

**GENRE ANALYSIS OF MEMORANDUM OF
UNDERSTANDING (MOU)**

THESIS

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for the Degree of Sarjana Sastra (S.S.)
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STATEMENT OF ORIGINALITY

I hereby certify that this thesis is absolutely my own work. I am completely responsible for the contain of this thesis. Opinions or findings of others are quoted and cited with respect to ethical standard.

Semarang, February 28th, 2013

Muhammad Mashuri

MOTTO

1. There is no God but Allah. (AlQur'an)
2. No pain, no gain.
3. There is a success, if there is a creed and effort.
4. Struggle is never ending

DEDICATION

I dedicate this thesis especially to:

1. My beloved Mom and Dad with their endless love, tears, and a lot of prayer for me.
2. My brother: Mas Zainodin, and Mashudi; my sister: Mbak Atik who always supported me.
3. My little Sweetest niece Latifa Zalfa Puspitasari who always made me enjoyed during finishing this thesis.
4. Myself

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Finally, I do realize that due to my limited ability, this thesis must have shortcomings and is far from being perfect. For this, I do welcome any suggestions and criticisms.

Semarang, February 28th, 2013

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ABSTRACT

This thesis presents Genre Analysis of English Memorandum of Understanding made by Dian Nuswantoro University Semarang during 2007 – 2011. It analyzes the social function, schematic structure, and linguistic features on Dian Nuswantoro University Semarang.

The data were analyzed using descriptive method. The researcher followed some steps to analyze data, namely: reading the memorandum of understanding, segmenting into each clause, describing the social function of the memorandum of understanding, classifying the schematic structure, describing linguistics features and finally concluding the characteristics of the text.

The results of the analysis on memorandum of understanding made by Dian Nuswantoro University Semarang shows that out of five memorandum of understanding, The social function on memorandum of understanding is to inform and to describe an agreement between parties with several terms conditions, the different lies only on the scope of the program. The schematic structure on memorandum of understanding found in UDINUS the same that is Title ^ Date of agreement ^ Parties ^ Parties identity ^ Content ^ Signatures.

The process that occurs in the texts is material process, mental process, verbal process, relational process and existential process. Material and relational processes are the dominant process because the process describes the action of doing and being. It expresses the notion that some entity physically does something- which may be done to some other entity. The tenses that occur in the texts are: simple future tense, simple present tense, simple past tense, present continuous tense, and present perfect tense. Simple future tense dominates the occurrence in the texts, because the MOU'S show the agreement in the future. All of the clauses use declarative mood type, because the all clauses state something.

CHAPTER I

INTRODUCTION

1.1 Background of the Study

Language as means of communication occurs in daily activity as a text. Macken (1990: 6) state language is used in everyday life occurs as text. This is true in any spoken and written language. Based on the theory above people can communicate their idea, concept or feeling and changing information each other when they communicate.

Language represents medium of most communication comprehended by people in the entire world. Language as medium of communications has two types, there are written and spoken. Spoken language can be realized in oration, dialogue, and presentation. Meanwhile, written language can be realized in letter, news, short message, short story, and novel. Spoken language means that language which is expressed in speaking whereas, written language is the language expressed in writing. Communication in written language as people know is a text.

The term text is a way of talking about any meaningful piece of language, which is made coherent by the social context in which it is produced. A text can be as long as novel or as short as a traffic warning. Both texts have meaning, coherence, unity, and social purpose. Study about text means study about context of a text that is genre.

Genre is a term for grouping texts together, representing how writer typically

uses language to respond and to recur situations. Studies of genre also stress a concern with context as well as form and emphasize the importance of description and analysis rather than simple classification. It is also true that genre has become a key concept in modern thought, not only in linguistics and language teaching but in many areas of contemporary social and cultural studies. This is because language is seen as a central way in which people construct our lives. It is through genre that individuals develop relationship, establish communities, and achieve their goals. Without the familiar structure that gives to social events, it would be unable to conduct the most basic interactions of everyday life. Genres are more than forms (Sony, 2009: 2). It functions as frames for the way it acts, the thoughts it has, and the interactions it engages in.

