



MEMORANDUM KESEPAHAMAN

Memorandum Kesepahaman yang tidak mengikat ini ("**MOU**") ditandatangani pada **June 24, 2024** ("**Tanggal Berlaku**"):

ANTARA Universitas Terbuka, beralamat kantor di Jalan Cabe Raya, Pondok Cabe, Pamulang, Tangerang Selatan, Banten, 15437, Indonesia ("**Universitas**");

DAN PT Microsoft Indonesia, beralamat kantor di 18th Floor, Tower 2, Jakarta Stock Exchange Building, Sudirman Central Business District, Jl. Jend. Sudirman Kav. 52 – 53, Jakarta 12910, Indonesia ("**Microsoft**"),

(Universitas dan Microsoft bersama-sama disebut sebagai "**Para Pihak**" dan masing-masing disebut "**Pihak**").

MOU ini menetapkan ketentuan yang berlaku terhadap diskusi Para Pihak terkait potensi hubungan bisnis antara Para Pihak. Kecuali secara tersurat dinyatakan lain dalam Bagian 12 dalam dokumen ini di bawah, tidak ada ketentuan dalam MOU ini yang dimaksudkan, atau akan ditafsirkan, untuk mengikat Para Pihak. MOU ini dimaksudkan untuk membentuk dasar diskusi, sesuai dengan uji tuntas Universitas dan Microsoft, serta tidak menyatakan semua persoalan yang harus disepakati sebelum menandatangani perjanjian atau perjanjian-perjanjian komersial yang mengikat dan komprehensif secara hukum (selanjutnya disebut sebagai "**Kesepakatan Akhir**").

MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("**MOU**") is entered into on **June 24, 2024** ("**Effective Date**"):

BETWEEN Universitas Terbuka, with its office address at Jalan Cabe Raya, Pondok Cabe, Pamulang, Tangerang Selatan, Banten, 15437, Indonesia. ("**University**");

AND PT Microsoft Indonesia, having its principal office at 18th Floor, Tower 2, Jakarta Stock Exchange Building, Sudirman Central Business District, Jl. Jend. Sudirman Kav. 52 – 53, Jakarta 12910, Indonesia ("**Microsoft**"),

(University and Microsoft together collectively referred to as the "**Parties**" and individually a "**Party**").

This MOU sets forth the terms applicable to the Parties' discussions related to a potential business relationship between the Parties. Unless expressly stated otherwise in Section 12 hereinbelow, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties. This MOU is intended to form a basis of discussion, is subject to due diligence by University and Microsoft and does not state all matters upon which an agreement must be reached before executing a legally binding, comprehensive commercial agreement or agreements (hereinafter referred as a "**Definitive Agreement**").

LATAR BELAKANG:

- (A) **Universitas Terbuka** adalah perguruan tinggi yang menerapkan pembelajaran jarak jauh, tidak dilakukan secara tatap muka, dan juga terbuka yaitu tidak ada pembatasan usia, tahun ijazah, masa belajar, waktu registrasi, dan frekuensi mengikuti ujian.
- (B) **PT Microsoft Indonesia** adalah anak perusahaan yang sepenuhnya dimiliki oleh Microsoft Corporation dan adalah pengembang, produsen, distributor, dan penyedia teknologi perangkat lunak, layanan awan, dan teknologi solusi lainnya.
- (C) Para Pihak mengakui kemampuan dan sumber daya Pihak dan ingin menjelajahi serta menilai kelayakan kolaborasi satu sama lain pada Proyek (sebagaimana ditetapkan dalam Bagian 2).

