



Translated copy

**RECTOR REGULATION OF
UNIVERSITAS PADJADJARAN**

NUMBER 7 OF 2020

CONCERNING

COOPERATION AT UNIVERSITAS PADJADJARAN

BY THE MERCY OF GOD ALMIGHTY
RECTOR OF UNIVERSITAS PADJADJARAN,

- Considering :
- a. that in order to implement the provisions of Article 54 paragraph (5) of the Government Regulation of the Republic of Indonesia on the Statute of Universitas Padjadjaran, it is necessary to stipulate the Rector Regulation concerning Cooperation at Universitas Padjadjaran;
 - b. that by the issuance of the Rector Regulation of Universitas Padjadjaran Number 1 of 2020 on the Organizational Structure and Management of Universitas Padjadjaran, It is necessary to make changes and adjustments in the management of cooperation at Universitas Padjadjaran;
 - c. that based on the consideration as referred to in points a and b above, it is necessary to stipulate the Rector Regulation concerning Cooperation at Universitas Padjadjaran.
- In view of :
1. Law Number 20 of 2003 on National Education System;
 2. Law Number 12 of 2012 concerning Higher Education (State Gazette of the Republic of Indonesia of 2012 Number 158, Supplement to the State Gazette of the Republic of Indonesia Number 5336);
 3. Government Regulation Number 37 of 1957 concerning the Establishment of Universitas Padjadjaran (State Gazette of the Republic of Indonesia of 1957 Number 91, Supplement to the State Gazette of the Republic of Indonesia Number 1422);
 4. Government Regulation Number 4 of 2014 on the Implementation of Higher Education and Management of Universities (State Gazette of the Republic of Indonesia of 2014 Number 16, Supplement to the State Gazette of the Republic of Indonesia Number 5500);
 5. Government Regulation Number 80 of 2014 on the Determination of Universitas Padjadjaran as a Legal Entity State University (State Gazette of the Republic of Indonesia of 2014 Number 301);
 6. Government Regulation Number 51 of 2015 on the Statute of Universitas Padjadjaran (State Gazette of the Republic of Indonesia of 2015 Number 169, Supplement to the State Gazette Number 5720);
 7. Regulation of the Minister of Education and Culture of the Republic of Indonesia Number 14 of 2014 on University Cooperation;
 8. Regulation of the Minister of Education and Culture of the Republic of Indonesia Number 3 of 2020 on Higher Education National Standards (State Gazette of the Republic of Indonesia of 2020 Number 47);
 9. Decree of the Board of Trustees Number 15 of 2019 concerning the Appointment of the Rector of Universitas Padjadjaran for the 2019-2024 Period;
 10. Rector Regulation Universitas Padjadjaran Number 1 of 2020 on the Organizational Structure and Management of Universitas Padjadjaran;

HAS DECIDED:

To stipulate : RECTOR REGULATION OF UNIVERSITAS PADJADJARAN
CONCERNING COOPERATION AT UNIVERSITAS PADJADJARAN

CHAPTER I GENERAL PROVISIONS

Article 1

In this Rector Regulation of Universitas Padjadjaran, the terms referred to as:

1. Universitas Padjadjaran, hereinafter referred to as Unpad, is a Legal Entity State University.
2. Statute of Unpad is the basic regulations for Unpad management that is used as the basis for drafting regulations and operational procedures at Unpad.
3. Rector is the part of Unpad that leads the implementation and management of Unpad.
4. Directorate is an element that assists the Vice Rector in formulating and implementing strategic policies, programs, and activities in accordance with its task field.
5. University cooperation is an agreement between universities in Indonesia and universities, the business world, or other parties, both domestic and foreign ones.
6. The business world is an individual and/or a business entity, both a legal entity and a non-legal entity, that carries out activities by putting energy and thoughts to achieve the goal of seeking profit.
7. Other parties are individuals, associations, foundations, and/or institutions, both legal entities and non-legal entities, that carry out activities by putting energy and thoughts to achieve humanitarian, social, and religious goals of a non-profit nature.
8. The unit that proposes cooperation is carried out by the implementing work unit at the University and/or Faculty levels.
9. The cooperation charter is an initial agreement between Unpad and partners which contains a general scope written in a jointly signed document in the form of a Memorandum of Understanding (MoU).
10. Cooperative Agreement (PKS) or Memorandum of Agreement (MoA) is a follow-up operational agreement from the MoU with partners that contains a specific scope, and includes rights and obligations as well as those written in a jointly signed document.

