



## MEMORANDUM OF AGREEMENT

### FOR HUMAN RESOURCE DEVELOPMENT PROGRAM BETWEEN



### POLITEKNIK PENERBANGAN INDONESIA - CURUG AND

### EMPRESA PÚBLICA ADMINISTRAÇÃO DE AEROPORTOS E NAVEGAÇÃO AÉREA DE TIMOR-LESTE / ANATL, E.P.,

### FUNDO DE DESENVOLVIMENTO DO CAPITAL HUMANO DE TIMOR – LESTE/FDCH.

HK.201/3/15/PPIC/2024

MOA/V/ANATL,EP/2024

This Memorandum of Agreement (MoA) is drawn up and agreed upon between the Politeknik Penerbangan Indonesia, Curug (hereinafter referred to as PPIC) and the Air Navigation Administration of Timor-Leste (hereinafter referred to as ANATL, E.P.) and the Fundo de Desenvolvimento do Capital Humano de Timor-Leste (hereinafter referred to as FDCH) in order to implement a cooperation in the field of Education to establish Human Resources Development Program outlined in the Memorandum of Understanding (MoU) between PPIC, signed by Capt. Megi H. Hulmiadi – the Director of PPIC and the Board President of ANATL, E.P. Mr. Eng Romualdo António Soares da Silva and Executive Director of FDCH, Mr. Dr. Júlio Aparicio, as the realization of the Memorandum of Understanding (MoU) signed by both parties on behalf of Ministry of Transportation of the Republic of Indonesia and the Ministry Of Transport and Communication of the Republic Democratic of Timor – Leste on 21<sup>st</sup> of January, 2019.

This Memorandum of Agreement (“Agreement”) is made and entered into force as of 22<sup>nd</sup> of July, 2024 by and between:

- 1) The Politeknik Penerbangan Indonesia Curug, as a Polytechnic Institution having its registered office at Jalan Raya Curug, Tangerang 15820, Indonesia (hereinafter referred to as PPIC) as of the one party, and
- 2) The ANATL, E.P. having its registered office at Aeroporto Internacional Presidente Nicolau Lobato, Dili, Timor – Leste of the other party, and
- 3) The FDCH having its registered office at Rua Colmera, Dili, Timor-Leste of the other party. (Each “Party” and collectively, the “Parties”).

WHEREAS:

- a) PPIC is engaged in the research, training and education of aviation science and engineering programs.
- b) ANATL, E.P. and FDCH are responsible for financing, managing, coordinating, implementing and evaluating the entire human resource development program in Timor – Leste.
- c) Areas or field of studies are subject to 5 (Five) students for Program Diploma III Airport Mechanical Engineering (hereinafter referred to as TMB) students to PPIC and 8 (Eight) students for Program Diploma III Aeronautical Information Service (hereinafter referred to as PA/AIS) students to PPIC.
- d) The students are subject to enter PPIC in the academic year of 2024/2025. They are expected to finish the Diploma III program in 2027/2028 (3 years or 6 semesters) with maximum period of study 3 years or 6 semesters without any extension. It is obliged for the students to follow the Academic Regulation of the Regular Study Program in PPIC where the instruction language will be delivered in Indonesian Language and English Language.
- e) This agreement contains the terms and conditions upon in which covered services that are required by the Parties (defined below) will be supplied by PPIC to students (defined below) at ANATL, E. P's request.

In consideration of the ongoing and of the mutual covenants, promises and undertakings, herein, the parties agree endeavor to promote, to the best of the best of their abilities, a cooperation agreement on providing education to the first-degree levels under this agreement in the area of aviation sciences and engineering. Both parties agree to implement the cooperation based on the following arrangements:

**ARTICLE I**  
**FOR THE AIR NAVIGATION ADMINISTRATION OF TIMOR-LESTE**

1. ANATL, E.P. and FDCH shall organize and identify Timor – Leste students candidacy to study at PPIC, following the admission and selection criteria of PPIC;
2. FDCH shall make available funds under this agreement, based on criteria agreed by the three parties;
3. ANATL, E.P. shall designate a team led by a Director of Administration and Human Resources together with the Fundo de Desenvolvimento do Capital Humano (FDCH) to perform regular visits to PPIC and to monitor student's compliance and according to ANATL, E.P's scholarship procedures and regulations in cooperation with the designated team from PPIC;
4. ANATL, E.P. shall asses student's performance based on the report provided by PPIC and the evaluation made by ANATL, E.P and FDCH supervision team;

5. All the associated cost of the activities mentioned in this agreement, will be covered by the FDCH including any additional 10% tax added to any fees and costs;
6. FDCH shall consider any health insurance cost occurred to the students under this agreement. The estimated premium insurance fee will be USD 254/male and USD 293/female per year. The coverage of the insurance includes inpatient and outpatient. All fees are subject to change in coordination between the parties;
7. FDCH shall secure study fee of every student that is transferred directly to PPIC's bank account. All fees and arrangement are subject to change in coordination between the parties.