Genre remains of fuzzy concepts, some what loose term of art (Hymes, 1974: 61) “Genre often coincides with speech events, but must be treated as analytically of independent of them”. They may occur in different events. Like, the sermon as a genre is typically identified with a certain place in a church service, humorous effect, in other situations. This is in accordance with Martin’s statement (1986: 86) “Genres have complementary registers and communicative success with texts may require an appropriate relationship to system of genre of register”. Based on this, the researcher move into a more confident exploitation of the genre.

People gradually gain control of a genre by using repeated experiences, remembering how it is set out to help people express what people want to say. This kind of knowledge sometimes refers to literacy theorists as a schema, or system for storing and retrieving past knowledge. One kind of a genre is a

memorandum of understanding. Memorandum of understanding will be found when people make an agreement and tied both of subject agreement with duty and right, memorandum of understanding is should be make a good result for both of subject agreement.

Memorandum of understanding is an arrangement of understanding between two or more parties as to a course of action; a covenant or treaty (Webster Comprehensive Dictionary, 2003:29). The most important thing in memorandum of understanding is there are two people who want to make a deal and the purpose to achieve a memorandum of understanding deal between two parties. In this research, the researcher chooses memorandum of understanding because the researcher wants to know how the memorandum of understanding is realized through the language especially connected to the genre. Memorandum of understanding is an implied agreement resulting from the express term of another agreement, whether written or oral to serve as the basis of future formal contract.

The researcher chooses the study about genre because it becomes an important requirement for joint study like double degree, twining program, exchange study, staff exchange, and sabbatical training for staff member. In this thesis the researcher wants to analyze their social function, schematic structure, and linguistic features of those memorandums of understandings.

1.2.Statements of the Problems

The statements of the problem this study are:

1. What are the social functions of the memorandum of understandings made by Dian Nuswantoro University Semarang during 2007 – 2011?
2. What are the schematic structures of the memorandum of understandings made by Dian Nuswantoro University Semarang during 2007 – 2011?
3. What are the linguistic features of the memorandum of understandings made by Dian Nuswantoro University Semarang during 2007- 2011?

1.3 Scope of the Study

The scope of this study is genre analysis in the memorandum of understanding made by “Dian Nuswantoro University Semarang” between Multimedia University Malaysia in 2007, Unity Collage International Malaysia in 2008, Universiti Teknikal Malaysia Melaka in 2008, Chung Yuan Christian University in 2010, University Of Malaya Kuala Lumpur, Malaysia in 2011. The researcher took 5 letters, the researcher focus on three problem statements: Social function, schematic structure, and linguistic features. The researcher uses a theory which is proposed by Gerot and Wignell (1994:192).

1.4 Objectives of the Study

In the correlation of the statement of the problem, the objectives of the study are:

1. To describe the social function of the memorandum of understanding made by Dian Nuswantoro University Semarang during 2007 – 2011?
2. To describe the schematic structure of the memorandum of understanding made by Dian Nuswantoro University Semarang during 2007 – 2011?
3. To describe the linguistic features of the memorandum of understanding made by Dian Nuswantoro University Semarang during 2007 – 2011?

1.5 Significances of the Study

The results of the study are expected to be a useful research for:

1. The researcher
To add more knowledge about discourse study especially on genre analysis.
2. The readers
As an additional reference that may be useful for the readers who are going to study about genre.
3. Anybody who reads this thesis proposal and interested in studying discourse especially about genre analysis of the memorandum of understanding.
4. Dian Nuswantoro University especially the English Department student. It is expected that by reading this study, they are encouraged to seriously learn the subject related to the aspect of genre analysis by analyzing the problem of this matter.

1.6 Thesis Organization

This thesis is arranged in five chapters. The first chapter is introduction. It consists of background of the study, statement of the problem, scope of the study, objective of the study, significance of the study, and thesis organization.