Article 2

Unpad cooperation is based on the statute and strategic plan of Unpad

Article 3

Unpad cooperation aims to facilitate and support the quality improvement of the implementation of University

Article 4

Unpad cooperation is carried out with the following principles:

- a. Legal certainty;
- b. Profit;
- c. Benefit;
- d. Transparency;
- e. Accountability;
- f. Good faith;
- g. Responsibility;
- h. Sustainability; and
- i. Equality.

CHAPTER II TYPES OF COOPERATION

Article 5

- (1) The types of cooperation consist of :
 - a. Academic cooperation; and

- b. Non-academic cooperation.
- (2) The types of Academic cooperation, as referred to in article (1) point a include:
 - a. Education cooperation, with domestic and foreign institution/agency partners;
 - b. Research cooperation, with domestic and foreign institution/agency partners;
 - c. Dedication cooperation, with domestic and foreign institution/agency partners.
- (3) The types of Non-academic cooperation, as referred to in paragraph (1) include:
 - a. Asset Utilization cooperation;
 - b. Equity Participation cooperation;
 - c. Business cooperation;
 - d. Fundraising cooperation;
 - e. Cooperation for services and royalties of the use of intellectual property rights;
 - f. Cooperation in resource development; and/or
 - g. Other cooperation as determined by the Rector.

CHAPTER III PARTIES IN COOPERATION

First part General

Article 6

Cooperation is carried out with Memorandum of Understanding (MoU) and/or Memorandum of Agreement (MoA).

Second part Unpad

Article 7

- (1) Rector in the Memorandum of Understanding (MoU) acts for and on behalf of Unpad.
- (2) In the Memorandum of Understanding (MoA), Vice Rector, Dean, or Director of Business Unit acts for and on behalf of the Rector.
- (3) The substance of cooperation must obtain the approval from the relevant Vice Rector.

Third part Cooperation Partners

Article 8

Cooperation partners can be established with various parties, including::

- 1. Other domestic and foreign academics or universities;
- 2. Central Government and Local Government;
- 3. Foreign Government or Foreign Institutions in accordance with applicable Laws and Regulations;
- 4. Domestic corporations;
- 5. Foreign corporations in accordance with applicable Laws and Regulations;
- 6. Non-governmental Organizations (NGO); and/or
- 7. Other institutions or parties that can support partnership.

Fourth part Assessment of Prospective Partners for Unpad

Article 9

- (1) The assessment of prospective partners is carried out prior to the signing of the Memorandum of Understanding (MoU) and Memorandum of Agreement (MoA);
- (2) The assessment of prospective partners includes:
 - a. Clarity of legal status of prospective partners;
 - b. Track record of prospective partners;

- c. Strategic value of prospective partners;
- d. Reliable management support from prospective partners;
- e. Compatibility in line with aspirations, goals, and development interests of Unpad;
- f. Willingness to bear the risks of legal consequences from the cooperative agreement;
- g. Willingness and convenience in exchanging information;
- h. Availability of resources from prospective partners;
- i. Generating Academic and/or Non-academic output/outcome;
- j. Giving impact and/or benefits for the community; and/or
- k. Value of synergy that will be generated from the cooperation with potential partners.

CHAPTER IV MANAGEMENT OF COOPERATION

Article 10

- (1) Management of cooperation is carried out with the steps that consist of:
 - a. Cooperation proposal is carried out by the implementing work unit at the University and/or Faculty levels;
 - b. Cooperation negotiation is carried out by the implementing work unit at the University and/or Faculty level;
 - c. The formalization or signing of cooperation is carried out by Vice Rector, Dean, or Director of Business Unit acting for and on behalf of the Rector;
 - d. The implementation of cooperation is carried out by the implementing work unit at the University and/or Faculty levels;
 - e. Cooperation monitoring is carried out by the Dean or Director related to the implementation of cooperation and the evaluation results are submitted to the Rector through Vice Rector;
 - f. The evaluation of cooperation can be in the form of inputs for improving further cooperation or reviewing the cooperation if it has the potential to harm Unpad; and
 - g. The procedures for proposal, negotiation, formalization, implementation, monitoring, and evaluation are further stipulated by a Rector Decree.
- (2) The implementing work unit at the University and/or Faculty levels carries out planning, assessment, facilitation, assistance, and is responsible in the process of management of cooperation as referred to in paragraph (1).
- (3) Directorate of governance, legal, and communication carries out the administration of cooperation.