1. TUJUAN

MOU ini bertujuan untuk menjelaskan pemahaman Para Pihak saat ini terkait potensi kerja sama dan kolaborasinya pada Proyek serta memfasilitasi diskusi lebih lanjut tentang hal tersebut, termasuk dengan:

- (a) memungkinkan berbagi informasi terkait secara rahasia antara Para Pihak dengan tujuan untuk mengidentifikasi tujuan setiap Pihak sehubungan dengan Proyek dan kemampuan terkait dari setiap Pihak untuk mendukung pencapaian tujuan tersebut; dan
- (b) menetapkan kerangka, hubungan kerja, penerapan struktur, dan komitmen mendatang yang memungkinkan dari Para Pihak sehubungan dengan Proyek.

BACKGROUND:

- (A) **Universitas Terbuka** is a public university that implements distance learning, not face-to-face, and is also open, that is, there are no restrictions on graduation, year of diploma, study period, time of registration, and frequency of taking exams.
- (B) **PT Microsoft Indonesia** is a wholly owned subsidiary of Microsoft Corporation and is a developer, manufacturer, distributor, and provider of software technologies, cloud services and other solution technologies.
- (C) The Parties recognize the capabilities and resources of each Party and wish to explore and assess the feasibility of collaborating with each other on the Project (as defined in Section 2).

1. OBJECTIVE

The objective of this MOU is to describe the Parties' current understanding regarding their potential cooperation and collaboration on the Project and to facilitate further discussions related to that, including by:

- (a) enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party in relation to the Project, and the corresponding capabilities of each Party to support the achievement of such objectives; and
- (b) setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties in relation to the Project.

2. PROYEK

Proyek berikut disebut sebagai "**Proyek**" dalam MOU ini.

MOU ini bertujuan untuk menetapkan kerja sama antara Universitas dan Microsoft dalam peningkatan kualitas dan kapasitas sumber daya manusia di Universitas.

Sehubungan dengan Proyek, Para Pihak akan lebih lanjut mendiskusikan dan menjelajahi hal-hal berikut:

- a. Eksplorasi konten pembelajaran dan teknologi Microsoft yang tersedia di dalam Microsoft Learn yang dapat digunakan untuk peningkatan kualitas Sumber Daya Manusia (SDM) Universitas dan peningkatan kegiatan belajar mengajar di Universitas;
- b. Eksplorasi berbagai jenis dan jenjang pelatihan teknologi Microsoft untuk membantu peningkatan kapasitas Sumber Daya Manusia (SDM) Universitas;
- c. Pengembangan materi pelatihan yang sesuai dengan capaian pembelajaran lulusan Universitas;
- d. Pertukaran data dan informasi hasil kerja sama; dan
- e. Eksplorasi potensi penggunaan teknologi kecerdasan buatan Microsoft, seperti namun tidak terbatas pada Azure OpenAI, Azure AI, dan GitHub, yang sesuai dengan kebutuhan di Universitas.

Deskripsi Proyek dan aktivitas Para Pihak yang diperkirakan yang dijabarkan dalam Bagian 2 ini hanya dimaksudkan untuk menggambarkan cakupan dan menangkap konsep serta parameter umum dari potensi kolaborasi antara Para Pihak. Para Pihak menyatakan bahwa elemen khusus dari setiap kolaborasi antara Para Pihak, termasuk kontribusi masing-masing Pihak, akan dicerminkan dalam Kesepakatan Akhir terkait

2. THE PROJECT

The following project is referred to in this MOU as the "**Project**".

This MOU establishes collaboration between University and Microsoft to improve the quality and capacity of University's human resources.

In connection with the Project, the Parties may further discuss and explore the following:

- a. Exploration of Microsoft learning content and technology that is available in Microsoft Learn, that can be used to improve the quality of Human Resources (HR) of the University and improve teaching and learning activities at the University.
- b. Exploration of types and levels training of Microsoft technology to help increasing the capacity of Human Resources (HR) of the University.
- c. Development of training materials that are in line with the learning outcomes of University graduates ;
- d. Data and information exchange on the results of cooperation; and
- e. Exporation potential the use of Microsoft Artificial Intelligence, such as but not limited to Azure OpenAI, Azure AI, and GitHub, that is aligned with the needs of University.

