

Partnership Contract

This Memorandum of Understanding ("Partnership Contract") is made on June 4, 2024 and entered into by and between:

WITH THE WORLD INC., a private company duly registered in Japan with its headquarters at Sumitomo Mitsui Banking Corporation Kobe Headquarters Building 2nd Floor, Entrepreneurship Plaza Hyogo, 56 Naniwamachi, Chuo-ku, Kobe City, Hyogo Prefecture, Japan, represented by its President, Mr. Shunta Igarashi, duly authorized for this purpose ("**Party A**");

and

Universitas Muhammadiyah Makassar, a school with its registered address at Jl. Sultan Alauddin No.259, Gn. Sari, Rappocini, Makassar, South Sulawesi, 90221 INDONESIA, represented by Prof. Dr. H. Ambo Asse, M.Ag, as Rector, duly authorized for this purpose ("**Party B**").

(Each of Party A and Party B is referred to as a "**Party**" and collectively, as "**Parties**".)

RECITALS

WHEREAS, Party A has the educational platform called "World Online Discussion Program" (hereinafter referred to as the "**Program**") where students are able to communicate directly with their partner students in Japan or other countries with the aim to promote language exchange while boosting the awareness for international and local issues.

WHEREAS, Party B realizes that the global partnership for intercultural exchange would contribute significantly to the mutual understanding, development of education, and personal growth of students under a private University with 8 Faculties and 52 Study Programs.

NOW, THEREFORE, this Partnership Contract seeks to establish a co-operative relationship between Party A and Party B to coordinate, plan and implement intercultural and educational activities beneficial for students and youths, and in consideration of the above premises, the Parties hereto have agreed as follows:

1. Description of the Program

The Program consists of a predetermined number of sessions with the agreed program contents where students have opportunities to communicate with foreign students in partner school, and share their culture or discuss social problems that both countries face in real settings.

Party B shall prepare equipment needed for the Program as follows:

- (a) Computer/Tablet/Smartphone;
- (b) Conference Camera;
- (c) Microphone;
- (d) ZOOM installed or if zoom is not allowed to use, Microsoft Teams installed
- (e) Internet Connection at least 3G.

2. Roles and Responsibilities

Party A shall:

- (a) lead the implementation of the Program;
- (b) provide an updated module of the Program with selected partner school;
- (c) provide a learning support staff for one program;
- (d) issue a "Completion Program Certificate" for participating students provided that
 - (i) the total number of absences of a student is less than 15% of the total number of sessions of the Program, or
 - (ii) the number of absences of a student is less than 2 sessions to qualify for receiving the certificate. The certificates for teachers and school can be issued upon request. The teachers need to attend the meeting following the completion of the Program with Party A if Party B wishes to receive the certificates for teachers and school;

Party B shall:

- (a) prepare a venue online/offline for the Program with the adequate space and appropriate ambiance for participants;
- (b) prepare the computer equipment needed for the Program;
- (c) at least 1 teacher / mentor from the school attends each session;
- (d) gather and maintain the required number of students in the predetermined school grade;
- (e) inform and manage the students' deadlines for completing the tasks and homework needed for the Program; and
- (f) ensure that all students can NOT record or take pictures personally during the session. Participating teachers are allowed to take pictures in a way not to recognize any personal information of students in a partner school.
- (g) must not keep pictures or videos personally nor share on individual social media. Those taken in the session by participating teachers are allowed to share on only social media or websites administered by Party B with prior consent with Party A.

3. Location of Program

School address: Yoeseltse HSS, Samtse Bhutan, or Respective students' home

4. Change in the Program

Party B is not allowed to revise terms and conditions, including but not limited to the scope of roles and responsibilities as set out in Article 2 hereof, the Program's contents, schedule, or term after signing this Partnership Contract. Party B is not allowed to cancel the Program after signing this Partnership Contract.

5. Confidential Information

Each Party shall keep in strict confidence and not disclose to a third party any information on the Program of the other Party acquired by reason of or in connection with this Partnership Contract with no prior written consent of the other Party. It includes taking pictures/screenshots/recording of Program without any prior consent. Further, teachers, students and schools are not allowed to use or upload any picture and/or video on the

Program to any social media and/or website and/or any publications without prior consent. When using or uploading a picture and/or video after receiving a consent, both Parties shall hide the participants' displayed name to protect privacy.
This provision will be valid even after this Partnership Contract is terminated.

6. Assignment

Neither Party shall assign this Partnership Contract or any part thereof to any third party without the prior written consent of the other Party.

7. Settlement of Disputes

Should a dispute or conflict arise between the Parties hereto out of or in relation to this Partnership Contract, the Parties shall make their best efforts to settle such dispute or conflict amicably in accordance with tenor and intent of this Partnership Contract. If the Parties fail to reach an agreement within a reasonable time, such dispute or conflict shall be submitted to and finally be solved by arbitration in Tokyo, Japan in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce.

8. Governing Law

This Partnership Contract shall be governed by and construed in accordance with the laws of Japan.

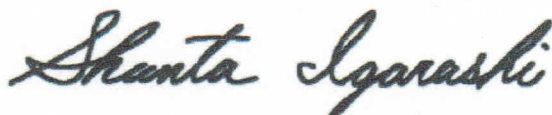
9. Commencement and Duration

This Partnership Contract shall be effective on the signing date of this Partnership Contract and shall continue to be valid and effective for a period of two (2) years. This Partnership Contract shall be automatically extended on a yearly basis unless either Party shall give the other Party a written notice of its intention of terminating this Partnership Contract at least one (1) month prior to the expiration of the original term or any extension period.

Party B must inform Party A if the person in charge of Party B or the person who signed this agreement is replaced in their role or retires.

IN WITNESS HEREOF, the Parties have hereunto affixed their respective signatures this May 7, 2024 at Kobe, Japan.

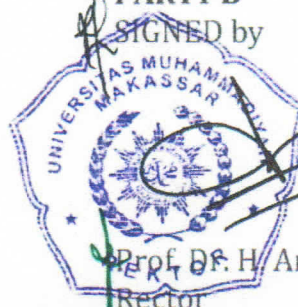
PARTY A
SIGNED by



Shunta Igarashi
President Director

for and on behalf of With The
World Inc.

PARTY B
SIGNED by



Prof. Dr. H. Ambo Asse, M.Ag.
Rector

for and on behalf of
Universitas Muhammadiyah Makassar

This Memorandum of Understanding or Partnership Contract then followed by Memorandum of Agreement, Postgraduate Program all faculties within Universitas Muhammadiyah Makassar as stated on this page, hereby refer as Memorandum of Agreement.

Director of Postgraduate Program
Universitas Muhammadiyah Makassar



Prof. Dr. Iwan Akib