Review of related literature is exposed in the second chapter. This chapter is arranged to support and direct the researcher in analyzing the data of the problem. The theories used in this chapter are: text, text and context, context of culture (genre), text type, memorandum of understanding.

The third chapter is research method that begins with the method used in this research. This chapter contains five sub-chapters: research design, unit of analysis, source of data, technique of data collection, technique of data analysis.

The next chapter is the fourth chapter. This chapter covers the Data Analysis. It presents research finding and discussion.

The last chapter is the conclusion. It also presents suggestions from the researcher related to the subject being analyzed.

CHAPTER II

REVIEW OF RELATED LITERATURE

To make a good analysis, the researcher must be supported by several related theories. The theories which are applied in this thesis are text, text and context, context of culture (genre), text type, memorandum of understanding , Written memorandum of understanding, memorandum of understanding items. For further explanation of each theory can be seen in the following sub chapter below:

2.1 Language

Language is vowel symbol system which arbiter enabling every body a certain culture, or the others learning that culture system, communicating or has the interaction. (Finacchiaro, 1964 : 8).This definition has several important terms, each of which is examined in some detail. Those terms are system, signs, vocal, conventional, human, communicate.

The researcher use language as a means of communication. It has possession more than any other attribute, distinguishes humans from animals. To understand our humanity one must understand the language that makes us human. So, language is very important for human.

In communicating, human beings use two kinds of language, namely spoken and written languages. Spoken language is utterance in the form of sound, such as conversation, speech, storytelling, etc, while written language is utterance in the form of text (Halliday and Hasan 1976:2).

2.2 Text

The word text is related to “textile” and can be translated as “fabric” just as single threads form a fabric, so words and sentences form a meaningful and coherent text (Klarer,1991:1). Based on the statement on Klarer, when the text is coherent for the readers and addresses in this way, it is a discourse. A text is realized in knowable context. The context is not a product of either the conscious or unconscious intention of an author; nor its centrality and autonomy evident. The text is always produced in relation to something other. There are, in fact, raw materials of literature which form the necessary base from which it is produced.

People live in a world of words, when these words are put together to communicate of meaning, a piece of text is created. When you speak or write to communicate a message, you are constructing a text. When you read, listen to, or view a piece of text, you are interpreting its meaning creating a text requires us to make choice about the words people use and how people put them together. If people make the right choice than people can communicates with others. Our choice of words will depend on our purpose and our context. So, the important thing about text is an understanding meaning which appropriate to its context.

2.3 Text and Context

Learning a grammar which attempts to describe language, it has to focus on text and context. Not only concerned with the structures but also with how the structures construct meaning.

The terms, context and text, put together, serve a reminder that there are aspects of the same process. There is text and there is other text that accompanies it; text that is

“with”, namely that context. This notion of what is “with the text”; however goes beyond what is said and written; it includes other non-verbal goings-on the total environments in which a text unfolds.

So it serves to make a bridge between the text and the situation in which texts actually occur. Within general topic, it shall be focusing on the special area of what in linguistics is referred to as a text; but always with emphasis on the situation, as the context in which texts unfold and in which people are to be interpreted. It could be argued, that there was a theory of context before there was a theory of text.

The text is a product in the sense that it is an output, something that can be represented in systemic terms. It is a process in the sense of a continuous process of semantic choice for a further set.

