This is a precedent memorandum of understanding for use by Loughborough College only in collaborating on a non-contractual basis with other colleges. This box and the text in square brackets throughout should be replaced where indicated or otherwise deleted before sharing with the partner organisation.

This is a not a legally binding agreement and should not be used as such. Where there are any obligations for the transfer of money, assets, rights and so on between parties please seek legal advice before proceeding.

NWL Legal Focus, October 2017

THIS MEMORANDUM OF UNDERSTANDING (“MoU”):

February of 2015

BETWEEN

- (1) **LOUGHBOROUGH COLLEGE** of Radmoor Road, Loughborough, Leicestershire, LE11 3BT, ENGLAND (“**Loughborough College**”); and
 - (2) **POLITEKNIK NEGERI SAMARINDA** of Jl. Cipto Mangunkusumo, Kampus Gunung Lipan, Samarinda 75131, East Kalimantan, INDONESIA (the “**Education Partner**”),
- each a “party” and together the “parties”.

1. BACKGROUND

- 1.1 Loughborough College and the Education Partner have agreed to collaborate together for the benefit of students enrolled at the Education Partner.
- 1.2 The parties wish to record the basis on which they will collaborate with each other.

2. COLLABORATION

- 2.1 The parties agree to collaborate, to the extent that they are lawfully able, on the basis and in the manner set out at Appendix 1.

3. PRINCIPLES OF COLLABORATION

The parties agree to adopt the following principles when collaborating under this MoU:

- (a) Collaborate, co-operate and act in good faith;
- (b) be open. Communicate openly about major concerns, issues or opportunities relating to the collaboration under the MoU;
- (c) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices;
- (d) adopt a positive outlook. Behave in a positive, proactive manner;
- (e) adhere to statutory requirements and best practice. Comply with applicable laws and standards;

- (f) act in a timely manner;
- (g) manage stakeholders, including students, effectively; and
- (h) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU.

4. QUERIES AND COMPLAINTS

If either party receives any formal inquiry, complaint, claim or threat of action from a third party, including a student, in relation to the collaboration under this MoU, the matter shall be promptly discussed by the Representatives (whose details as at the date of this MoU set out at Appendix 1), who will seek to agree an appropriate response.

5. INTELLECTUAL PROPERTY

- 5.1 The parties intend that any intellectual property rights created in the course of the collaboration subject of this MoU shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties, then jointly).
- 5.2 Any intellectual property rights belonging to a party at the date of this MoU shall be retained by that party notwithstanding the commencement of this MoU.

6. TERM AND TERMINATION

- 6.1 This MoU shall commence on the date of signature by both parties, and shall continue until terminated by either party.
- 6.2 Either party may terminate this MoU by giving at least 6 month (180 days) notice in writing to the other party, such notice not to expire sooner than the first anniversary of this MoU.

7. VARIATION

This MoU, including the Appendices, may only be varied by written agreement of both parties.

8. CHARGES AND LIABILITIES

- 8.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

Appendix 1

The Representatives

REPRESENTATIVES

Loughborough College

Name: Gemma Knott
Office address: Radmoor Road, Loughborough,
Leicestershire, England
Tel No: +44 1509 618375
E-mail Address:

POLITEKNIK NEGERI SAMARINDA

Name: Dr. Indah Martati SE, MM
Office Address: Jl. Cipto Mangunkusumo, Kampus
Gunung Lipan, Samarinda 75131
East Kalimantan, INDONESIA
Tel No: +62541- 260588
E-mail Address: puik@polnes.ac.id /
indahmartati6@gmail.com

Appendix 2 Purpose of Collaboration

[NOTE: This should set out in more detail the basis on which the two College's are going to work, i.e. what are the details of the project or co-working which have been agreed. It should be sufficiently detailed that someone with no knowledge of the relationship could pick it up and understand from it how the parties will work together. Remember, if it is not included in here, it won't be governed by the MoU, so you should make it as a comprehensive as possible and avoid relying on assumed or prior knowledge. It should clearly set out what both parties are bringing to the arrangement and what each will do as part of the collaboration.]

This might also set out certain objectives you will be working towards together.

Please note this is not a legally binding confidentiality agreement and any proposal which involves sharing such information should be considered carefully as to whether formal confidentiality obligations would be appropriate.]

