# Memorandum of Agreement

Between

# PT LIFELONG LEARNING

and

# UNIVERSITAS TRILOGI

For

# The International Certificate Partnership Program

lifelong

MULTIMATICS AXA Tower 37<sup>th</sup> Floor, Jl.Prof.Dr. Satrio Kav. 18 Kuningan City, Jakarta Selatan T: 021-30056123 | F: 021-30056124 | www.multimatics.co.id

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# MEMORANDUM OF AGREEMENT PT Lifelong Learning and Universitas Trilogi THE INTERNATIONAL CERTIFICATE PARTNERSHIP PROGRAM PT Lifelong Learning No. 07/ICPP/VII-14

Universitas Trilogi No. 07/TRILOGI/Retfor/MOA/V/2014

NO. OF/TRILOGI/Rector/ MOA/V/2014

This MOA is made and entered into by and between:

PT. LIFELONG LEARNING, a corporation duly organized and validly existing under Indonesian laws, with principal office at AXA Tower 37<sup>th</sup> Floor, Jl. Prof. DR. Satrio Kav. 18, Setiabudi – Kuningan, Jakarta Selatan 12940, Indonesia, hereinafter referred to as "MULTIMATICS".

and

**UNIVERSITAS TRILOGI** an educational institution duly organized and validly existing under Indonesian laws, with principal office Jl. Taman Makam Pahlawan No.1 Kalibata, Jakarta Selatan 12760, Indonesia, hereinafter referred to as "UNIVERSITAS TRILOGI".

#### RECITALS

The parties shall enter into a Memorandum of Agreement (the "MOA") to run and implement the International Certificate Partnership Program from MULTIMATICS to UNIVERSITAS TRILOGI's students.

At the end of the ICPP program, students will receive a certification from FORESEC, CISCO, PASAS, AXELOS, ISACA, MULTIMATICS, MICROSOFT, ADOBE, and AUTODESK certification body partners and vendors of MULTIMATICS on the following certification programs:

#### 1. MICROSOFT Certification Programs

- Microsoft Technology Associate (MTA)
- Developer Exams
  - 1. Software Development Fundamentals
  - 2. Web Development Fundamentals
  - 3. Windows Development **Fundamentals**
  - 4. .Net Fundamentals
  - 5. HTML 5 Application Developer **Fundamentals**
  - 6. Gaming Development **Fundamentals**
  - 7. Mobile Development **Fundamentals**
  - 8. Software Testing Fundamentals

- Database Exams
  - 1. Database Administration **Fundamentals**
- IT Professional Exams
  - 1. Windows Server Administration Fundamentals
  - 2. Networking Fundamentals
  - 3. Security Fundamentals
  - 4. Windows Operating System **Fundamentals**

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#### Microsoft Office Specialist (MOS)

- Word 2013
- Excel 2013
- PowerPoint 2013
- Access 2013

## 2. Adobe<sup>®</sup> Certified Associate (ACA) Certification Programs

- Web Communication using Adobe Dreamweaver
- Rich Media Communication using Adobe Flash Professional
- Visual Communication using Adobe Photoshop
- Visual Communication using Adobe Premier Pro
- Visual Communication using Adobe Illustrator
- Visual Communication using Adobe InDesign

## 3. Autodesk<sup>®</sup> Certified User (ACU) Certification Programs

- AUTOCAD
- Autodesk Inventor
- Autodesk Maya
- Autodesk 3Ds Max

#### 4. FORESEC Certification Programs

- FORESEC Certified in Networking Security (FCNS)
- FORESEC Certified in Computer Hacking (FCCH)
- FORESEC Certified in Disaster Recover Planner (FCDRP)
- FORESEC Certified in Forensic Expert (FCFE)

#### 5. PASAS Certification Programs

- Certified International Project Management Associate/Professional (CIPMA/P)
- Certified International Supply Chain Associate/Professional (CISCA/P)
- Certified International Business Intelligence Associate/Professional (CIBIA/P)
- Certified International Finance Management Associate/ Professional (CIFMA/P)
- Certified International Sales Management Associate/Professional (CISMA/P)

### 6. CISCO Certification Program: CCNA Exploration

## 7. MULTIMATICS Certification Programs

- Advanced Certificate in Information Technology (ACIT)
- Certificate in Graphics Multimedia Technology (CGMT)
- Certificate in Mobile Application Development (CMAD)
- Certificate in Computer Software Engineering (CCSE)

