

MEMORANDUM OF AGREEMENT BETWEEN

FACULTY OF COMPUTER SCIENCE NATIONAL DEVELOPMENT UNIVERSITY "VETERAN" EAST JAVA



WITH

FIDELPORTAL.INC CONCERNING

COOPERATION IN THE FIELDS OF EDUCATION, RESEARCH, AND COMMUNITY SERVICE

	036/UN63.7/PKS/2025	
NUMBER:		
	1403/INC1/PA/2025	

On Tuesday, the Second of March in the year two thousand and twenty five (04-03-2025), we the undersigned:

Faculty of Computer Science UPN "Veteran" East Java

: Prof. Dr. Ir. Novirina Hendrasarie, MT. in this case acts in her position as Dean for and on behalf of the Faculty of Computer Science, National Development University "Veteran" East Java, which is located at Jalan Raya Rungkut Madya, Gunung Anyar, Surabaya 60294 hereinafter referred to as the "FIRST PARTY":

Mitra DUDI

: **Danayt Teklu.** in this case acts in his position as Chief Executive Officer (CEO) based at FidelPortal.Inc hereinafter referred to as the "**SECOND PARTY**".

The FIRST PARTY and the SECOND PARTY, hereinafter collectively referred to as the PARTIES and individually referred to as a PARTY, first explain the following matters:

- a. That the FIRST PARTY is an educational institution that organizes higher education and concentrates on the **Faculty of Computer Science** with Study Programs that will implement this Cooperation Agreement, namely: Informatics, Information Systems, Data Science, Digital Business, and Masters of Information Technology Study Programs.
- b. That the SECOND PARTY is a Company engaged in the field of School Software Development (Learning Management System)

That based on their respective functions as mentioned above, with the principle of mutual respect and continuing to uphold the principle of mutual benefit, THE PARTIES agree to set out the main ideas in a Cooperation Agreement with the provisions and conditions stated in the following articles:

ARTICLE 1 SCOPE OF COOPERATION AGREEMENT

The purpose and objective of making this Cooperation Agreement is as a basis for the Parties to be able to carry out cooperation to carry out planning and discussions related to the implementation plan for cooperation with the following scope:

- (1) Implementation of knowledge sharing activities in the form of seminars, public lectures, guest lectures, workshops or training in the First Party's university environment or vice versa;
- (2) The Second Party provides the First Party with the opportunity to send First Party students who wish to participate in internship or research programs or field work practices at the Second Party's location;
- (3) The Second Party provides the First Party with the opportunity to send lecturers who wish to conduct Research and/or Community Service (Litdimas) activities at the Second Party's location;
- (4) Curriculum and business development cooperation, especially in the Information Technology Sector and Education, in the first Party's or vice versa;
- (5) Preparation and implementation of other activity programs as will be determined later and mutually agreed upon by the Parties.

ARTICLE 2 TERM

- (1) This cooperation agreement is valid from the date and lasts for 5 years, so that this cooperation ends on the date and can be extended for a certain period of time with the same conditions, except for the PARTY who requests a review of the conditions set out in the Cooperation Agreement in accordance with the needs and agreement of the PARTIES.
- (2) Termination of the Cooperation Agreement before the end of the period stated above, requires the party that will terminate this Cooperation Agreement to notify the other party in writing no later than 3 (three) months in advance.

ARTICLE 3 COSTS

The costs required in implementing this cooperation are based on the mutual agreement of the PARTIES in the cooperation agreement.

ARTICLE 4 ANNOUNCEMENT

(1) Any notices, requests and other communications in connection with the implementation of this Agreement shall be made in writing in the Indonesian language and shall be sent in person, with acknowledgment of receipt or by e-mail or facsimile to the address below:

FACULTY OF COMPUTER SCIENCE UNIVERSITAS PEMBANGUNAN NASIONAL "VETERAN" JAWA TIMUR

Address : Jalan Raya Rungkut Madya No.1, Gunung Anyar,

Surabaya, Jawa Timur, Indonesia

Phone Number : 081357938303

Email : basukirahmat.if@upnjatim.ac.id

To : Vice Dean III Faculty of Computer Sciences

MITRA

Alamat lengkap : Sacramento, California 95811, United States

Untuk Perhatian : Danayt Teklu
No telepon/HP : +1 (301) 366-9578
Email : Danayt@fidelportal.com

(2) If there is a change in the address of one of the PARTIES as stated in paragraph (1) of this Article, then the change must be notified in writing by the PARTIES whose address has changed to the other PARTIES, and the change in address will take effect 7 (seven) calendar days after the date the notification letter is received.

ARTICLE 5 FORCE MAJORITY

- (1) Force majeure referred to in this cooperation agreement is the occurrence of an event beyond the control of THE PARTIES which results in the inability to implement this cooperation, such as natural disasters, riots, floods, wars, fires, and so on, which are proven through a written statement from the authorities.
- (2) In the event that one party is affected by an event in the force majeure category, then that party is obliged to notify the other party of the event that befell them by attaching a written statement from the authorities no later than 14 (fourteen) days from the occurrence of the event.
- (3) If the force majeure event continues to exceed a period of 30 (thirty) days, then THE PARTIES agree to review this cooperation agreement.

ARTICLE 6 DISPUTE RESOLUTION

- (1) In the event of any differences of opinion and/or disputes in connection with or as a result of this Cooperation Agreement, both PARTIES agree to resolve it through deliberation and consensus.
- (2) In the event of any disagreement in the deliberation, both parties agree to resolve it through the District Court.

ARTICLE 7 ETC

- (1) Changes to this Cooperation Agreement may only be made based on an agreement between the FIRST PARTY and the SECOND PARTY.
- (2) Matters not regulated in this Cooperation Agreement will be regulated and determined in an Addendum to be agreed upon between the FIRST PARTY and the SECOND PARTY and is an integral part of this Cooperation Agreement.

ARTICLE 8 CLOSING

This Cooperation Agreement is made in 2 (two) copies, each with sufficient stamp duty to be handed over to the PARTIES and has the same legal force for each PARTY.

FIRST PARTY

DEAN
Faculty of Computer Science
National Development University
"Veteran" East Java

Prof. Dr. Ir. Novirina Hendrasarie, MT. NIP. 19681126 199403 2 001

SECOND PARTY

FOUNDER & CEO FidelPortal.Inc

Danayt Teklu