

DistinctLegacy



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITAS ANDALAS

AND

**DISTINCT LEGACY SDN BHD
(986268-D)**

**ON CO-OPERATION IN THE FIELD OF ACADEMIC
AND ENTREPRENEURSHIP COLLABORATION**

THIS MEMORANDUM OF UNDERSTANDING is made this day of 2018

BETWEEN

UNIVERSITAS ANDALAS (UNAND), an institution of higher learning duly established as a State University in December 23, 1955 under the supervision of the Ministry of Higher Education, Research & Technology, Republic of Indonesia whose address at Gedung Rektorat, Kampus Limau Manis, Kecamatan Pauh, Kota Padang, 25163, Sumatera Barat, Republic of Indonesia and shall include its lawful representatives and permitted assigns; (hereinafter referred to as "**UNAND**"),

AND

DISTINCT LEGACY SDN BHD (Co Reg No: 986268-D)a private company incorporated in Malaysia under the **Companies Act 1965** and having its business address at 10-3, Jalan PJU 5/4, Dataran Sunway, Kota Damansara, 47810 Petaling Jaya, Selangor DE, Malaysia and shall include its lawful representatives and permitted assigns (hereinafter referred to as "**DLSB**")

UNAND and **DLSB** shall be referred singularly as the "Party" and jointly referred as "Parties",

WHEREAS

- A. **UNAND** is an established University in Indonesia which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **UNAND** has entered into various collaborative arrangements with other parties to enhance its academic and research activities;

- B. **DLSB** is an investment holding company and is able, knowledgeable, experienced and has the necessary skills, expertise and methods in the operation of the oriental style of coffee house known as kopitiam and/or any food and beverages related businesses with the emphasis on the sale of special and well established style and taste of selected foods and drinks with emphasized sale of special oriental style and taste of tea, coffee or otherwise and also responsible to produce well-trained, high caliber individuals and management teams with the required expertise.
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, **subject** to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time will endeavour to partner, work, strengthen, promote and develop co-operation in the field of academic and professional collaboration between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, endeavour to take necessary steps to encourage and promote co-operation in the following areas :
 - (a) The Parties agree to appoint DLSB to introduce, facilitate and develop initiatives to produce able and qualified middle - level management and supervisory level human capital from the university as well as develop entrepreneurial awareness and skills amongst graduating students of UNAND;
 - (b) In order to achieve (a), DLSB will introduce & propose a program ("the Program") to UNAND which leads to the award of a Certificate in F&B Brand & Outlet Management (F2BM), the program will take 3 months for graduating students to complete, and consists of 8 modules, theory (classroom/lecturers), and Hands-on (On the Job Training).
 - (c) DLSB & its Strategic Partners from the Industry will leverage on its rich experience in the F&B business, its resources in terms of expertise and outlets, to instill, grow & enhance knowledge, skills and attitude in managing the brand and outlets as well as entrepreneurial awareness & skills among the students from UNAND.
 - (d) The Program will be conducted by handpicked professionals in the F&B, Multi-Chain and Franchise industries with years of experience in the relevant fields of the F&B and Training.

- (e) This Program is geared to meet the Industry (Both Domestic and International) for qualified workforce in the middle and lower management level (including Supervisory Level) workforce coming out from your University.
- (f) The intended outcome of this Program is a high level of knowledge, skills and attitude in F&B Brand and Outlet Management as well as awareness on entrepreneurship and entrepreneurial skills amongst the students.
- (g) DLSB & its Strategic Partners will also be responsible on the follow through program after the students graduated from UNAND under a Mentor/Mentee program which will guide them closer to become a highly qualified and skilled workforce, not only for the Indonesian market but for the lucrative overseas market.
- (h) This Program will expose students to real world business especially in the F&B industry. They will be trained not only on what it takes to manage a brand, an outlet, and a company, on a day-to-day basis. They will be exposed to how to handle operations, marketing, human resource, accounts, and deal with real-time issues. It would also prepare them to be their own boss or as entrepreneurs, should they elect to choose this path.
- (i) UNAND's main role is to introduce, market and promote the Program to their graduating students, possibly open the Program to unemployed graduates from other institutions of higher learning in the Republik of Indonesia.
- (j) UNAND's other role is to provide the appropriate facilities and infrastructure for the conduct of the course.

- (k) Both parties sharing of information, learning resources and other activities include programs in areas of mutual interest, where such sharing shall result in benefit to the Parties.
 - (l) For the guidance of this MOU, the proposal paper by DLSB under Annexure A shall be used by both Parties as reference; and
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, this Memorandum of Understanding will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute” as contained in **Annexure B** of this Memorandum of Understanding.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.
3. The financial obligations of UNAND upon introduction and implementation of the Program is based on the collection of the fees from participants of the Program as well as any other financial contributions from UNAND to be agreed upon the finalization of the program.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI
ENTRY INTO EFFECT, DURATION, TERMINATION AND EXTENSION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **THREE (3)** years or until terminated by either Party with thirty (30) days written notice.
2. The termination of the Memorandum of Understanding shall not affect the implementation of ongoing activities / programs.
3. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII
NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged :

To : Prof. Dr.Tafdil Husni, SE. MBA
Rector
Telephone no.: +62 75171181
Facsimile no. : +62 75171085
Email address : rektor@unand.ac.id

To : Dato' Dr. Ahmad Ramzi Mohamad Zubir
Chairman & Group CEO
Telephone no. : +6 03-61518177
Facsimile no. : +6 03-61518277
Email address : datoramzi@gmail.com

The foregoing record represents the understandings reached between the **UNAND** and the **DLSB** upon the matters referred to therein.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this Memorandum of Understanding on the date as above-written.

Signed by]
For and on behalf of]
Universitas Andalas]



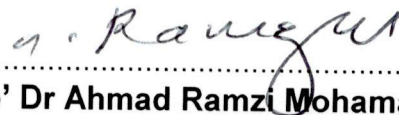
.....
Prof. Dr. Tafdil Husni, SE. MBA
Rector

In the presence of :



.....
Harif Amali Rivai SE, MSI, DBA
Dean, Faculty of Economics

Signed by]
For and on behalf of]
DISTINCT LEGACY SDN. BHD.]



.....
Dato' Dr Ahmad Ramzi Mohamad Zubir
Chairman & Group CEO

In the presence of:



.....
Jamaluddin Ghani Bin Abd Ghani
Director

ANNEXURE A

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.

2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.