## 8. LPDCP Certification Programs

- Multimatics/AXELOS: IT Infrastructure Library Foundation (ITIL)
- Multimatics/ISACA: Cobit 5 Foundation
- Multimatics: Certified Information Systems Security Professional (CISSP)
- Multimatics: Certified Information Systems Auditor (CISA)
- Multimatics: Certified Information Security Manager (CISM)

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- Outlook 2013
- OneNote 2013
- SharePoint 2013

Pursuant to the MOA, the parties execute this Agreement to define their respective rights and obligations in running and implementing these **MULTIMATICS** programs in **UNIVERSITAS TRILOGI**.

For, and in consideration of, these premises and the terms and conditions of this Agreement, the parties agree as follows:

#### **1. OBLIGATIONS OF MULTIMATICS**

**MULTIMATICS** shall provide the whole program of ICPP to run and implement by **UNIVERSITAS TRILOGI**. For this purpose, **MULTIMATICS** shall undertake the following obligations:

- a. Provide UNIVERSITAS TRILOGI with the curriculum including the description of its courses, which shall be used by UNIVERSITAS TRILOGI under this collaboration program ("Program"). The courses shall be aligned with the requirements set by the Ministry of Education;
- Assist UNIVERSITAS TRILOGI in its curriculum development and co-curricular activities, such as conduct of student orientation program and community service;
- c. Provide at least one (1) soft copy of the courseware and other materials needed for the course implementation. These course materials shall remain the intellectual property of **MULTIMATICS**. **UNIVERSITAS TRILOGI** shall ensure that the Program materials are reproduced only with the written permission of **MULTIMATICS**;
- MULTIMATICS will train UNIVERSITAS TRILOGI lecturers depending on the number of students for each program, who shall be involved in the "Program".
  For additional number of lecturers and staff, the parties shall discuss and come up with a consensus.

**MULTIMATICS** shall train these **UNIVERSITAS TRILOGI** lecturers before the start of Odd or Even Semester at Multimatics premises only.

e. Issue the certificates to the students who have successfully completed all the requirements for the courses under the **MULTIMATICS** - **UNIVERSITAS TRILOGI's** academic collaboration program.

Those students who doesn't completed and pass the certification exam for certification programs number **1** to **6** will receive **MULTIMATICS** Certificate of Attendance.

f. Provide one person who will serve as the Project Coordinator to oversee the proper implementation of the Program and liaison between **MULTIMATICS** and **UNIVERSITAS TRILOGI**. **MULTIMATICS** shall be the employer of this coordinator and shall pay such coordinator's salaries and other benefits under relevant contracts and laws;

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g. Provide/Assists UNIVERSITAS TRILOGI to get the designs of marketing collaterals to promote the "Program" if requested, and shall approve concepts, designs and/or softcopies as well as hardcopies of marketing materials from UNIVERSITAS TRILOGI prior to publication or distribution to the market.

#### 2. OBLIGATIONS OF UNIVERSITAS TRILOGI

**UNIVERSITAS TRILOGI** shall undertake the following obligations that are indispensable to the implementation of the Program:

- a. Run and implement the **MULTIMATICS** ICPP program. **UNIVERSITAS TRILOGI** shall determine the schedule of classes for each Program.
- b. Make the program modules as the compulsory subjects at UNIVERSITAS TRILOGI'S Curriculum per semester starting Odd Semester of Academic Year 2014/2015 onwards.
- c. Assign one (1) Project Coordinator who shall oversee the proper implementation of the Program and who shall serve as liaison between UNIVERSITAS TRILOGI and MULTIMATICS. UNIVERSITAS TRILOGI shall be the employer of this coordinator and shall pay such coordinator's salaries and other benefits under relevant contracts and laws;
- d. Employ and nominate the lecturers for the FREE training to be conducted by each vendor in pursuan to Section 1.d for the implementation of the Program. UNIVERSITAS TRILOGI shall be the employer of these lecturers and staff, and shall pay their salaries and other benefits under relevant contracts and laws;

Shoulder the transportation of the nominated lecturers who will attend the training at Multimatics.

e. Ensure the following that:

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- Protection of the Program Materials, including those jointly developed by MULTIMATICS and UNIVERSITAS TRILOGI are kept confidential and/or (ii) are reproduced, or otherwise used, only with the written consent of both parties;
- All requirements prescribed by **MULTIMATICS** if needed, including the curriculum, lecturers, and fees structure, are observed in coordination with vendors guidelines; and
- No concepts and/or designs, either in softcopy or hardcopy, of marketing materials and collaterals in print or online shall NOT be released, published, or distributed without the prior approval from **MULTIMATICS**.
- f. Provide MULTIMATICS copies of student grades at the end of each semester for the issuance of the certificates to UNIVERSITAS TRILOGI's students. MULTIMATICS and UNIVERSITAS TRILOGI shall agree on the project marking schemes for quality assurance.