These were a theory of context before there was a theory of text. In particular Malinowski in Paltridge (2000: 107) tells his theory of the context of situation. It is in that sense, or a closely related sense, that it shall be using the term “context”. In presenting the texts, Malinowski adapted various methods. The gave a free translation, which baas intelligible, but conveyed nothing of language or the culture, and a literal translation, which mimicked the original, but was unintelligible to an English reader. It principal technique was to provide a rather extended commentary. Rather it was the kind of commentary that placed the text in its living environment. Up to that time, the word ‘context’ in English had meant ‘con-text’; that is to say, the words and the sentences before and after the particular sentence that one was looking at. Malinowski needed a term that expressed the total environment, including the verbal, but also including the situation in which the text was uttered. So with some apologize, in an article written in 1923 Malinowski, coined the term context of situation (Malinowski in Paltridge,

1999:107). By context of situation, Malinowski meant the environment of the texts. In some instances, Malinowski's texts were severely pragmatic. That is to say, it was language used for the purpose of facilitating and furthering a particular form of activity, something that people were doing, exactly in the same way as people use language ourselves if peoples are engaged in some cooperative efforts. Furthermore, as pattern of struture and language within the text have evolved. The evolution known as context of culture

2.4 Context of Culture (Genre)

The word "genre" is divided from means kind. In English, the word has a long tradition of use in literary studies, where it has been used to refer in conventional types of literary texts (Johnstone, 2002: 156).

The definition of genre is also described by Martin (1984) as cited in Swales (1990: 40):

"Genres are how things get done, when language is used to accomplish them. They range from literary to far form literary forms: poems, narratives, expositions, lectures, seminar, recipes, manuals, appointment making, service encounters, news broadcast and so on. The term genre is used here to embrace each of the linguistically realized activity types which comprise so much of our culture".

Based on Martins when language is used to accomplish a genre the range of literary more wide because the activity types will be comprise with the culture. Malmkjaer (1991: 176) states that:

"A general definition of genre might explain that a genre is a text or discourse type which is recognized as such by the users by its characteristic features of style or form, which will be specifiabile through stylistic and text. Linguistic/ discourse analysis, and/or by the particular function of texts belonging to the genre".

Based on Malmkjaers (1991: 176) genre is more than just its discourse structure and patterns of language. There many factors that are important to consider, such as, the socio-cultural, context of the text, the purpose of the text, the audience of the text, expectations of the particular discourse community and the relationship the text has with other instance of the genre.

Before analyzing further more about genre, it is better if people study furthermore about meaning in a text. Each text has meaning, because of each sentence in text there are relation between text and context. Text and context related in a visible text from context of culture and context of situation. The relationship of texts and context is central to this frame work as interactions can only be understood by seeing them against their social setting.

Genres are manifested differently in different cultures. This is because people in different cultures use particular genres, in specific ways; people realize their different social purposes. Genre as context of culture can be seen as more abstract, more general. It can be recognized as a particular genre even if we are not sure exactly what the situational context is.

Gerot and Wignell (1995: 10) state that context of culture determines what people can mean through:

1. Being, “who we are”
2. Doing, “what we do”.
3. Saying, “what we say”.

Halliday (1994:26) state that context of situation can be specified through use of the register variables as follow:

1. Field refers to what is going on.
2. Tenor refers to the social relationship between those taking parts.
3. Mode refers to how language is being used

Genre is a cultural category. It can be thought of as a staged, goal-oriented social process which is followed by all writers or speakers in their production of any text. Macken (1990:8) figures genre to be the part of language as below.

Macken (1990:8) figures genre to be the part of language as below.