CHAPTER V COOPERATION FUNDS

Article 11

Every Cooperation Fund must use Unpad PTNBH Account

Article 12

Cooperation funds must include:

- a. Operational funds;
- b. Institutional development funds; and/or
- c. Cooperation risk guarantee funds.

Article 13

- (1) The mechanism and management of cooperation funds for operational funds, institutional development funds, and cooperation risk guarantee funds are further regulated by a Rector Decree;
- (2) Policies to reduce or eliminate cooperation funds for operational funds, institutional development funds, and/or cooperation risk guarantee funds are stipulated by a Rector Decree;
- (3) All cooperation is subject to contribution funds, which will be further regulated by a Rector Decree.

CHAPTER VI
COOPERATION MATERIALS

Article 14

- (1) The cooperative agreement as referred to in Article 2 shall at least contain the following materials:
 - a. Logos of the parties;
 - b. Cooperation script number;
 - c. Cooperation signing time;
 - d. Identities of the parties making the cooperation;
 - e. Purposes and objectives of the cooperation;
 - f. Scope of cooperation;
 - g. Cooperation period;
 - h. The rights and obligations of each party reciprocally;
 - i. Implementation of cooperation;
 - j. Costs;
 - k. Force majeure;
 - l. Dispute resolution of the parties in the cooperation;
 - m. Sanctions for violations of the cooperation.
- (2) If one of the parties in the cooperative agreement is a foreign party, the agreement should be made in Indonesian, English, and the language of origin of the foreign party.
- (3) Formalization of the cooperative agreement is carried out with a cooperative agreement script format that is agreed upon by the two parties by prioritizing the cooperation script format from Unpad.

Article 15

- (1) Cooperation of Unpad with domestic and/or foreign universities can only be carried out institutionally by the Rector with the highest authorities of the relevant universities.
- (2) Cooperation of Unpad with other domestic and/or foreign parties can only be carried out institutionally by the Rector with the highest authorities relevant to 1 (one) or more leaders of other domestic and foreign parties.
- (3) The cooperation as referred to in paragraph (1) and paragraph (2) can only be carried out if the foreign universities have been accredited by recognized accreditation agency in its country of origin, and other foreign parties have been registered in their countries of origin.
- (4) The cooperative agreement that is implementable and is a joint activity with accompanying rights and obligations that are stated in the Cooperative Agreement (MoA), is signed by the Vice Rector, Dean, or Director of the Business Unit that carries out the cooperation activity.

Article 16

The formats of the Memorandum of Understanding (MoU) and Cooperative Agreement/Memorandum of Agreement (MoA) from Unpad, as referred to in Article 14 and Article 15 are listed in the Appendix which is one unit and an integral part of this Rector Regulation.

Article 17

The Operating Procedures of Unpad Cooperation will be stipulated by a Rector Decree.

CHAPTER VII
CLOSING

Article 18

At the time this Rector Regulation is stipulated:

- a. All provisions in the forms of Rector Regulation and/or Rector Decree related to cooperation of Unpad with domestic or foreign universities or other institutions are revoked and declared invalid.
- b. All cooperation of Unpad that has not ended is declared still valid until the end of the cooperation with the obligation to comply with this Rector Regulation no later than 1 year after this Rector Regulation is stipulated.
- c. All cooperation of Unpad which is still in the negotiation process must be carried out based on this Rector Regulation.
- d. All cooperation of Unpad that will end and has the potential to be continued must be evaluated to comply with the provisions of this Rector Regulation.

Article 19

This Rector Regulation is valid since its stipulation date.

Stipulated in Jatinangor
on March 2, 2020


RECTOR,

SIGNATURE

RINA INDIASTUTI

This copy conforms to the original
Director of Governance, Legal, and
Communication of Universitas Padjadjaran




Isis Ikhwansyah



MEMORANDUM OF UNDERSTANDING

BETWEEN
UNIVERSITAS PADJADJARAN
AND

.....

CONCERNING
EDUCATION, RESEARCH, COMMUNITY SERVICE

No. /UN6.RKT/MoU/2020

No. /2020

By the Mercy of God Almighty

On this day, (month and date), two thousand twenty (....-....-2020), located in....., we, the undersigned:

1. Rina Indrastuti : Rector of Universitas Padjadjaran, in this case, acts for and on behalf of Universitas Padjadjaran in accordance with the Decree of the Board of Trustees of Unpad Number 15/UN6.MWA/KEP/2019 concerning the Appointment of the Rector of Universitas Padjadjaran for the 2019-2024 Period, which is domiciled on Jl. Raya Bandung-Sumedang Km. 21, Jatinangor 453653 hereinafter referred to as the FIRST PARTY.
2. :, in this case acts for and on behalf of in accordance with Decree, Number: on, which is domiciled on hereinafter referred to as the SECOND PARTY.