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g. Provide **MULTIMATICS** the school academic calendar each year for the alignment of activities.

#### 3. FEES AND PAYMENT SCHEDULE

- a. The **MULTIMATICS** certification service fees shall be **SIX MILLION RUPIAH** (**Rp. 6.000.000,-**) per student per program. Each student will get a one package certification with 2 certification programs.
- b. Programs material cost and certification examination fee is included in the mentioned amount based on the total number of students enrolled for every program.
- c. The payment fee will be based on the following methods:

For students who take the following international certification programs, will be paid in installment based on the following duration of payment:

No.	Type of Program	Duration of Payment
1.	Insertion Program (Sandwich Program) with FT UI*	4 semesters
2.	Double Degree program with HELP University	6 semesters
3.	IIC-IIUM Diploma Program	4 semesters

\*That is until the students attending the insertion programs at Universitas Trilogi

d. **UNIVERSITAS TRILOGI** shall provide **MULTIMATICS** an accounting of the collected fees whenever it pays **MULTIMATICS**.

#### **TERM OF AGREEMENT**

**Effectivity**. This Agreement shall be effective for **five (5) years** from the start of the **Odd Semester Academic Year 2014/2015** and terminating at the end of **Even Semester Academic Year 2018/2019**, unless the parties, by written Agreement, pre-terminate or extend the term of this Agreement.

#### POST-TERM OBLIGATIONS

Upon the termination or expiration of this Agreement, **UNIVERSITAS TRILOGI** shall have the following obligations:

- a. In the event UNIVERSITAS TRILOGI operates some other business, UNIVERSITAS TRILOGI shall not use any reproduction, counterfeit, copy, or colorable imitation of the Program Materials or other intellectual property of MULTIMATICS, either in connection with such other business or the promotion thereof, which shall likely deceive the public or cause confusion or mistake. UNIVERSITAS TRILOGI shall not utilize any indicia of operation, designation or origin, description or representation which may falsely suggest or represent an association or connection with MULTIMATICS so as to constitute unfair competition;
- b. UNIVERSITAS TRILOGI shall pay MULTIMATICS all sums owing to MULTIMATICS within thirty (30) calendar days from date of termination or expiration of this Agreement.

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expiration of this Agreement.

c. MULTIMATICS shall pay UNIVERSITAS TRILOGI all sums owing to UNIVERSITAS TRILOGI within thirty (30) calendar days from the date of termination or expiration of this Agreement.

#### . MISCELLANEOUS

- a. All correspondence relative to this Agreement, including demand letters, summonses, requests, or notices shall be personally delivered or transmitted by postage prepaid registered mail to the respective addresses of the parties as set forth above.
- b. If any provision, term or condition of this Agreement or the application hereof to any person or circumstance is held invalid, the other provisions, terms and conditions hereof and the application of such provisions, terms and conditions to other persons or circumstances shall not be affected thereby.
- c. The written consent of the parties shall be required for any amendment or waiver of the terms and conditions of this Agreement.
- d. Indonesian laws shall govern this Agreement.
- e. The parties shall institute any legal action or proceeding arising out of or relating to this Agreement only in any competent court in Jakarta, Indonesia and, by execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or proceeding for themselves and in respect of their properties or assets, generally and unconditionally, the jurisdiction of any such court.

witness whereof, the parties have caused the execution of this Agreement on this  $1^{st}$  ay of July 2014 in Jakarta.

T. LIFELONG LEARNING:



R. AGUS SETIAWAN, SE, MM recutive Director

gned in the Presence of:

2. SUPARNO ADIJANTO 2sident Director

UNIVERSITAS TRILOGI

**DR. R. DWI SUNU KANTO, M.Sc.** Vice Rector

Signed in the Presence of:

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DR. AAM BASTAMAN, SE. M.Si. Academic Vice Rector

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