Application for Memorandum of Understanding

Proposal for Facilitating an MOU between Loughborough College and another Institution based overseas or in the UK

Name of LC proposer	Gemma Knott
Email	
Department	Director of Business Development
Departments involved/ Institution-wide	Loughborough College
Date proposal initiated	February 12th 2018

SECTION 1 – Institutional Information	
1.1	Name and location of Institution: Politeknik Negeri Samarinda
	Full address of Institution: Jl. Cipto Mangunkusumo, Kampus Gunung Lipan, Samarinda 75131 East Kalimantan, INDONESIA
	Website: www.polnes.ac.id
	Contact name: Dr. Indah Martati SE, MM
	Contact position/ role: Head of International Office
	Contact email: puik@polnes.ac.id / indahmartati6@gmail.com
	Head of Institution name: Ir. Ibayasid, M. Sc
	Head of International Office name: Dr. Indah Martati SE, MM
	Contact email: puik@polnes.ac.id / indahmartati6@gmail.com
1.2	Type of Institution (please tick) <input type="checkbox"/> High School <input checked="" type="checkbox"/> FE College <input type="checkbox"/> Other – please specify
1.3	Legal Status (please tick) <input checked="" type="checkbox"/> Publicly funded <input type="checkbox"/> Private <input type="checkbox"/> Charitable
1.4	Range of awards offered (please tick one or more) <input type="checkbox"/> up to high school diploma <input checked="" type="checkbox"/> vocational diploma <input type="checkbox"/> professional qualifications <input type="checkbox"/> other: Please specify
1.5	Total student numbers Total number of staff: Academic 237 Administration 150
1.6	Is Institution recognized? (please tick one or more) <input type="checkbox"/> NARIC <input type="checkbox"/> Professional bodies <input type="checkbox"/> British Council <input checked="" type="checkbox"/> State Recognition
1.7	Existing links and nature of the links with other UK academic institutions if any None

SECTION 2 – Rationale for Agreement

- 2.1 New Agreement Renewal
 Addendum to Existing Agreement Broadening an Existing Arrangement

- 2.2 Type of collaboration (please tick one or more)
 Student/staff exchange Articulation (e.g. 2+2, 3+1) Bi-spoke programmes
 Pathway programme (e.g. foundation)

2.3 Brief description of the proposed arrangement

We will choose only qualified students based on their academic records. Both institution should have their own requirements to classify the candidates. Standard academic records, language ability and other general requirements from Loughborough College will be our guide to select the candidates from the beginning.

2.4 Rationale for agreement

- Loughborough College is known for its high percentage number of graduate students who successfully hire by company soon after they graduate. Its teacher is also knowledge formally by getting achievement as teaching excellence framework in 2017.
- Both institution have common focus on education which is vocational and professional graduate students.
- Learn from Politeknik Negeri Semarang, they have received massive experience and knowledge by involved in cooperation with Loughborough College.
- In conclusion, we highly interest on doing exchange student and teacher program to improve better understanding and experience in order to increase students or staff standards of professionalism. Other than that, we are eager to incorporating employability skill into our curriculum.
- Here are majors expected to cooperate with Loughborough College:
 - Accounting
 - Business
 - Engineering
 - Electrical Installation
 - Hospitality & Catering
 - IT & Media Production
 - Leisure & Tourism
 - Marketing

2.5 Proposed start date of agreement May 2018

2.6 Date of expected first cohort of students Summer 2018

2.7 Estimated no. students per year 4 Students

2.8 Is an agent involved in this agreement?
 No
 Company Name:
 Company Address:
 Contact Person:
 Position in Company:
 Contact email:

Signed:



Ir. Ibayasid, M.Sc
 Director of Politeknik Negeri Samarinda

Date:

February 12th 2018

International Office Use Only

Agreement code:

Version:

SECTION 3 – Due diligence and Risk assessment**3.1 Financial Issues**

Our institution activities are entirely funded by Government. Some of other activities are funded by private such as private company or foundation by giving sponsorship or scholarship for student program.

3.2 Departmental Resources

We have no issue about human resources or staff in each department. Number of academics and administration staff cover all the work and responsibility of our institution.

3.3 Other Issues

We are hoping from this cooperation will encourage and improve students skill and international standard quality.

3.4 Academic Quality

- Our quality management system in standardize by ISO 9000
- Accreditation B from National Accreditation Board for Higher Education

3.5 Financial Impact

We used to plan everything ahead about financial issues and budgetting all the possibility with Government support and Scholarship. We are expecting 4 students/staff for exchange program each year.

3.6 Insurance Risk

All of our students are covered by general insurance.

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Perceived risk:

 Low Medium High

International Office Use Only
Agreement code:
Version:

Section 4 – Approval in Principle

Approved by International Office

Signed:
(International Recruitment Manager)

Date: February 12th 2018

Approved by Vice Principal

Signed:
Gemma Knott
(Director of Business Development)

Date: February 12th 2018