The parties first explain the following matters:

That the FIRST PARTY is a Legal Entity University (PTN BH) which is located in Bandung and on Jatinangor Universitas Padjadjaran campus.

That the SECOND PARTY is a.....

That the FIRST PARTY and the SECOND PARTY have agreed to make a Memorandum of Understanding as the first step to cooperate with the following provisions.

Purposes and Objectives

ARTICLE 1

The purpose and objective of this Memorandum of Understanding is to serve as a basis for the implementation of mutually beneficial cooperation made in accordance with the scope of this Memorandum of Understanding.

SCOPE OF THE MEMORANDUM OF UNDERSTANDING

ARTICLE 2

The Scope of the Memorandum of Understanding that will be carried out includes cooperation in:

1. Activities in the context of
2. Cooperation in the context of supporting the duties of THE PARTIES in accordance with their respective functions and authorities and based on the applicable laws and regulations.

REALIZATION OF THE MEMORANDUM OF UNDERSTANDING

ARTICLE 3

This Memorandum of Understanding will be followed up and regulated in a cooperative agreement made by the FIRST PARTY and the SECOND PARTY or by the officials appointed and authorized by the PARTIES to carry out this matter.

PERIOD

ARTICLE 4

The Memorandum of Understanding is valid for a period of 5 (five) years since this Memorandum of Understanding was signed and may be extended or terminated upon the agreement of THE PARTIES.

COOPERATION IMPLEMENTATION COSTS

ARTICLE 5

Cooperation implementation costs will be further regulated in a cooperative agreement that will be made and signed by THE PARTIES.

The Memorandum of Understanding is made in 2 (two) original copies, sufficiently stamped, and has the same legal force and binds the PARTIES. Thus, this Memorandum of Understanding is made in good faith to be complied with and implemented by the PARTIES.

SECOND PARTY

FIRST PARTY

.....

RINA INDIASTUTI



Logo

COOPERATIVE AGREEMENT

BETWEEN
UNIVERSITAS PADJADJARAN
AND

.....

CONCERNING

.....

Number :/UN6...../PKS/2020

Number :

On this day on (month and date), two thousand twenty (.....-.....-2020), we, the undersigned:

I. Name :

Position : Universitas Padjadjaran

Address : Jalan Raya Bandung – Sumedang km. 21, Jatinangor 45363

Based on Rector Decree Number of, is therefore legal to act for and on behalf of Universitas University, hereinafter referred to as the **FIRST PARTY** in this cooperation.

II. Name :

Position :

Address :

Based on Decree Number of, is therefore legal to act for and on behalf of, hereinafter referred to as the **SECOND PARTY** in this cooperation.

The **FIRST PARTY** and the **SECOND PARTY** together are hereinafter referred to as **THE PARTIES**.

That the **FIRST PARTY** is a Legal Entity University (PTN BH) which is located on Jatinangor Universitas Padjadjaran Campus, Sumedang.

That the **SECOND PARTY** is

Based on the foregoing, **THE PARTIES** have agreed to enter into a cooperative agreement concerning (hereinafter referred to as “**Agreement**”) with the following terms and conditions:

PURPOSES AND OBJECTIVES

ARTICLE 1

- (1) The purposes of this cooperation are implementation of joint activities in the field of
- (2) The objectives of this cooperation are

SCOPE

ARTICLE 2

The scope of this cooperation includes:

- (1) Development of
- (2) Implementation of
- (3) Improvement in the quality of Human Resources
- (4) Empowerment of Human Resources

RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 3

- (1) Rights of the FIRST PARTY;
 - a.
 - b.
- (2) Obligations of the FIRST PARTY
 - a.
 - b.
- (3) Rights of the SECOND PARTY;
 - a.
 - b.
- (4) Obligations of the SECOND PARTY
 - a.
 - b.

PERIOD

ARTICLE 4

- (1) This Cooperative Agreement is valid for a period of (...) years since signing of this Cooperative Agreement and can be extended based on the agreement of the PARTIES.
- (2) The extension of the Agreement as referred to in paragraph (1) shall be made in writing by one of the parties that wants an extension to the other party no later than 3 (three) months prior to the expiration of this Cooperative Agreement.