The description of the Project and the Parties' anticipated activities set forth in this Section 2 are intended merely to delineate the scope of and capture general concepts and parameters of the potential collaboration between the Parties. The Parties acknowledge that the specific elements of any collaboration between the Parties, including the respective contributions of each Party, will be reflected in a Definitive Agreement related to the Project, to the extent any such agreement is executed by the Parties.

Proyek, sejauh perjanjian tersebut ditandatangani oleh Para Pihak.

[sixty (60)]

3. LEMBAR KETENTUAN

[Bagian ini sengaja dihilangkan]

3. TERM SHEET

[Section omitted intentionally]

4. JANGKA WAKTU DAN PENGAKHIRAN

- (a) MOU ini berlaku pada Tanggal Berlaku dan terus berlaku hingga, mana yang lebih dahulu, dari (i) satu (1) tahun setelah Tanggal Berlaku, (ii) penandatanganan Perjanjian Kerja Sama oleh Para Pihak terkait Proyek, (iii) Tanggal berlaku pengakhiran MOU ini oleh salah satu Pihak sesuai dengan Bagian 4(b), atau sebagaimana disetujui oleh Para Pihak secara tertulis dan ditandatangani oleh Para Pihak.
- (b) Kedua belah Pihak dapat mengakhiri MOU ini kapan saja dengan memberikan pemberitahuan tertulis setidaknya 30 (tiga puluh) hari kepada Pihak lain, dengan atau tanpa alasan, dan tanpa kewajiban dalam bentuk apa pun terhadap Pihak lainnya.
- (c) Setelah pengakhiran MOU ini, masing-masing Pihak, setelah menerima permintaan tertulis dari Pihak lain, (i) akan mengembalikan atau memusnahkan (sejalan dengan permintaan) semua properti (mis. konten, teknologi, perangkat lunak, dokumentasi, dan Informasi Rahasia (sebagaimana didefinisikan dalam Bagian 6 (Kerahasiaan)) yang dimiliki atau diberikan oleh Pihak lain, dan (ii) atau tidak lagi memiliki tugas atau kewajiban berkelanjutan kepada Pihak lain, kecuali untuk ketentuan dari MOU ini yang akan berlaku setelah kedaluwarsa atau pengakhiran MOU ini, sebagaimana ditetapkan secara tegas dalam MOU ini.

4. TERM AND TERMINATION

- (a) This MOU commences on the Effective Date and continues until the earlier of (i) one (1) year after the Effective Date, (ii) the Parties' execution of a Definitive Agreement related to the Project, (iii) the effective date of termination of this MOU by a Party pursuant to Section 4(b), or as agreed by the Parties in writing and signed by the Parties.
- (b) Either Party may terminate this MOU at any time by providing at least 30 (thirty) days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.
- (c) Upon termination of this MOU, each Party upon written request from the other Party (i) will return or destroy (in line with the request) all properties (e.g., content, technology, software, documentation and Confidential Information (as defined in Section 6 (Confidentiality)) owned or provided by the other Party, and (ii) otherwise has no continuing duty or obligation to the other Party, except for any provision of this MOU that survives the expiration or termination of this MOU as expressly provided herein.

5. EKSKLUSIVITAS

MOU ini bersifat noneksklusif. Tidak ada bagian dalam MOU ini yang membatasi kedua belah Pihak untuk berkolaborasi atau menandatangani perjanjian apa pun dengan pihak ketiga atau pihak yang berkaitan dengan persoalan yang ada dalam cakupan MOU ini atau persoalan lainnya.

6. KERAHASIAAN

Sejauh yang diizinkan oleh hukum yang berlaku, keberadaan dan ketentuan MOU ini, serta seluruh diskusi antara Para Pihak (atau para afiliasinya), yang terkait dengan MOU ini atau Kesepakatan Akhir merupakan Informasi Rahasia.

