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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**POLITEKNIK NEGERI UJUNG PANDANG**

**AND**

**SINGAPORE POLYTECHNIC**

**CONCERNING**

**COOPERATION IN**

**SOCIAL INNOVATION PROJECTS (SIP)**

**MAKASSAR, INDONESIA**

This Memorandum of Understanding [hereinafter referred to as MOU] is made between the Politeknik Negeri Ujung Pandang (hereinafter referred to as 'PNUP'), having its principal office at JL. Perintis Kemerdekaan KM-10 Tamalanrea, Makassar 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.

PNUP 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 Makassar (LeX MKS) in Makassar 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.

### **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. It may be renewed for further (3) years by mutual written agreement. 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) PNUP shall:

- (3.1.1) Nominate three lecturers to co-facilitate each LeX programme for the full duration of 14 days. These co-facilitators, should attend a 4-day

training session before the execution of a programme. Each partner will be expected to run up to 2 LeX programmes per year for a period of three years;

- (3.1.2) Nominate matching number of PNUP students to international students, up to 25 students. Targeted students per run are 50 – 60 students in total;
- (3.1.3) Arrange and coordinate logistics that are necessary for the execution of the project including:
  - Accommodation
  - Transportation
  - Meals
  - University Venue Support
  - A Coordinator;
- (3.1.4) Locate PNUP able local communities for the LeX MKS project and participate in joint recce trips with SP to ascertain the ability of the communities;
- (3.1.5) Continue to work on the outcome solutions of the LeX MKS project as follows:
  - Convert into student projects to be implemented with the communities; or/and
  - Work with industries to fully develop the solutions;
- (3.1.6) Establish a PNUP Sub-Committee to manage and review the LeX MKS programme;
- (3.1.7) Enable the key representatives of the PNUP Sub-Committee members to participate as members of the Regional LeX Main Committee in the annual LeX Programme review;

(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 PNUP 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) Send international students to join SP students on LeX;
- (3.2.4) Fund all logistics as described in Item (3.1.3) for the running of LeX MKS;
- (3.2.5) Fund the following:
  - Joint Annual LeX Conference for LeX partners;
  - Learning Express Website;
- (3.2.6) Provide special rates for PNUP students to take part in other LeX Programmes;





- (3.2.7) Sponsor participation of Learning Express Singapore for PNUP students. The numbers of students who may be sponsored will be determined when the programmes become available;
- (3.2.8) Reserve the right to audit the implementation of this programme and the PNUP facilitators who are involved in the programme;

#### **Article 4. New LeX MKS Programmes**

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

#### **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) PNUP 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 PNUP 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, PNUP 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 PNUP. These PNUP related derivative works will be owned by PNUP.
- (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 PNUP 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 [PNUP]: Sitti Sahriana

Designation: Head of International Office

Address: Politeknik Negeri Ujung Pandang  
Jl. Perintis Kemerdekaan Km. 10,  
Tamalanrea, Makassar  
Contact number: +6282192876553  
Email: rianakresna@gmail.com

Name [SPI]: PHUA HUISHAN

Designation: Training Manager

Address: 500 DOVER ROAD T11C32  
Singapore 139651  
Contact number: +65 68790337  
Email: phua\_huishan@spi.edu.sg

IN WITNESS WHERE OF, this Memorandum of Understanding was signed in duplicate at Makassar, on this 3 day of May, 2016 in the English Language.

SIGNED by  
For and behalf of  
**POLITEKNIK NEGERI UJUNG PANDANG**



**HAMZAH YUSUF**

Director  
Civil Engineering

In the presence of

A simple, stylized handwritten signature in black ink.

**TRI HARTONO**

Vice Director IV  
Chemical Engineering

SIGNED by  
For and behalf of  
**SINGAPORE POLYTECHNIC**



.....  
**HEE JOH LIANG**  
Deputy Principal, Development

In the presence of



.....  
**HELENE LEONG-WEE KWEE HUAY**  
Director  
Department of Educational Development



.....  
**LEE LECK SENG**  
General Manager  
Singapore Polytechnic International