



**Maastricht School of Management** 

# MEMORANDUM OF COOPERATION BETWEEN CONSTITUTIONAL COURT OF THE REPUBLIC O

# THE CONSTITUTIONAL COURT OF THE REPUBLIC OF INDONESIA AND

#### STICHTING MAASTRICHT SCHOOL OF MANAGEMENT (MSM)

a foundation organized under the laws of the Netherlands, having its registered office at Endepolsdomein 150, 6229 EP Maastricht, the Netherlands.

hereinafter referred to as "the Parties" Considering the necessity of bilateral cooperation between the two Parties, Have reached the following cooperation:

# Article 1 Purpose of Memorandum

The purpose of this Memorandum of Cooperation (hereinafter the "MoC") is to provide a framework for cooperation in the field of education, institution capacity building, academic research, expert exchanges and honorary experts.

### Article 2 Scope of Cooperation

On the basis of this MoC, the Parties will cooperate in the following areas:

- a. Changing information in term of knowledge and current issues of good governance, management, law, human rights, and democracy;
- b. Capacity building development for human resources through professional courses, trainings, seminars, recharging programs, tailormade internship, and joint research;
- c. Scientific Publication, such as journal, thesis, dissertation;
- d. Experts exchange, which might be delivered through the video conference technology;
- e. Conferment of honorary expert to support the activities of both parties.

### Article 3 Communication

- 1. Communications between Parties for the implementation of the MoC will be assigned to the Secretaries of the Parties.
- 2. The Parties may designate one or more members of their staff as liaison officers responsible for exchanging correspondence and making necessary preparation for the implementation of this MoC.

#### Article 4

#### Communication Language

- 1. The communication between the Parties will be carried out in English.
- 2. Administrative documents shall be done in English, unless both Parties agreed differently based on each national regulation.

#### Article 5 Legal Status

This MoC cannot be interpreted as an international treaty or agreement legally binding under international law.

### Article 6 Settlement of Disputes

The Parties will resolve any dispute arising from the interpretation of this MoC through negotiations and consultation between the Parties.

### Article 7 Amendments

Amendments and revisions to this MoC will be made on the basis of mutual written consent between the Parties.

### Article 8 Date of the Agreement

This MoC is signed by Stichting Maastricht School of Management on 31 August 2022 and digitally signed by The Constitutional Court of The Republic of Indonesia on 6 September 2022, on the occasion of the signing ceremony.

# Article 9 Entry into Effect

The parties agreed that the MoC will come into effect starting on 31 August 2022 and remain in force for a period of three (3) years. It may be terminated by either Party giving three months' notice to the other party in writing, or by mutual consent of the Parties at any other time. This MoC may be extended by mutual consent of the Parties, or amended by the exchange of the letters signed by and authorized signatory of each Party.

### Article 10 Final Provisions

Signed by the parties in one original copies in English

Secretary General, The Constitutional Court of the Republic of Indonesia,

Chief Executive Officer and Dean a.i. Maastricht School of Management

Prof. Dr. M. Guntur Hamzah

Mr. Meinhard Gans, MSc.