MEMORANDUM OF UNDERSTANDING
between
PARAMADINA UNIVERSITY
and
PA INTERNATIONAL FOUNDATION
No. : SP-002/REK/UPM/XI/19

This Memorandum of Understanding is agreed and signed today, the 21st of November 2019 (21-11-2019), by and between:

Prof. Firmanzah, Ph.D

: The Rector of Paramadina University is legitimately acting for and on behalf of the University of Paramadina, domiciled at Jalan Jend. Gatot Soebroto Kav.97, Mampang, South Jakarta, and is in this Memorandum of Understanding further referred to as the FIRST PARTY.

Rio D. Praaning Prawira Adiningrat

: The Secretary General of the PA International Foundation acts for and on behalf of the PA International Foundation, domiciled on Lange Voorhout 100, 2514EJ, The Hague, and is in this Memorandum of Understanding further referred to as the SECOND PARTY.

The FIRST PARTY and the SECOND PARTY (hereinafter referred to jointly as "The Parties"), first explain:
- That the FIRST PARTY is an institution engaged in education and development.
- That the SECOND PARTY is a not-for-profit foundation in accordance with both Dutch and Indonesian regulations and aims to use advanced technologies to assist with the development and implementation of projects regarding notably water security, food security and safety and job security
- In connection with this, the Parties agree to establish a joint CEMARA (Community Empowerment through Responsible Action) program that aims to assist the people of an inner city community to together repair dilapidated housing through the use of 3D printing technology while collecting plastic waste as a required raw material and subsequently through a 'market pull' research start producing, marketing and selling for the sole benefit of the relevant inhabitants 3D printing produced products on commercial terms through the technical and hands-on assistance of the First Party using equipment donated by the Second Party.
Article 1
Cooperation Objectives

By signing this Agreement, the PARTIES will develop a joint collaboration programme that will include:

1. The provision of 3D printing equipment and project management by the Second Party
2. The provision of adequate numbers of highly motivated and adequately educated and trained students under the guidance of the relevant and duly authorized senior lecturers at the First Party to work with the 3D printing equipment, to train possibly jointly with the students of an in situ vocational training school local people in the selected inner city quarter to practically improve each others’ housing and to establish the requirements for subsequent commercial 3D printing based activities
3. Through senior staff persons of both Parties the joint supervision and evaluation of the implementation of the program.

Article 2
Obligations and Rights

Obligations and Rights of the FIRST PARTY

1. Jointly with the Second Party establish a Steering Group at senior level that establishes a (number of) working groups including leading representatives of all stakeholders including students and local citizens. The Steering Group will first of all secure permission to operate in the target area by the relevant authorities. The Rektor/Dean of the First Party will appoint Mr. Emil Radhiansyah as duly authorized senior representative in this Steering Group; the Secretary General of the Second Party will appoint Ms. Cleo Indaryono as the duly authorized representative in this Steering Group; the Steering Group will be co-chaired by the both Parties. The Steering Group will have a Professional Rapporteur appointed (and paid) by the Second Party. This Rapporteur will host the working groups to be established.

2. Engage in joint preparations for the project as referred to in the preamble including the identification of a partnership with an in situ vocational training school.

3. Include the project in or connect it to the most relevant University curriculae and secure an academic advantage to those students participating in the project.

4. Motivate and mobilize student participants timely for participation in the project.

5. Place in secured area at the premises of the First Party the 3D printing machine(s) and instruct the relevant (engineering or technical) students in working with the 3D printing equipment with the support of the company that produces the 3D printing equipment.

6. Takes responsibility for the maintenance and adequate operating of the 3D printing machine(s).

7. Jointly with the Second Party research the socio-economic-psychological environment in situ in the inner city selected by the Second Party.

8. Obtain the right to publish about the goal and accomplishments of the project including the technical, economic, social, financial and sustainability/circular economic consequences of the project for the innercity society while developing a ‘model’ that can be implemented by any other innercity quarters.

9. Collaborates fully with the Second Party and the duly appointed contact persons in the selected innercity area and consults with these partners whenever desirable or necessary.
10. After the successful conclusion of the project and the development of a model for scaling up throughout Jakarta's innercity the 3D printing equipment will be donated by the Second Party to the First Party on conditions of continued proper and society-supporting use.

