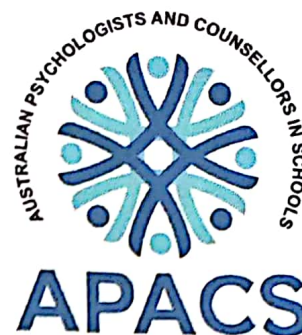




Memorandum of AGREEMENT (MOA)



between

Dean of the Faculty of Teacher Training and Education
Universitas Muhammadiyah Metro

And

Australian Psychologists and Counselors in Schools (APACS)

Number : 189/II.3.AU/A/MOA/FKIP/UMM/2022
Number : 00768/APACS/II-87/III/12/2022

On Friday, the 9th day of December, the year Two Thousand and Twenty Two (2022), we, the undersigned:

1. **Drs. Partono, M.Pd.** : Drs. Partono, M.Pd. as the Dean of FKIP Muhammadiyah University of Metro, hereinafter referred to as the **FIRST PARTY**.
2. **Prof. Edward Thomson, P.Hd.** : as Australian Psychologist and Counselors in Schools (APACS) hereinafter referred to as the **SECOND PARTY**.

THE FIRST PARTY and **THE SECOND PARTY** hereinafter collectively referred to as **THE PARTIES**. Agree to cooperate with the following conditions:

ARTICLE 1 PURPOSE AND OBJECTIVES

The aims and objectives of this cooperation agreement are as follows:
The purpose and objective of this collaboration is to improve the performance of both parties as part of efforts to improve the quality of learning processes and products (*output*) Implementation of the Independent Curriculum and Counseling, especially those that are professional and participate in educating the life of the nation, on the basis and principle of mutual benefit for both side.

ARTICLE 2 SCOPE

The scope of this cooperation agreement is as follows:

1. Implementation of the Independent Campus Learning Curriculum (MBKM) ;
2. Offline/Online Student Activities Internship;
3. Procurement of Social Services ;
4. National/International Seminars Offline/Online;
5. Higher Education Tri Dharma (Education, Research and Service) ;
6. Implementation of the *Counseling Fitness Program (Counsfit)* as well as Individual Counseling Services, Students Looking for Clients as Student Exercise Facilities Carrying Out Sports Counseling;
7. Training and Development of *Soft Skills* and *Hard Skills* ;
8. Development of Apprenticeship Practice of *Fitness Counseling Services* and Individual Counseling as well as Guidance and Group Counseling;
9. Laboratory Development Guidance and Field Counseling Study Program *Counsfit* ;
10. Facilitation of Writing and Publication of Scientific Papers ;
11. And others as needed (Incidental).

ARTICLE 3 RIGHTS AND OBLIGATIONS

1. The rights and obligations of the **FIRST PARTY** are:
 - a. **THE FIRST PARTY** has the right to cancel unilaterally with the **SECOND PARTY** if there is a technical or non-technical violation committed by the **SECOND PARTY** executor
 - b. **THE FIRST PARTY** is obliged to maintain the good name of the **FIRST PARTY** and the **SECOND PARTY**
2. The rights and obligations of the **SECOND PARTY** are:
 - a. **THE SECOND PARTY** has the right to cancel unilaterally with the **FIRST PARTY** in the event of a technical or non-technical violation committed by the **FIRST PARTY's** executor
 - b. **THE SECOND PARTY** is obliged to maintain the good name of the **FIRST PARTY** and the **SECOND PARTY**

ARTICLE 4 IMPLEMENTATION

1. The implementation of this Cooperation Agreement will be carried out by the **PARTIES** according to their respective duties and responsibilities.
2. The implementation of this Cooperation Agreement may involve other parties in accordance with the agreement of **THE PARTIES** .

ARTICLE 5 FINANCING

Costs incurred as a result of the signing of this Cooperation Agreement are borne and managed and accounted for by each party.

ARTICLE 6 TERM

1. This Cooperation Agreement is valid for a period of Five (5) years
2. The extension of this Cooperation Agreement as referred to in paragraph (1) is carried out after the completion of activities and preparation of accountability reports by the parties to their respective institutions.

ARTICLE 7
EVALUATION

1. To further increase efficiency and effectiveness, **THE PARTIES** carry out evaluation activities of all series of activities in this Cooperation Agreement, which are carried out based on the agreement of **THE PARTIES** .
2. Evaluation activities on the implementation of this Cooperation Agreement are carried out through coordination and communication meetings based on the agreement of **THE PARTIES** .
3. The results of the coordination meeting referred to in paragraph (1) and paragraph (2) are set forth in the minutes of the meeting as a reference material for following up on the implementation of this Cooperation Agreement.

ARTICLE 8
FORCE MAJEURE

1. **THE PARTIES** attempt to implement all of the provisions stipulated in this Cooperation Agreement, except in the event of a *Force Majeure* or which causes a cessation or delay in the implementation of this Cooperation Agreement.
2. *Force Majeure* circumstances are events beyond the power of **the PARTIES** that result in the cessation or delay of the implementation of this Cooperation Agreement which cannot be claimed such as the occurrence of natural disasters, sabotage, riots, strikes and the existence of government regulations or prohibitions that affect the implementation of this Cooperation Agreement .
3. Costs incurred and incurred by one of the parties experiencing *Force Majeure* are not the responsibility of the party experiencing *Force Majeure* .

