



## Memorandum of Understanding

## BETWEEN

Universitas Pancasakti Tegal, Indonesia

## AND

Curriculo Solutions Ltd 2/3 48 West George St, Glasgow G2 1BP Scotland

WHEREAS, Universitas Pancasakti Tegal, Indonesia, a registered University Registration No (Jalan Halmahera KM. 1 Kota Tgeal 52121) (PARTY NO.1)

AND

WHEREAS, as a Limited Company by Guarantee Curriculo Solutions, a leading and role model trade organisation adopting best international practices. (PARTY No.2)

This Memorandum of Understanding is to take effect from 10<sup>th</sup> Nov 2021. The main features of the MOU are given under:

- 1. This Memorandum of understanding signifies a statement of intent to collaborate and create alliance, but is not a legally binding document.
- 2. It recognises the intention of CURRICULO SOLUTIONS LTD and Universitas Pancasakti Tegal, Indonesia to establish a relationship to cooperate and to work together for their mutual benefit. The parties may seek to encourage and develop collaborative activities in various ways, including exchange of scholarly ideas / expertise, the support of specific discipline interaction and development of programs focusing on student development through:
  - a. Education & Development
- 3. Curriculo Solutions will offer support to Universitas Pancasakti Tegal, Indonesia in its primary aim of bridging the gap in education and preparation for employment through engagement of its staff and members. As an initial phase, Curriculo will offer support in an agreed project to supply its on-line Industry Engagement Programme (IEP) for an agreed price and for an agreed number of students followed by a review to establish the mutual value of expanding activities.

- 4. Separate agreements for any future collaboration agreed are required. The parties understand that any financial consideration associated with any forms of collaboration will be dealt with separately via a legal contract.
- 5. Both parties recognise the value of this Memorandum of Understanding in promoting its programmes and activities. All promotional material / activity, as deemed necessary by the other party may utilise the logos of the other party however, it is agreed that each parties' Intellectual property (IP) / ownership of trade marks, logos, marketing materials, learning content, systems, technology, 'know how' and anything else which a party considers to be his IP shall remain intact. A separate Non-disclosure agreement (NDA) will also be signed by both parties to underpin this principle.
- Each party warrants that IP and items considered to be owned by the other party shall not be claimed for use by the other party without written consent. Certain IP rights will also be covered under the confidentiality clause – clause 5 above.
- Any misappropriation or use of the other party's IP without consent may lead to the dissolution of this agreement and the aggrieved party shall be entitled to seek compensation for any resulting financial loss and damages.
- 8. Information exchanged between the two parties may be of a confidential or proprietary nature relating to products, businesses, strategies and proposed businesses. Such disclosures may include but are not limited to: information concerning intellectual property (e.g. as product or process ideas and concepts, patents, know how, product designs, trade- marks, copyright and rights in the nature of copyright); customer information; strategies, finances; and/or plans; in whatever form any of these may take (whether verbal, electronic or in some tangible form) and whether or not they are labelled or designated as such (all together, in each case the "Confidential Information" of the relevant party). For the avoidance of doubt, Confidential Information shall include any reports, abstracts, summaries and/or evaluations prepared by the parties or on the parties' behalf which are based on or relate to the Confidential Information: Confidential Information may also include information belonging to third parties to whom the parties owe an obligation of confidence. The Confidential Information shall at all times remain the property of each party and nothing in this Agreement or the supply of any information shall be interpreted as granting any interests or rights (including licences) to the other party and neither shall be obliged to enter into any contract, agreement or arrangement in relation to the Confidential Information or otherwise.
- This Memorandum of Understanding is for an initial period of 12 months in the first instance, and will be reviewed / renewed thereafter.
- 10. Each party has the right to discontinue the arrangement by notifying the other party. The said Memorandum of Understanding may also be terminated at any time by mutual consent of all the parties.

11. In case of discontinuance, the parties will honour agreed commitments either via the accepted arrangements or suitable alternative negotiations as required.

Karen Glen Director

On behalf of CURRICULO SOLUTIONS Ltd

Dr. Taufiqulloh, M.Hum Rector

On behalf of Universitas Pancasakti

Tegal Indonesia

Signed:

Date: 10th Nov 2021

REKTOR

Date: 10th Nov 2021