



# **MEMORANDUM OF AGREEMENT**

**BETWEEN**

**FACULTY OF TOURISM AND HOSPITALITY  
UNIVERSITAS NEGERI PADANG, INDONESIA**

**AND**

**TELUK DATAI RESORTS SDN BHTD/A THE DATAI  
RESORT LANGKAWI, MALAYSIA**

**2023**



## MEMORANDUM OF AGREEMENT

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Ref No: 4828/UN35/KS/2023

Ref No: INTERNS/PADANG/01/2023

This Memorandum of Agreement ("MoA") is made on and effective from the 11<sup>th</sup> day of August, 2023.

### BETWEEN

**FACULTY OF TOURISM AND HOSPITALITY, UNIVERSITAS NEGERI PADANG**, a public institution of higher education established under Presidential Decree No.93/1999 and Keppres No. 93/1999 whose address is at Jalan Prof Dr. Hamka, Air Tawar Padang, West Sumatera, 25131, Indonesia; (hereinafter referred to as "the first party");

### AND

**TELUK DATAI RESORTS SDN BHTD/A THE DATAI RESORT LANGKAWI**, a destination resort designed by an architect, Kerry Hill, that was opened in 1993 whose address is at Jalan Teluk Datai, 07000 Pulau Langkawi, Kedah Darul Aman, Malaysia (hereinafter referred to as "the second party").

Universitas Negeri Padang and The Datai Resort Langkawi shall be individually referred to as the "Party" and collectively as the "Parties".

### WHEREAS

Based on Memorandum of Understanding (MoU) between Universitas Negeri Padang, and The Datai Resort Langkawi, the parties agree to make cooperations on Education, Research and Community Service, internship program, curriculum development, facility utilization, promotion, and graduate distributions between both parties.

This agreement will be administered at the Welfare Family Education Study Program, Hospitality Management Study Program, Cosmetology and Beauty Study Program, and Culinary Study Program of the Faculty of Tourism and Hospitality at Universitas Negeri Padang (The First Party) and The Datai Resort Langkawi (The Second Party).

This Memorandum of Agreement witnesses as follows:

## **ARTICLE 1: IMPLEMENTATION**

1. The implementation of this activity is in accordance with the Areas of Cooperation stated in the MoU between the parties.
2. The First Party appointed Sri Zulfia Novrita, S.Pd., M.Si, coordinator of the Welfare Family Education Study Program, Trisna Putra, S.S., M.Sc, coordinator of the Hospitality Management Study Program, Murni Astuti, M.Pd.T coordinator of the Cosmetology and Beauty Study Program, and Wiwik Gusnita, S.Pd., M.Si., coordinator of the Culinary Study Program as the person in charge of this cooperation agreement.
3. The internship program will be held every semester those are January – June and July – December.

## **ARTICLE 2: RIGHTS AND OBLIGATIONS**

1. The Parties are entitled and obliged to do the following:
  - a. benefit from the academic or non-academic cooperation carried out,
  - b. prepare administration related to Cooperation, and;
  - c. assist the implementation process of activities in accordance with the Areas of Cooperation Agreement.
2. The First Party entitled and obliged to do the following:
  - a. ensure that each and every student is certified medically fit, and forward copies of the medical report to the second party,
  - b. provide the relevant documents such as photographs, photocopy of

passport and individual resume for the application of professional Visa through the Malaysian Immigration Department, and;

- c. review the progress and performance of the students with the Director of Human Resources.

3. The Second Party is entitled and obliged to do the following:

- a. pay a monthly allowance of RM 550.00 to the students in while conduct internship,
- b. ensure that the duration of the internship is 6 months,
- c. Provide levy fees imposed by the local authorities (Immigration Department),
- d. provide uniform, transportation, 3 duty meals and accommodation in Staff Residence for students,
- e. provide one way return ticket Langkawi – Kuala Lumpur – Padang for students for doing internship,
- f. provides return transfer service from the Airport to hotel for all students and lecturers and vice versa,
- g. provides complementary accommodation, and full board meals for 2 nights for 2 lecturers plus full board per batch attachment subject who are conducting monitoring program,
- h. ensure the working hour is 8 eight hours per day with a rest day given in each week,
- i. Pay the overtime work in excess of the regulated working hours that constitute as overtime payable at a rate of RM 3.5/hour,
- j. In-house medical treatment, Group Hospitalization Insurance and Group Term Insurance that is all non-specialist medical treatment up to RM 5000.00 is provided.
- k. when the students are in The Datai Resort Langkawi, the HRD and Supervisor sections are responsible for the training activity.