Para Pihak menandatangani Perjanjian Kerahasiaan pada **February 28, 2023** (selanjutnya disebut sebagai "NDA"). NDA akan mengatur seluruh Informasi Rahasia (sepaimana dijelaskan dalam NDA) yang ditukarkan antara para pihak sehubungan dengan MOU ini.

7. KEKAYAAN INTELEKTUAL

Seluruh Kekayaan Intelektual, termasuk namun tidak terbatas pada, hak cipta, perangkat lunak, dan hak database, hak paten, rahasia dagang, merek dagang, hak atas desain, serta seluruh hak Kekayaan Intelektual atau hak kepemilikan lainnya ("**Kekayaan Intelektual**") yang dimiliki oleh satu Pihak sebelum tanggal MOU ini akan tetap menjadi milik pihak tersebut. Semua hak Kekayaan Intelektual yang disediakan oleh satu Pihak kepada Pihak lainnya sehubungan dengan MOU ini, atau lainnya, akan tetap sepenuhnya menjadi milik dari, dan secara sah dimiliki oleh, Pihak pertama atau pemberi lisensinya. Pihak mana pun tidak akan mendapatkan, dikarenakan oleh MOU ini, hak apa pun atas atau terhadap hak Kekayaan Intelektual yang dimiliki oleh Pihak lain. Setiap hak Kekayaan Intelektual yang dibuat oleh satu Pihak tanpa penggunaan dari atau referensi ke hak Kekayaan Intelektual atau Informasi Rahasia dari

5. EXCLUSIVITY

This MOU is non-exclusive. Nothing in this MOU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MOU or any other matter.

6. CONFIDENTIALITY

To the extent permitted by applicable law the existence and terms of this MOU, and all discussions between the Parties (or their affiliates), related to this MOU or a Definitive Agreement are Confidential Information.

The Parties executed a Non-Disclosure Agreement on **February 28, 2023** (hereinafter referred as the "NDA"). The NDA will govern all Confidential Information (as defined in the NDA) exchanged between the parties in connection with this MOU.

7. INTELLECTUAL PROPERTY

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("**Intellectual Property**") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party. University acknowledges that only a written licensing agreement

Pihak lain akan menjadi dan akan tetap menjadi properti eksklusif dan sepenuhnya dari Pihak pertama tersebut. Universitas menyatakan bahwa hanya perjanjian lisensi tertulis yang ditandatangani oleh **Microsoft Ireland Operations Limited** yang dapat membuat perjanjian lisensi yang mengikat antara Microsoft dan pelanggannya sehubungan dengan produk perangkat lunaknya.

8. KEGIATAN HUBUNGAN MASYARAKAT BERSAMA

Pihak mana pun tidak diperbolehkan menggunakan nama Pihak lain sebagai referensi dalam negosiasi dengan pihak ketiga, atau dalam siaran pers, ataupun pemberitahuan publik lainnya, kecuali dengan persetujuan tertulis sebelumnya oleh Pihak lain tersebut atau sejauh yang diminta oleh hukum yang berlaku.

9. HUBUNGAN PARA PIHAK

MOU ini tidak ditujukan untuk mendirikan atau membuat, dan tidak akan mendirikan atau membuat, kemitraan, usaha bersama, atau entitas bisnis formal lainnya antara Para Pihak, dan Pihak mana pun tidak memiliki wewenang untuk mengikat pihak lain dalam cara apa pun. Juga, MOU ini tidak ditujukan untuk mendirikan atau membuat, dan tidak akan mendirikan atau membuat, (1) hubungan keagenan atau kemitraan antara Para Pihak, atau (2) hubungan fidusia lainnya di antara Para Pihak.