11. Together with the Second Party, the First Party takes responsibility for the full implementation and reporting of the program.

**Obligations and Rights of the SECOND PARTY**

1. Provide for free the required 3D printing machine(s) to the First Party while ensuring adequate training in the use of the 3D printing equipment provided to the First Party.

2. Provide transportation and meals for the students when on mission to the target area.

3. Provide one Co-chair and the Rapporteur to the Steering Group; the Rapporteur will also host the Working Groups. The Co-chair for the Second party will also be in control of and be responsible for the budget.

4. Help select and work with an *in situ* Vocational Training School with which the Second Party will engage in specific and mutually agreed organizational and budgetary arrangements.

5. Provide protection for the participating students through a group insurance policy (modelled on the arrangement for UNSIL/UMTAS for the OTIFA project).

6. Provide strategy and management for the successful and complete implementation of the projects.

7. Co-host regular management meetings with the duly appointed leaders of the First Party and with the leaders of the group of participating students.

8. Provide information and communications with (all relevant) persons in the target area and secure appropriate agreements with the leadership of the selected innercity area.

9. Provide assistance with local and finally media coverage so that the developed model can be noted and pursued by other interested innercity areas.

10. Jointly with the First Party bring the project to the attention of the highest city and national authorities for potential duplication.

**Article 3**

**Time and Implementation Conditions**

This agreement is valid from December 1, 2019 and will expire at the end of the project in the selected innercity area and following the drafting of a joint concluding report. This is expected to be at the end of the academic year in 2020. This Memorandum of Understanding will be followed by mutually agreed documents detailing the operating methods of the Steering Group and Working Groups, timelines, deliverables and required budgets. All of these documents including this Memorandum of Understanding can be adapted with mutual agreement.

**Article 4**

**Financing**

The details and costs arising from the future collaboration will be further defined in a mutually agreed operational plan and budget while respecting all applicable laws and regulations.
Article 5
Implementation

To secure adequate implementation of the project both Parties will establish a senior Steering Group and Working Groups as referred to in Article 2.

Article 6
Legality and correspondence

The parties declare the legality and details of each institution and designate the name of the representative for the following correspondence:

FIRST PARTY
Institution Name : Universitas Paramadina
Deed / Establishment License : Akta Notaris S.P. Henny Singgih, S.H. No.49 tgl 24 Juni 2013
Mailing address : Jl. Jend. Gatot Soebroto Kav.97, Mampang, Jakarta Selatan
First Party Bank Account Details : Universitas Paramadina Bank Central Asia - KCP Adhi Graha Nomor Rekening: 5040300777

Appointed representative
Name : Emil Radhiansyah, M.Si.
Telephone : 021-791 8188 ext. 139
E-mail Address : emil.radhiansyah@paramadina.ac.id

SECOND PARTY
Institution Name : PA International Foundation
Deed / Establishment License : Z/GMP/BB/et/5109511(7002824)
Mailing address : Apartemen Eksekutif Menteng Tanjung Tower Lt. 9 Jl. Pegangsaan Barat No.12, RT.16/RW.5, Menteng, Kec. Menteng, Kota Jakarta Pusat, Daerah Khusus Ibukota Jakarta 10310

Appointed representative
Name : Cleo Indaryono, S.Gz
Telephone : 021-392 2070
E-mail Address : cleoindaryono@pa-csr.com
Article 8
Dispute resolution

1. This Memorandum of Understanding and all consequences that arise will be subject to the laws of the Republic of Indonesia.

2. The Parties agree to resolve any difference in interpretation or dispute arising in connection with the implementation of this Memorandum through mutual consultations. If no agreement is reached each Party has the right to unilaterally stop the project.

Article 9
General requirements

1. Each Party cannot transfer the rights and obligations in this Agreement without the written consent of the other Party.

2. Everything that has not been regulated or that has been regulated and will be changed will be agreed in writing by the Parties and made in an addendum which is an integral part of this Memorandum.

3. This Memorandum will be considered valid after it has been signed by both Parties.

4. This Memorandum of Understanding is made in 2 (two) copies and both have the same legal force.

FIRST PARTY

Prof. Firmanzah, Ph.D.
Rektor
Paramadina University

SECOND PARTY

Rio D. Praaning Prawira Adiningrat
Secretary General
PA International Foundation