



Memorandum of Agreement (MoA)

between

POLITEKNIK NEGERI JEMBER (POLJE)

and

CHANGZHOU VOCATIONAL INSTITUTE OF

MECHATRONIC TECHNOLOGY (CZIMT)

on

Joint Degree Program

Number: 20156/PL17/KS/2023

On this day, Date 29 Month August, Two Thousand Twenty-Three (..... 2023)
the undersigned :

1. Mr. Agung Wahyono

In this case, Vice Director of Planning, Collaboration, and Information System Politeknik Negeri Jember, located on Mastrip Street 164, Sumbersari District - Jember Regency as and on behalf of Politeknik Negeri Jember, hereinafter referred to as **FIRST-PARTY**.

2. Mr. Zhou Qingyuan

Vice President of Changzhou Vocational Institute of Mechatronic Technology, located on No.26 Mingxin Middle Road, Wujin District, Changzhou City, Jiangsu Province, China, in this case as and on behalf of Changzhou Vocational Institute of Mechatronic Technology, referred to

as **SECOND-PARTY**.

Further in this Memorandum of Agreement **FIRST-PARTY** and **SECOND-PARTY** called "**THE PARTIES**" and individually called disebut sebagai "**PARTY**".

THE PARTIES will explain the following matters previously:

1. **FIRST PARTY** is Vocational College with skill competency on Agricultural production, Agricultural Technology, Animal Husbandry, Agribusiness Management, Information Technology, Language, Communication and Tourism, Health, Engineering, and Business;
2. **SECOND PARTY** is Changzhou Vocational Institute of Mechatronic Technology that focuses on Intelligent Manufacturing Engineering.

The parties are desirous of entering into this Memorandum of Agreement and involved will share their academic interest and resources, declare their respective intentions, and establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein, engaging in collaboration to promote mutually advantageous cooperation in academic activities aimed at qualified human resources. To extent feasible, the parties will develop programs and activities of cooperation between their students, faculty members, departments, and research institutes to explore education, research, and cultural exchange.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AS FOLLOWS:

1. PRINCIPLES OF COOPERATION

The principles of this cooperation are:

- a. Increasing the credibility of each university.
- b. Improving graduate competency standards.

2. CHALLENGES IN THE IMPLEMENTATION OF COOPERATION

The implementation of the cooperation may meet challenges. They are as follow:

- a. POLIJE has less experience in organizing international cooperation such as joint degree program with other foreign universities.
- b. The number of prospective students are fluctuating from year to year. The trend is decreasing due to cost problems.
- c. There is a need to increase motivation for prospective students and their parents of their participation in the joint degree program so that they are ready mentally, linguistically and culturally. In addition to that, the cost will not be longer an issue in the program.

3. SUSTAINABILITY

CZIMT gives recommendation letters to Bachelor (BA) /S1 Degree in Changzhou University or others, when the student finished their study at CZIMT.

4. SCOPE OF COOPERATION

The type of cooperation is JOINT DEGREE Program

1. Both parties agreed to collaboratively conduct Joint Degree (2+1) Program in Informatic Management study program (MIF) Information Technology Department, Politeknik Negeri Jember and Software Technology study Program Information Engineering Department (CZIMT).
2. Students will study for 2 Years in POLIJE, Then, the students continue studying for 1 Years in CZIMT
3. 1 Years in CZIMT student doing some course credits, their final project, and internship program at China company or at CZIMT for several months.
4. When finished this program, student will receive Dipl. Certificate from POLIJE and CZIMT.

5. DURATION

This MOA will come into effect on the date of signing and will remain in effect for five (5) years.

6. FINANCIAL ARRANGEMENT

The parties acknowledge that in the absence of any specific arrangement in writing to the contrary, each party shall be responsible for its costs and expenses in establishing and conducting programs and activities contemplated under this MOA, including its costs and expenses in travel and accommodation. According to the schedule, students are responsible for the payment related to their studies in CZIMT. POLJE are responsible for transferring the payment of students' studies to CZIMT annually according to the invoice of payment sent by CZIMT.

-2 Years in POLJE

-1 year in CZMIT(1 semester in CZMIT and 1 semester in Changzhou company if it possible) Tuition and Accommodation fee 6800RMB+Registration fee 800 RMB + Teaching Materials 800 RMB per year + Medical Insurance 800 RMB per year +Medical Examination fee 355 RMB +VISA fee 800 RMB per year.

Note:

- It is not include tickets, living allowance, and utilities(electricity and water)
- This program will start depend on CZMIT schedule in every year.

7. JOINT PROPERTY

The Parties agree that any intellectual property rights arising from any activities under this MoA shall be jointly owned and shall be in a

proportion that corresponds to each Party's contribution in respect of the same. Each Party shall acknowledge the other Parties in any publication or presentation relating to any activities under this MoA.