10. BIAYA DAN PENGELUARAN

Setiap Pihak akan bertanggung jawab atas biaya dan pengeluarannya sendiri yang secara terpisah dikeluarkan dalam hubungannya dengan MOU ini, termasuk tanpa batasan, pelaksanaan dari setiap dan seluruh tugas atau kewajiban yang ditetapkan di sini.

signed by **Microsoft Ireland Operations Limited** may create a binding licensing agreement between Microsoft and its customers in relation to its software products.

8. JOINT PUBLIC RELATIONS ACTIVITIES

Neither Party may use the name of the other Party as a reference in negotiations with third parties; or in press releases or other public notifications, except with the prior written consent of the other Party or to the extent required by applicable law.

9. RELATIONSHIP OF THE PARTIES

Nothing in this MOU is intended to establish or create, and shall not establish or create, a partnership, joint venture or other formal business entity between the Parties, and neither Party has any authority to bind the other in any way. Likewise, nothing in this MOU is intended to establish or create, and shall not establish or create, (1) an agency or partnership relationship between the Parties, or (2) any other fiduciary relationship between the Parties.

10. COSTS AND EXPENSES

Each Party will be responsible for its own costs and expenses individually incurred in connection with this MOU, including, without limitation, the performance of any and all duties or obligations set forth herein.

11. PROVISI YANG MENGIKAT

- (a) Kecuali sebagaimana disebutkan dalam MOU ini, (i) MOU ini tidak ditujukan untuk membuat atau membuktikan segala kewajiban yang mengikat secara hukum kepada Pihak mana pun, dan (ii) setiap Pihak dapat menghentikan diskusi dan menolak untuk menjalani atau menyelesaikan kegiatan apa pun yang dijelaskan dalam MOU ini kapan saja sesuai pertimbangannya sendiri dan tanpa kewajiban terhadap Pihak lain atau pihak ketiga mana pun, sebagaimana dijelaskan di Bagian 4 di atas.
- (b) Bagian berikut dari MOU ini akan mengikat dan dapat diberlakukan bagi Para Pihak dan akan tetap berlaku setelah MOU ini berakhir atau diakhiri: Bagian 4 (Jangka Waktu dan Penghentian), 5 (Eksklusivitas), 6 (Kerahasiaan), 7 (Kekayaan Intelektual), 8 (Kegiatan Hubungan Masyarakat), 9 (Hubungan Para Pihak), 10 (Biaya dan Pengeluaran), 11 (Provisi yang Mengikat), 12 (Batasan Kewajiban), dan 13 (Hukum yang Mengatur).
- (c) MOU ini tidak mewajibkan satu Pihak untuk, atau membentuk pernyataan oleh Pihak mana pun bahwa pihaknya akan memulai Kesepakatan Akhir dengan Pihak lainnya terkait dengan Proyek.
- (d) Universitas menyatakan bahwa ketentuan yang mengikat yang terkait dengan pemberian lisensi hanya dapat ditawarkan dalam perjanjian lisensi yang disetujui secara tertulis oleh pusat operasi regional Microsoft.

12. BATASAN KEWAJIBAN

- (a) Sejauh yang diperbolehkan oleh hukum,
 - i. Pihak mana pun tidak berkewajiban atas kehilangan laba, interupsi bisnis, kehilangan informasi bisnis, kerugian ekonomi, atau kehilangan atau kerugian tidak langsung, insidental, konsekuensial, atau khusus lainnya, sekalipun

11. BINDING PROVISIONS

- (a) Except as expressly provided in this MOU, (i) this MOU is not intended to create or evidence any legally binding obligation on any Party, and (ii) any Party may discontinue discussions and decline to undertake or complete any of the activities described in this MOU at any time in its sole discretion and without liability to the other Party or any third party, as described in Section 4 hereinabove.
- (b) Notwithstanding Section 11(a) above, the following sections of this MOU will be binding and enforceable against the Parties and will survive the expiration or termination of this MOU: Sections 4 (Term and Termination), 5 (Exclusivity), 6 (Confidentiality), 7 (Intellectual Property), 8 (Joint Public Relations Activities), 9 (Relationship of the Parties), 10 (Costs and Expenses), 11 (Binding Provisions), 12 (Limitation of Liability) and 13 (Governing Law).
- (c) Nothing in this MOU obligates a Party to or constitutes a representation by either Party that it will enter into a Definitive Agreement with the other Party related to the Project.
- (d) University acknowledges that any binding terms related to licensing can only be offered in a licensing agreement approved in writing by a Microsoft regional operations centre.