**ARTICLE 3:**

**FINANCIAL ARRANGEMENTS**

All costs generated in connection with the implementation of this MoA will be borne by

both Parties in accordance with the second article of this MoA.

**ARTICLE 4:**  
**ENTRY INTO EFFECT AND DURATION**

1. This Memorandum of Agreement will come into effect on the date of signing and will remain in effect for a period of one (1) years and will be renewed every year.
2. This Memorandum of Agreement will be monitored and evaluated in effect at least one (1) time a year.
3. This Memorandum of Agreement may be extended for a further period as may be agreed in writing by the parties.

If the Memorandum of Agreement is not renewed by mutual consent, Memorandum of Agreement shall conclude at the end of the specified period, or after activities in progress have concluded.

**ARTICLE 5:**  
**NOTICE**

Every notice, request or any other communication required or permitted to be given pursuant to this MoA shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile number or email to the address or sent to the electronic mail address of Universitas Negeri Padang or The Datai Resort Langkawi registered (which shall be acknowledged by the other party) to the Parties at the address and facsimile number as stated below:

(a) If to the First Party:

Attention : Dr. Kasmita, S.Pd., M.Si.

Vice Dean of Academic Affairs Faculty of Tourism and Hospitality  
at Universitas Negeri Padang

Address : International Office Universitas Negeri Padang

Jl. Prof. Dr. Hamka, Air Tawar, Padang, West Sumatera,  
Indonesia, 25131.

Email : [kasmita70@fpp.unp.ac.id](mailto:kasmita70@fpp.unp.ac.id)

Tel. No. : +6281267024809

Attention : Prof. Rusnardi Rahmat Putra, Ph.D.Eng  
Head of International Office

Address : International Office Universitas Negeri Padang  
Jl. Prof. Dr. Hamka, Air Tawar, Padang, West Sumatera,  
Indonesia, 25131.

Email : [international.office@unp.ac.id](mailto:international.office@unp.ac.id)

Tel. No. : +62751-7053902

Fax No. : +62751-7055628

(b) If to the Second Party:

Attention : Mr Johan Eusoffe Abdullah  
Director of Human Resources

Address : The Datai Langkawi  
Jalan Teluk Datai, 07000 Langkawi, Malaysia

Email : [johan.abdullah@dataihotels.com](mailto:johan.abdullah@dataihotels.com)

Tel. No. : +604 9500 500

#### **ARTICLE 6: SETTLEMENT OF DISPUTES**

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

#### **ARTICLE 7: MISCELLANEOUS**

1. Things that have not been sufficiently regulated in this MoA, will be determined in an Addendum agreed by The Parties which is an integral part of this MoA.
2. This Memorandum of Agreement was signed by the PARTIES in 2 (two) original

copies, sufficiently stamped and having legal force to be used accordingly

**IN WITNESS WHEREOF THE UNDERSIGNED**, being duly authorized by their respective organizations, sign this MoU on the date above

Signed by

for and on behalf of

**FACULTY OF TOURISM AND  
HOSPITALITY**

**UNIVERSITAS NEGERI PADANG**



**Prof. Dra. Asmar Yulastri, M.Pd, Ph.D**  
Dean

Witnessed by:

**Prof. Dr. Yasri, MS.**

Vice Rector IV for Collaboration and  
Information System Technology

Signed by

for and on behalf of

**THE DATAI LANGKAWI  
MALAYSIA**



JALAN TELUK DATAI  
07000 LANGKAWI  
KEDAH DARUL AMAN  
MALAYSIA

T +60 4 9500 500  
F +60 4 9500 600

**Mr Johan Eusoffe Abdullah**  
Director of Human Resources

Witnessed by:

**Norliza binti Selamat Din**

Learning & Development Manager