## **ARTICLE II ROLES AND RESPONSIBILITIES OF PPI CURUG**

1. PPIC shall designate a team, tasked to perform selection for new candidates in cooperation with ANATL, E.P and FDCH team in Timor – Leste;
2. The teaching and learning process shall be based in PPIC accredited curriculum program and any additional charges to curriculum must be set out in the operation plan;
3. PPIC shall provide individual student performance report delivered collectively to the attention of ANATL, E.P and FDCH on four weeks after each semester;
4. PPIC shall provide support and assistance to the application of VISA extension, KITAS and SKTT. Application of VISA at Indonesian Embassy in Timor – Leste needs to be processed before arrival in Indonesia and assisted by ANATL, E.P.
5. PPIC shall provide an active and effective Bank Account to the ANATL, E.P. and FDCH, to facilitate the transfer of funds;
6. In coordination with ANATL, E.P., PPIC shall provide support for students in academic difficulties.

## **ARTICLE III SELECTION PROCESS, TUITION FEES AND OTHER COSTS**

ANATL, E.P., and FDCH are responsible for all costs and fees resulted from this agreement and any associated activities, which is agreed by the parties. Details of process, fees and costs as follows:

- 3.1. Selection process:
  - 3.1.1. The selection process includes administration, academic, medical examinations that include physical and laboratory, fit and proper, psychological and interview test;
  - 3.1.2. ANATL, E.P and FDCH are responsible to conduct psychological test and laboratory medical examination;

3.1.3. PPIC, Poltekbang Surabaya and Poltekbang Palembang are responsible to conduct administration/registration, academic, fit and proper, physical medical examination, and interview which the cost will be covered by the ANATL, E.P and FDCH.

3.2. Selection process fees:

3.2.1. Selection fees that consist of the steps as mentioned in point 3.1.3 for each candidate is Subject with the MoA between ANATL, E.P., FDCH and Poltekbang Surabaya.

3.2.2. The Air ticket for 2 officers will provide by ANATL, E.P and FDCH;

3.2.3. The cost of living is USD 219 x 7 days x 2 pax = USD 2,224 will be paid upon arrival in Dili Timor - Leste during the selection process by 2 (two) officers;

3.2.4. Hotel accommodation for 2 officers x 6 nights in Dili will be organized by the ANATL, E.P and FDCH;

3.3. Studies course fees

3.3.1. Basic Character Building fee for 13 participants is agreed to be IDR 87,181,250,-(approx. USD 5,812) for 13 participants and payment shall be made cash by each participants.

3.3.2. The total amount of the studies fee for 6 semesters of study, for 13 participants is agreed to be IDR4,050,852,000 (approx. USD 270,057) with the detail as follows:

1) Semester I

5 Participants in Diploma III TMB : IDR 263,078,400 (approx. USD 17,539)

8 Participants in Diploma III PA/AIS : IDR 414,050,640 (approx. USD 27,603)

2) Semester II

5 Participants in Diploma III TMB : IDR 242,841,600 (approx. USD 16,189)

8 Participants in Diploma III PA/AIS : IDR 397,813,360 (approx. USD 26,521)

3) Semester III

5 Participants in Diploma III TMB : IDR 263,078,400 (approx. USD 17,539)

8 Participants in Diploma III PA/AIS : IDR 414,050,640 (approx. USD 27,603)

- 4) Semester IV
  - 5 Participants in Diploma III TMB : IDR 242,841,600 (approx. USD 16,189)
  - 8 Participants in Diploma III PA/AIS : IDR 397,813,360 (approx. USD 26,521)
- 5) Semester V
  - 5 Participants in Diploma III TMB : IDR 263,078,400 (approx. USD 17,539)
  - 8 Participants in Diploma III PA/AIS : IDR 414,050,640 (approx. USD 27,603)
- 6) Semester VI
  - 5 Participants in Diploma III TMB : IDR 242,841,600 (approx. USD 16,189)
  - 8 Participants in Diploma III PA/AIS : IDR 397,813,360 (approx. USD 26,521)

3.3.3. The studies fees mentioned in point 3.3.2. include tuition fees, accommodation, meals, and uniforms. The fees are subject to change in coordination between both parties.

3.3.4. Budget for immigration matters such as KITAS, Visa Extension, Permits, Police Report, Domicile Report (SKTT) etc. for total 13 students shall be directly under ANATL, E.P's and FDCH responsibility and coordination based on the report and invoice from PPIC. All costs related to the process of making these documents, including cost for travel and cost of living, will be charged to ANATL, E.P. and FDCH.

