

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**



**With The World**

**WITH THE WORLD INC**

**AND**



**UNIVERSITAS ISLAM NEGERI (UIN)  
ALAUDDIN MAKASSAR**

**2021**

## Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”) is made on September 10th, 2021 and entered into by and between:

**WITH THE WORLD INC.**, a private company duly registered in Japan with its headquarters at Sumitomo Mitsui Banking Corporation Kobe Headquarters Building 2<sup>nd</sup> Floor, Entrepreneurship Plaza Hyogo, 56 Naniwamachi, Chuo-ku, Kobe City, Hyogo Prefecture, Japan, represented by its President, Mr. Shunta Igarashi, duly authorized for this purpose (“**Party A**”);

and

Universitas Islam Negeri Alauddin Makassar, a school with its registered address at Jl. Sultan Alauddin No. 63 Makassar, Sulawesi Selatan, Indonesia, represented by Rektor UIN Alauddin, Prof. Hamdan Juhannis, MA., Ph.D., duly authorized for this purpose (“**Party B**”).

(Each of Party A and Party B is referred to as a “**Party**” and collectively, as “**Parties**”).

### RECITALS

**WHEREAS**, Party A has the educational platform called “World Online Discussion Program” (hereinafter referred to as the “**Program**”) where students are able to communicate directly with their partner students in Japan or other countries with the aim to promote language exchange while boosting the awareness for international and local issues.

**WHEREAS**, Party B realizes that the global partnership for intercultural exchange would contribute significantly to the mutual understanding, development of education, and personal growth of students.

**NOW, THEREFORE**, this MOU seeks to establish a co-operative relationship between Party A and Party B to coordinate, plan and implement intercultural and educational activities beneficial for students and youths, and in consideration of the above premises, the Parties hereto have agreed as follows:

#### 1. Description of the Program

The Program consists of a predetermined number of classes with the agreed program contents where students have opportunities to communicate with foreign students in partner school, and discuss social problems that both countries face in real settings.

Party B shall prepare equipment needed for the Program as follows:

- (a) Computer/Tablet/Smartphone;
- (b) Conference Camera;
- (c) Microphone;
- (d) ZOOM installed; and
- (e) Internet Connection at least 3G.

## **2. Roles and Responsibilities**

Party A shall:

- (a) lead the implementation of the Program;
- (b) provide an updated module of the Program with selected partner school;
- (c) provide a learning support staff for each student group of the Program;
- (d) issue a "Completion Program Certificate" for participating students provided that (i) the total number of absences of a student is less than 15% of the total number of sessions of the Program, or (ii) the number of absences of a student is less than 2 sessions to qualify for receiving the certificate. The certificates for teachers and school can be issued upon request. The teachers need to attend the meeting following the completion of the Program with Party A if Party B wishes to receive the certificates for teachers and school;
- (e) issue a "Program report" after the Program is completed.

Party B shall:

- (a) prepare a venue online/offline for the Program with the adequate space and appropriate ambiance for participants;
- (b) prepare the computer equipment needed for the Project;
- (c) at least 1 teacher / mentor from the school attends each class;
- (d) gather and maintain the required number of students in the predetermined school grade;
- (e) inform and manage the students' deadlines for completing the tasks and homework needed for the Project; and

- (f) ensure that all participating students, teachers, and tutors shall NOT record or take pictures during the session. Pictures or videos are not allowed to be kept personally nor shared on social media.

### **3. Location of Project**

At campus or respective students' home

### **4. Change in the Program**

Party B is not allowed to revise terms and conditions, including but not limited to the scope of roles and responsibilities as set out in Article 2 hereof, the Program's contents, schedule, or term after signing this MOU. Party B is not allowed to cancel the Program after signing this MOU.

### **5. Confidential Information**

Each Party shall keep in strict confidence and not disclose to a third party any information on the Program of the other Party acquired by reason of or in connection with this MOU with no prior written consent of the other Party. It includes taking pictures/screenshots/recording of Program without any prior consent. Further, teachers, students and schools are not allowed to use or upload any picture and/or video on the Program to any social media and/or website and/or any publications without prior consent. When using or uploading a picture and/or video after receiving a consent, both Parties shall hide the participants' displayed name to protect privacy. This provision will be valid even after this MOU is terminated.

### **6. Assignment**

Neither Party shall assign this MOU or any part thereof to any third party without the prior written consent of the other Party.

### **7. Settlement of Disputes**

Should a dispute or conflict arise between the Parties hereto out of or in relation to this MOU, the Parties shall make their best efforts to settle such dispute or conflict amicably in accordance with tenor and intent of this MOU. If the Parties fail to reach an agreement within a reasonable time, such dispute or conflict shall be submitted to and finally be solved by arbitration in Tokyo, Japan in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce.

**8. Governing Law**

This MOU shall be governed by and construed in accordance with the laws of Japan.

**9. Commencement and Duration**

This MOU shall be effective on the signing date of this MOU and shall continue to be valid and effective for a period of two (2) years. This MOU shall be automatically extended on a yearly basis unless either Party shall give the other Party a written notice of its intention of terminating this MOU at least one (1) month prior to the expiration of the original term or any extension period.

**IN WITNESS HEREOF**, the Parties have hereunto affixed their respective signatures this September 10th, 2021 at Kobe, Japan.

**PARTY A**  
SIGNED by

Shunta Igarashi  
President Director

for and on behalf of  
With The World Inc.

*Shunta Igarashi*

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**PARTY B**  
SIGNED by

M Prof. Hamdan Juhannis, MA., Ph.D. *H*  
Rektor UIN Alauddin

for and on behalf of  
Universitas Islam Negeri Alauddin  
Makassar



Date: Sep. 13, 2021