12. LIMITATION OF LIABILITY

- (a) To the fullest extent permitted by law:
 - i. neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or

kehilangan atau kerugian tersebut diakibatkan, atau dikarenakan oleh, kelalaian Pihak tersebut atau pelanggaran MOU ini; dan

- ii. Kewajiban total dari masing-masing Pihak kepada Pihak lainnya untuk kerugian lain berdasarkan MOU ini dibatasi hingga \$5.000 USD.
- (b) Pembatasan atau pengecualian tidak akan berlaku bagi kewajiban yang timbul dari pelanggaran satu Pihak akan komitmennya yang dijelaskan di Bagian 6 (Kerahasiaan) dari MOU ini.
- (c) Seluruh materi, informasi, dan item lain yang disediakan oleh satu Pihak kepada Pihak lainnya sehubungan dengan MOU ini akan disediakan "sebagaimana adanya" tanpa jaminan apa pun, dan **setiap Pihak menafikan semua jaminan, tersurat maupun tersirat, sehubungan dengan semua materi, informasi, dan item lain tersebut.**

13. HUKUM YANG MENGATUR

MOU ini akan diatur oleh undang-undang **negara Republik Indonesia**, tanpa memandang pertentangan prinsip hukum yang ada. Setiap Pihak memberikan persetujuan yang tidak dapat ditarik kembali atas yurisdiksi eksklusif dan tempat pertemuan **Pengadilan Negeri Jakarta Pusat** untuk setiap sengketa yang timbul berdasarkan atau sehubungan dengan MOU ini.

14. BAHASA

Perjanjian ini disediakan dalam 2 (dua) bahasa yaitu bahasa Indonesia dan bahasa Inggris. Dalam hal terjadi perbedaan penafsiran atas isi Perjanjian ini, maka versi bahasa Inggris yang akan berlaku.

contributed to, by that Party's negligence or breach of this MOU;

- ii. Each Party's total liability to the other Party for any other damage under this MOU is limited to \$5,000 USD; and
- (b) No limitation or exclusions will apply to liability arising out of a Party's breach of its obligations described in Section 6 (Confidentiality) of this MOU.
- (c) All materials, information, and other items provided by one Party to the other Party in connection with this MOU are provided "as is" without warranty of any kind, and **each Party disclaims all warranties, express or implied, with respect to all such materials, information, and other items.**

13. GOVERNING LAW

This MOU will be governed by the laws of **Republic of Indonesia**, without regard to conflicts of law principles. Each Party irrevocably consents to the exclusive jurisdiction and venue of **Courts of Indonesia** for any disputes arising under or in connection with this MOU.

14. LANGUAGE

This Agreement is provided in two (2) languages being the Indonesian language and English language. In case of any discrepancy of interpretation upon the content of this Agreement, then the English language version shall prevail.

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MOU ini ditandatangani oleh Para Pihak pada Tanggal Berlaku.

This MOU is signed by the Parties as of the Effective Date.

Dengan menandatangani MOU ini, saya juga menyatakan bahwa saya berwenang untuk menandatangani atas nama Perusahaan.

By signing this MOU, I also confirm that I am authorised to sign on behalf of University.