#### **ARTICLE IV BILLING AND PAYMENT**

1. PPIC shall invoice the ANATL, E.P and FDCH directly for all Outstanding Amounts.
2. ANATL, E.P and FDCH shall pay the study fee of Semester I prior to the starting date of this semester during the re – registration period in accordance with the academic calendar that applies after the issuance of invoice from PPIC.
3. ANATL, E.P and FDCH shall pay the study fee of the other five semesters prior to the starting date of each semester in accordance with the academic calendar that applies after the issuance of the invoice and the academic report from PPIC.
4. ANATL, E.P and FDCH shall pay such invoices within 14 (fourteen) days from the date of such invoices (Due Date) free and clear from all taxes, deductions or withholdings. All disputes with regard to any amount under an invoice must be raised by the ANATL, E.P and FDCH within 7 (seven) days from the date of the invoice, failing which the invoice and all amounts there under shall be deemed undisputed and must be settled by the Due Date.
5. Payment shall be made in Indonesian Rupiah by telegraphic transfer to the following bank account (or via such means or to such accounts as may be directed by PPIC in writing):

Account Name	: RPL 127 STPI Curug untuk dana kelolaan BLU
Account Number	: 176-00-0087407-7
Bank	: Bank Mandiri
Branch Office	: <i>Bank mandiri KCP STPI Curug-Tangerang</i>
Swift Code	: BMRIIDJA

6. ANATL, E.P. shall pay the transfer fee or other fees that may arise due to the transfer process based on the provision determined by the Bank.

## **ARTICLE V TERMINATION**

1. Either Party may terminate this Agreement upon giving the other ninety (90) days prior written notice.
2. Notwithstanding anything else contained in this Agreement, one Party may immediately terminate this Agreement by prior written notice to the other :
  - a) If required to do so by any competent governmental or regulatory authority;
  - b) If the other Party has committed a breach of any of its obligations under this Agreement where such breach can be rectified and such breach has not been rectified within 14 days after receipt of written notice specifying the nature of the breach and requiring it to be remedied;
  - c) If the other Party has committed any material breach of its obligations under this Agreement which breach cannot be rectified;
  - d) If the other Party shall become insolvent;
3. All provision of this agreement which in order to give effect to their terms must survive the termination of this agreement, shall accordingly survive the termination of this agreement howsoever arising. Any termination of this agreement shall be without prejudice to any other rights and remedies a Party may be entitled to under this agreement or at law and shall not affect any accrued right or liabilities of either Party nor the coming into or continuance in force of any provision of this agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

## **ARTICLE VI INSURANCE AND LIABILITY**

The Parties shall at all time, at its own expense, comply with all legal and regulatory requirements; obtain all licenses, approvals, consent and permits as may be necessary for the provision of its duties under this agreement.

## **ARTICLE VII COORDINATORS**

For the implementation agreements of the contract agreement, three parts will announce their respective coordinators, who responsible for the implementation prepare the working plans and protocols, exchange information and coordination, as follows:

- a) For the PPIC - Head of Business Development and Cooperation Division.
- b) For ANATL, E.P - Board President.

## **ARTICLE VIII GOVERNING LAW**

This agreement shall be governed by and construed in all respect in accordance with the laws of the Republic of Indonesia and the Democratic Republic of Timor–Leste hereby irrevocably submitted to the exclusive jurisdiction of the courts of the Democratic of Timor–Leste.

## **ARTICLE IX AMENDEMENTS AND INCONSISTENCIES**

This agreement constitutes the entire understanding of the parties and no amendment or amendment will be effective unless in writing and signed by three Parts, except as expressly provided herein. The terms set forth in this agreement will supersede any Letter of Authorization to the extent the letter is inconsistent with the terms set forth herein.

## **ARTICLE X TERM**

1. Unless otherwise terminated in accordance with Article V, this agreement shall be effective for a term of one (3) years from the Effective Date (Initial Term), and shall be renewable thereafter for such further periods at the Parties may mutually agree in writing.

2. For the avoidance of doubt, in the event the agreement is not renewed at the end of the initial term for whatever reason, it shall lapse and expire on the third (3<sup>rd</sup>) year of this Agreement as otherwise provided under this Agreement, the Parties shall have no further or other obligation toward each other.

Signed and agreed in Politeknik Penerbangan Indonesia-Curug, Tangerang, Indonesia on 22<sup>nd</sup> of July, 2024

by :

**Executive Director of FDCH.**

**Dr. Julio Aparicio**

**Director of PPIC.**



**Capt. Megi H. Hulmiadi**

**Board President of ANATL, E.P.**

**Eng. Romualdo António Soares da Silva**

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Signed and agreed in Politeknik Penerbangan Indonesia-Curug, Tangerang, Indonesia on 22<sup>nd</sup> of July, 2024

by :

**Executive Director of FDCH.**



**Dr. Julio Aparicio**

**Director of PPIC.**

Handwritten signature of Capt. Megi H. Hulmiadi in blue ink.

**Capt. Megi H. Hulmiadi**

**Board President of ANATL, E.P.**

**Eng. Romualdo António Soares da Silva**