ARTICLE 9
MISCELLANEOUS PROVISIONS

1. Coordination, communication, documents, and/or notifications related to this Cooperation Agreement are delivered directly and/or through registered mail and other possible means.
2. The addresses of **THE PARTIES** that will be used for communication for the purposes referred to in paragraph (1) are as follows:

THE FIRST : Drs. Partono, M.Pd. as the Dean of FKIP Muhammadiyah University Metro,
PARTY hereinafter referred to as the First Party.

THE SECOND : Prof. Edward Thomson, P.Hd. as Australian Psychologists and Counselors in
PARTY Schools (APACS) , hereinafter referred to as the Second Party.

ARTICLE 10

CLOSING

Thus this Cooperation Agreement is drawn up and signed on the day, date, month, year as stated at the beginning of the Cooperation Agreement in 2 (two) copies sufficiently stamped and each of them has the same legal force and is binding, and to be implemented in good faith by **THE PARTIES**.

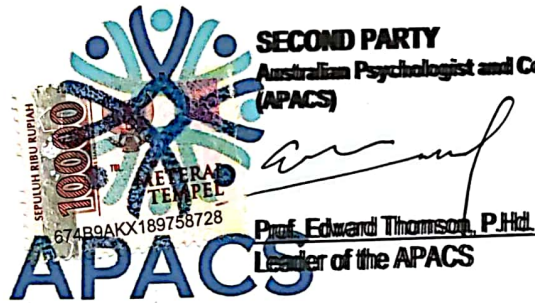
FIRST PARTY

Dean of the Faculty of Teaching and Education
Muhammadiyah Metro University



SECOND PARTY

Australian Psychologist and Counselors in Schools
(APACS)





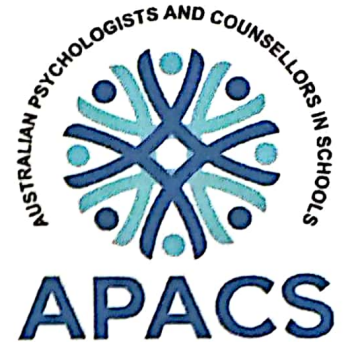
CONTRACT AGREEMENT (Contract Agreement)

between

Guidance and Counseling Study Program
Universitas Muhammadiyah Metro

And

Australian Psychologists and Counselors in Schools (APACS)



Number : 090/II.3.AU/F/BK/IA/FKIP/UMM/2022

Number : 00767/APACS/II-87/II/12/2022

This Agreement was made on Friday the 9th month December year Two Thousand Twenty Two by both parties below :

1. Hadi Pranoto , M.Pd. as Head of Study Program Guidance and Counseling Universitas Muhammadiyah Metro, hereinafter referred to as the First Party.
2. Prof. Edward Thomson , P.Hd. as Leader Australian Psychologists and Counselors in Schools (APACS) , hereinafter referred to as the Second Party.

1. Introduction

In accordance with the shared desire to foster cooperation between Study Programs Muhammadiyah University Guidance and Counseling Metro and Metro City Health Office to explore the potential for collaboration in the fields mentioned below, the two institutions have agreed to sign an agreement document Contract following.

2. Cooperation Areas

Based on the principle of mutually beneficial cooperation, the two institutions intend to work together to:

- a. Implementation Free Learning Curriculum Independent Campus (MBKM) ;
- b. Organizing the *Counseling Fitness* Program (*Counsfit*) as well as Service Counseling Individual , Student Look for Client as a Student Training Facility Carry out Counseling Fitness;
- c. Laboratory Development *Counsfit* Guidance and Counseling Study Program field ;
- d. Studying Work Field and Apprentice , as well Psychology Education and Counseling Training;

3. Cooperation Implementation

Both agencies agreed that specific projects and activities should be developed for the implementation of this Agreement based on discussions and negotiations between the two agencies. Agreements or contracts must be signed separately to carry out these projects and activities.

The two institutions agreed that all financial planning should be determined based on specific projects and activities, and would depend on the availability of funds.

Contract Agreement Text this will take effect on the date of signing by the representatives of both institutions and will remain valid for a period of 1 (one) year. This CA will be renewed by mutual consent.

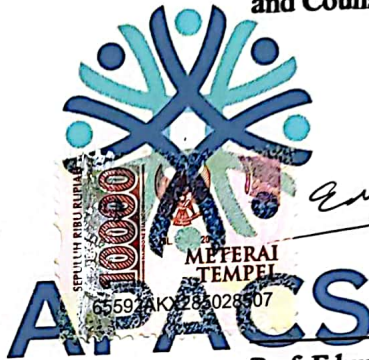
If this CA is executed in more than one language, the English version controls for any inconsistencies in the meaning or interpretation of terms.

First Party
Head of Study Program Leadership
Guidance and Counseling
Muhammadiyah Metro University



Hadi Pranoto , M.Pd.

Second Party
Australian Psychologists
and Counselors in Schools (APACS)



Prof. Edward Thomson , P.Hd.