Oleh: 
(tanda tangan)

By: 
(signature)

Nama: OJAT DAROJAT
(huruf besar)

Name: OJAT DAROJAT
(printed)

Jabatan: REKTOR UNIVERSITAS TERBUKA
(huruf besar)

Title: RECTOR UNIVERSITAS TERBUKA
(printed)

Tanggal: 24 Juni 2024
(huruf besar)

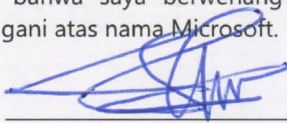
Date: June 24, 2024
(printed)

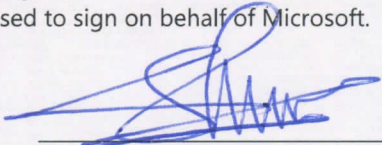
PT MICROSOFT INDONESIA

PT MICROSOFT INDONESIA

Dengan menandatangani MOU ini, saya juga menyatakan bahwa saya berwenang untuk menandatangani atas nama Microsoft.

By signing this MOU, I also confirm that I am authorised to sign on behalf of Microsoft.

Oleh: 
(tanda tangan)

By: 
(signature)

Nama: DHARMA SIMORANGKIR
(huruf besar)

Name: DHARMA SIMORANGKIR
(printed)

Jabatan: PRESIDEN DIREKTUR PT. MICROSOFT INDONESIA
(huruf besar)

Title: PRESIDENT DIRECTOR PT. MICROSOFT INDONESIA
(printed)

Tanggal: 24 Juni 2024

Date: June 24, 2024
(printed)

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NON-DISCLOSURE AGREEMENT



Non-Disclosure Agreement (Standard)

This Non-Disclosure Agreement ("agreement") is between the parties signing below. "We," "us" and "our" refer to both of the parties signing below and our respective affiliates.

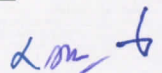
Universitas Terbuka AND ITS AFFILIATES:	PT. MICROSOFT INDONESIA
Jl. Cabe Raya, Pondok Cabe, Pamulang Tangerang Selatan, Banten 15437 Indonesia	Sudirman Central Business District Jl. Jend. Sudirman Kav. 52-53 18th floor, Tower II, Jakarta Stock Exchange Building Jakarta 12190 Indonesia
Signature: 	
Print Name: Dimas Agung Prasetyo	Ben Orndorff
Print Title: IT Director	ASSISTANT GC
Signature Date: Feb 28, 2023	February 28, 2023

For information about this agreement, contact the Microsoft Contact, Arief Suseno.

- 1. The purpose of this agreement.** This agreement allows us to disclose confidential information to each other, to our own affiliates and to the other's affiliates, under the following terms. An "affiliate" is any legal entity that one of us owns, that owns one of us or that is under common control with one of us. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.
- 2. Confidential information.**
 - a. What is included.** "Confidential information" is non-public information, know-how and trade secrets in any form that:
 - Are designated as "confidential"; or
 - A reasonable person knows or reasonably should understand to be confidential.

Agreement Number: 7535531

Sensitivity: Internal & Restricted



- b. **What is not included.** The following types of information, however marked, are not confidential information. Information that:
- Is, or becomes, publicly available without a breach of this agreement;
 - Was lawfully known to the receiver of the information without an obligation to keep it confidential;
 - Is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
 - Is independently developed; or
 - Is a comment or suggestion one of us volunteers about the other's business, products or services.

3. Treatment of confidential information.

- a. **In general.** Subject to the other terms of this agreement, each of us agrees:
- We will not disclose the other's confidential information to third parties; and
 - We will use and disclose the other's confidential information only for purposes of our business relationship with each other.
- b. **Security precautions.** Each of us agrees:
- To take reasonable steps to protect the other's confidential information. These steps must be at least as protective as those we take to protect our own confidential information;
 - To notify the other promptly upon discovery of any unauthorized use or disclosure of confidential information; and
 - To cooperate with the other to help regain control of the confidential information and prevent further unauthorized use or disclosure of it.
- c. **Sharing confidential information with affiliates and representatives.**
- A "representative" is an employee, contractor, advisor or consultant of one of us or one of our respective affiliates.
 - Each of us may disclose the other's confidential information to our representatives (who may then disclose that confidential information to other of our representatives) only if those representatives have a need to know about it for purposes of our business relationship with each other. Before doing so, each of us must:
 - ensure that affiliates and representatives are required to protect the confidential information on terms consistent with this agreement; and
 - accept responsibility for each representative's use of confidential information.
 - Neither of us is required to restrict work assignments of representatives who have had access to confidential information. Neither of us can control the incoming