COSTS AND PAYMENT METHOD

ARTICLE 5

- (1) All costs incurred as a result of the activities of this cooperative agreement, will be regulated in accordance

with the needs and interests of THE PARTIES by referring to the provisions of the legislation.

(2) The costs as stated in Article 6 are paid directly to THE PARTIES through the following bank account:

Virtual Account Number :
Bank name : PT. BNI 46
Bank address : Jl. Dipati Ukur No. 35, Bandung
NPWN Number : 80.806.099.0-466.000

TERMINATION

ARTICLE 6

The termination of this cooperative agreement can be carried out, because the time of the agreement has ended as referred to in article 4, or there has been a termination by one of the parties by notifying in writing at least 6 (six) months in advance, and having obtained the approval of the other party.

FORCE MAJEURE

ARTICLE 7

- (1) The FIRST PARTY and the SECOND PARTY are not responsible for any delay or failure in fulfilling this Agreement, either directly or indirectly due to Force Majeure, namely circumstances beyond their control and ability, including but not limited to the following circumstances:
 - a. Earthquakes, hurricanes, floods, landslides, lightning strikes, fires, plague, and other natural disasters;
 - b. General strikes, riots, sabotage, war and rebellion;
 - c. Telecommunication network failure, power supply failure, and failure/non-functioning of computer software/programs;
 - d. The existence of a Government Regulation or Legislation which causes this cooperative agreement to be unable to take place.
- (2) In the event of a Force Majeure as referred to in paragraph (1), so that it affects the implementation of the obligations of one of the parties, the party experiencing this Force Majeure condition must notify in writing of the occurrence of the Force Majeure to the other party no later than 30 (thirty) working days since the occurrence of the Force Majeure in question;
- (3) If within 10 (ten) working days from the receipt of the notification as referred to in paragraph 2 there has not been or there is no response from the party receiving the notification, then the event in question is deemed to have been approved by the party receiving the notification;
- (4) The party experiencing Force Majeure must carry out its obligations in accordance with the Agreement after the Force Majeure ends;
- (5) The Force Majeure that causes a delay in the implementation of this Agreement either partially or wholly does not constitute a reason for termination or cancellation of the Agreement but is only a reason to suspend the Agreement until the Force Majeure ends.

CORRESPONDENCES

ARTICLE 8

- (1) All notices required or permitted under this Agreement must be made in writing and sent by courier, postal service, facsimile, or telex to the addresses below:

a. FIRST PARTY:

.....
Address :
Phone :
Fax :

b. SECOND PARTY :

.....
Address :
Phone :
Fax :

(2) Letters/notifications are deemed to have been received if:

- a. Within 5 (five) working days after the letter/notification sent through post is registered or;
- b. At the time the letter/notification is sent, if it is sent through an expedition company or through the internal courier of each party, with a note that the letter/notification is deemed to have been received if there is proof of receipt signed by THE PARTIES or their legal representatives, including the signature of the respective personnel of each party at main reception.

(3) If THE PARTIES intend to change the address, the notification of the change of address must be submitted in writing to the other party and must be received by the other party no later than 14 (fourteen) working days prior to the date of the desired change of address. If the written notification has never been received by the other party, then the address as mentioned above is legally a valid address.

AMENDMENT

ARTICLE 9

Any changes that will be made as well as matters that have not been regulated or sufficiently regulated in this Agreement will be determined later in a forum by THE PARTIES and will be set forth in an Additional Agreement (Amendment) which is an integral part and one unit of this agreement.

DISPUTE RESOLUTION

ARTICLE 10

- (1) If in the future there is a dispute in the interpretation or implementation of the provisions of this Agreement, then the FIRST PARTY and the SECOND PARTY will first agree to settle it in a forum.
- (2) If the forum as referred to in paragraph (1) above does not result in an agreement on how to resolve the dispute, then the FIRST PARTY and the SECOND PARTY agree to settle all disputes arising from this Agreement to be resolved through the Court.

LEGAL DOMICILE

ARTICLE11

Regarding this Cooperative Agreement and all its consequences, THE PARTIES choose a permanent and general legal domicile at the Secretariat Office of the Class I District Court of Bandung.

Thus this Cooperative Agreement is signed and made in 2 (two) copies, each is sufficiently stamped and has the same strength of proof for THE PARTIES.

SECOND PARTY

UNIVERSITAS PADJADJARAN,

.....

WITNESS

FIRST PARTY

.....,

.....

WITNESS

This copy conforms to the original
Director of Governance, Legal, and
Communication of Universitas Padjadjaran



[Handwritten signature]
Isis Ikhwansyah