8. CONFIDENTIALITY

8.1 All information acquired by each of the Parties from the other shall be treated as confidential by the recipient Party and the recipient Party shall not use the same otherwise than for the purpose agreed herein without the prior written consent of the Party providing such information unless such information:

- (a) is or later becomes public knowledge other than by breach of the foregoing paragraph, or
- (b) is in the possession of the recipient Party with the full right to disclose before its receipt from the other Party; or
- (c) is independently received by the recipient Party from a third party having the full right to disclose such information.

8.2 The provisions of this Clause shall survive the termination of this Agreement.

9. FORCE MAJEURE

No party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations hereunder occasioned by any act of God, fire, the act of Government or State, war, civil commotion, insurrection, embargo, labor disputes of whatever nature and any other reason beyond the control of such party.

10. TERMINATION

Either Party may terminate this Agreement at any time upon by giving three (3) months written notice without stating any reason for the termination to the other Party. This MoA shall terminate upon the expiration of such notice but without prejudice to the right of either party

to make claims for sums owing under any completed or uncompleted agreements entered into under this MoA.

11. NON-BINDING EFFECT OF MEMORANDUM

This MoA is an indication of good faith and intent on the part of both Parties and save and except for the Confidentiality clause herein, this MoA shall not be legally binding on any Party and neither Party shall be subject to any liability to the other whatsoever for any non-conformance of the terms and conditions set out herein. That notwithstanding, the Parties reserve their rights to adopt and exercise measures relating to the protection of their national interest.

12. RELATIONSHIP

Nothing in this MoA shall constitute or be deemed to imply a partnership between the parties and neither party shall be or be deemed as an agent of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other in any way and neither party shall hold itself out in a manner which would indicate or imply any such relationship with the other.

13. NON-EXCLUSIVITY

The parties hereby agree that they are not bound exclusively by the MoA and shall be at liberty to enter into any separate agreement or arrangements covering the cooperation and subject matter within the scope of this MoA with any third party without reference to the other party.

14. NOTICES

Subject as otherwise provided in this Agreement, all notices, demands, or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or addressed to the intended recipient thereof at its address, or faxed to the facsimile number set out below (or to such other addresses, or facsimile numbers as any Party may from time to time notify

the other). Any such notice, demand, or communication shall be deemed to have been duly served (if given or made by facsimile) immediately or (if given or made by letter) three (3) days after posting.

TO POLITEKNIK NEGERI JEMBER

Address : POLITEKNIK NEGERI JEMBER
Jalan Mastrip 164 Jember 68101
East Java - Indonesia

Tel. No. : (0331) 333532
Fax No. : (0331) 333531
E-mail : ukerma@polije.ac.id

**TO CHANGZHOU VOCATIONAL INSTITUTE OF
MECHATRONIC TECHNOLOGY (CZIMT)**

Address : No. 26 Mingxin Middle Road, Wujin District, Changzhou
City, Jiangsu Province, China

Tel. No. : 0519-86331000
Fax No. : 0519-86331666
E-mail : gsh1032@czimt.edu.cn

15. VARIATION

No variation, modification, or amendment of any terms and conditions of this Agreement shall be valid unless it is evidenced in writing and signed by the duly authorized representatives of the Parties.

16. MISCELLANEOUS

16.1 Successors Bound

This MOU shall be binding on the successors in title and permitted assigns of the Parties hereto.

16.2 Time

Time shall unless otherwise agreed to between POLIJE and CZIMT, be of the essence of this Agreement.

16.3 Costs

Each of the Parties hereto shall be responsible for its respective legal and other costs incurred about the preparation of this MoA.

16.4 Media Publication

The text of any press release or other communication to be published by or in the media concerning the subject matter of this MoA shall require the written approval of both Parties.

16.5. Good Faith

Each Party hereby covenants and undertakes to the other that, in exercising its rights and performing its responsibilities hereunder, the exercise of such rights and performance of such responsibilities shall be done in good faith and after having due regard to safeguarding the interest of the other Party.

16.6. Governing Laws

This Agreement shall be governed and construed by the laws of Indonesia.

17. Agreement Related to Specific Activities

Specific activities, projects, funding, and other matters related to the implementation of any of the areas of cooperation in this Memorandum of Understanding will be negotiated and executed in separate appendices of this Agreement.

18. Validity:

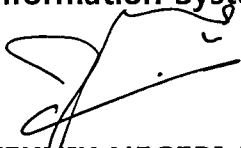
1. The agreement will come into effect once both parties have signed this agreement.
2. The agreement is valid for five years in which both parties have to be committed to the agreed cooperation starting from 2023 - 2028

3. Subjects to the approval of both parties, either party may introduce additional topics to the cooperation agreed.
4. The agreement may be extended upon requests by both parties.
5. The agreement may be terminated at any time based upon the mutual decisions of both parties.
6. Amendments to this agreement can be made after both parties agree to do so.

Signed for and on behalf of:

Date: 29 / August / 2023

Mr. Agung Wahyono
Vice Director of Planning, Collaboration
and Information System



POLITEKNIK NEGERI JEMBER

Mr. Zhou qingyuan
Vice President



CHANGZHOU VOCATIONAL
INSTITUTE OF
MECHATRONIC TECHNOLOGY