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information the other will disclose to us in the course of working together, or what our representatives will remember, even without notes or other aids. We agree that use of information in representatives' unaided memories in the development or deployment of our respective products or services does not create liability under this agreement or trade secret law, and we agree to limit what we disclose to the other accordingly.

- d. **Disclosing confidential information if required to by law.** Each of us may disclose the other's confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, each of us must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

4. Length of confidential information obligations.

- a. **Termination.** This agreement continues in effect until one of us terminates it. Either of us may terminate this agreement for any reason by providing the other with 30 days' advance written notice. Termination of this agreement will not change any of the rights and duties made while this agreement is in effect.
- b. **No other use or disclosure of confidential information.** Except as permitted above, neither of us will use or disclose the other's confidential information for five years after we receive it. The five-year time period does not apply if applicable law requires a longer period.

5. General rights and obligations.

- a. **Law that applies; jurisdiction and venue.** The laws of Indonesia govern this agreement. We each consent to jurisdiction and venue in the courts of Indonesia.
- b. **Compliance with law.** Each of us will comply with all export laws that apply to confidential information.
- c. **Waiver.** Any delay or failure of either of us to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.
- d. **Money damages insufficient.** Each of us acknowledges that money damages may not be sufficient compensation for a breach of this agreement. Each of us agrees that the other may seek court orders to stop confidential information from becoming public in breach of this agreement.
- e. **Attorneys' fees.** In any dispute relating to this agreement the prevailing party will be entitled to recover reasonable attorneys' fees and costs.
- f. **Transfers of this agreement.** If one of us transfers this agreement, we will not disclose the other's confidential information to the transferee without the other's consent.
- g. **Enforceability.** If any provision of this agreement is unenforceable, the parties (or, if we cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of this agreement will remain in place.

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- h. **Entire agreement.** This agreement does not grant any implied intellectual property licenses to confidential information, except as stated above. We may have contracts with each other covering other specific aspects of our relationship ("other contracts"). The other contract may include commitments about confidential information, either within it or by referencing another non-disclosure agreement. If so, those obligations remain in place for purposes of that other contract. With this exception, this is the entire agreement between us regarding confidential information. It replaces all other agreements and understandings regarding confidential information. We can only change this agreement with a signed document that states that it is changing this agreement.

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Final Audit Report

2023-02-28

Created:	2023-02-28
By:	Contract Pro (cpro@microsoft.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPQhQEsqNRV3gFYMCAr9MijvhCKcdKNhT

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-  Document created by Contract Pro (cpro@microsoft.com)
2023-02-28 - 8:24:09 AM GMT - IP address: 104.42.169.132
-  Document emailed to dimas@ecampus.ut.ac.id for signature
2023-02-28 - 8:24:12 AM GMT
-  Email viewed by dimas@ecampus.ut.ac.id
2023-02-28 - 8:52:29 AM GMT - IP address: 114.4.97.102
-  Signer dimas@ecampus.ut.ac.id entered name at signing as Dimas Agung Prasetyo
2023-02-28 - 8:53:40 AM GMT - IP address: 114.4.97.102
-  Document e-signed by Dimas Agung Prasetyo (dimas@ecampus.ut.ac.id)
Signature Date: 2023-02-28 - 8:53:42 AM GMT - Time Source: server - IP address: 114.4.97.102
-  Agreement completed.
2023-02-28 - 8:53:42 AM GMT