



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HUMAN RESOURCES DEVELOPMENT ON TRANSPORT AGENCY  
OF MINISTRY OF TRANSPORTATION OF THE REPUBLIC OF INDONESIA**

**AND**

**RMIT TRAINING PTY LTD**

**CONCERNING COOPERATION IN AVIATION ENGLISH**

**BY AND BETWEEN THE FOLLOWING PARTIES**

Dr. Wahyu Satrio Utomo, as the Head of Human Resources Development on Transportation Agency, acts on behalf of the Human Resources Development on Transportation Agency, Ministry of Transportation of the Republic of Indonesia, having its seat at Jalan Medan Merdeka Timur Nomor 5, Jakarta 10110, Indonesia, hereinafter referred as "HRDTA".

Rachel Holthouse, Chief Executive Officer, acts on behalf of RMIT Training Pty Ltd trading as RMIT English Worldwide, having its seat at Level 10, 235-251 Bourke Street, Melbourne, Victoria, Australia, hereinafter referred to as "RMIT Training".

Each party to this agreement is separately referred to as "Party" and collectively as the "Parties".

DESIRING to strengthen the cooperation in the field of training through RMIT Training's Aviation English products and associated English services.

RECALLING the peaceful and beneficial ties between The Parties;

**WHEREAS**

- a. The Parties are of the opinion that the transportation industry in Asia continues to grow at unprecedented levels;

- b. The Parties agree that continuous training and collaboration between the various parties in the public and private sectors of transportation including inter and intra-regional cooperation is necessary;
- c. The Parties are of the opinion that initiatives and continuous training in the field of English language proficiency are required for transportation safety.

HEREBY AGREE as follows:

#### ARTICLE 1 PURPOSE

This document is made with the intention and the aim to enhance the English proficiency levels of Aviation and other transportation personnel by making available RMIT Training's goods and services through HDRTA.

#### ARTICLE 2 SCOPE OF COOPERATION

- (1) The scope of cooperation includes the following areas:
  - (a) English products and associated services developed for Aviation and other transportation personnel by RMIT Training;
  - (b) Radiotelephony products for Air Traffic Controllers and Pilots and associated services developed by RMIT Training,
  - (c) Aviation English products for Aircraft Maintenance Personnel and other cohorts of personnel,
  - (d) Training of local personnel, instructors, cadets and others by RMIT Training in enhancing English language proficiency and in becoming qualified instructors and trainers.
- (2) Details of activities and the scope of cooperation will be further refined by the Parties in the formal agreement(s).

### ARTICLE 3 CONTRIBUTION

The Parties agree to carry out contributions mentioned below:

a. HDRTA

- 1) Nominating local instructors and cadets and other personnel who will be trained by RMIT Training to enhance English language proficiency and become qualified instructors and trainers;
- 2) Making available training facilities for conducting the training;
- 3) Procuring suitable candidates for RMIT Training's products and services.

b. RMIT Training

- 1) Making RMIT Training's products and services available, and providing reasonable marketing assistance in Indonesia;
- 2) Training local personnel to enhance English language proficiency and become qualified instructors and trainers.

### ARTICLE 4 IMPLEMENTING UNITS

The following units are responsible for the implementation of the agreement:

- a. For HRDTA, the unit shall be Technical Executing Unit under HRDTA;
- b. For RMIT Training, the unit shall be the RMIT English Worldwide.

### ARTICLE 5 CONFIDENTIALITY

- (1) Neither Party will, without written approval of the other, make public or disclose to any person, any information in relation to the other which is:
  - (a) By its nature confidential
  - (b) Designated by that Party as confidential; or
  - (c) The Party knows or ought to know it is confidential.

- (2) Each party must take all reasonable steps to ensure that its personnel engaged for the purposes of the document do not make public or disclose any information referred to in article 5(1).

ARTICLE 6  
AMENDMENT

- (1) This document may be amended from time to time by written agreement of the Parties.
- (2) Any amendment shall constitute an integral part of this document.

ARTICLE 7  
DISPUTE RESOLUTION

Any disputes concerning any provisions of the document herein shall, as far as possible, be settled amicably through consultations and negotiations between the Parties.

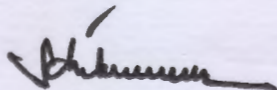
ARTICLE 8  
TERM

- (1) This document shall commence from the date of signing and will remain in force for 3 (three) years and may be extended by agreement.
- (2) Either party may terminate this document after 90 (ninety) days of written notice to the other party of its intention to terminate.
- (3) This document shall be evaluated every year by the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective government and organization, have signed this document.

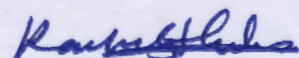
SIGNED in Jakarta, 22<sup>nd</sup> of November 2016.

HRDTA



WAHJU SATRIO UTOMO  
Head of Human Resources  
Development on Transport Agency

RMIT TRAINING



RACHEL HOLTHOUSE  
Chief Executive Officer  
RMIT Training