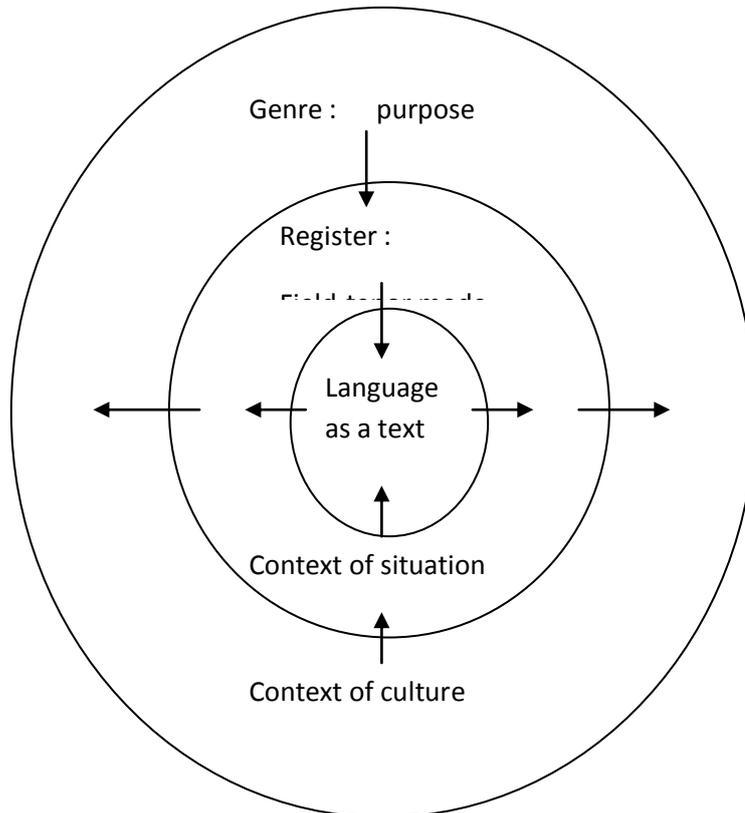


Figure 2.1: Genre as parts of language

Source Macken (1990: 8)

The figure 2.1 above shows that the text, spoken or written, which people create act upon and influence the contexts (genre and register) which are part of environments of all speakers and writers.

Egins (1994:34) illustrates genre as context of culture in relation to language to be the diagram below:

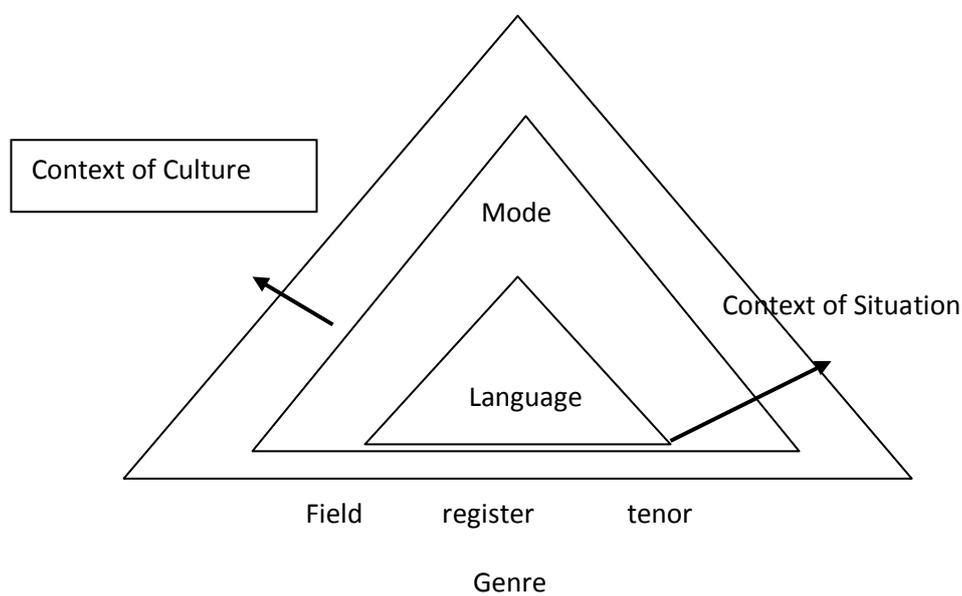
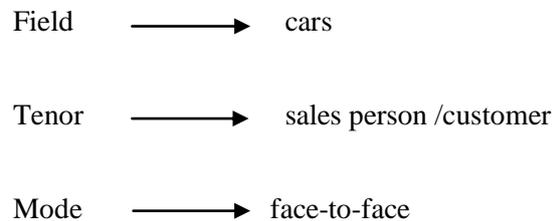


Figure2. 2: Genre as context of culture

Source Egins (1994: 34)

The diagram 2.2 above shows that genre is one of two levels of context that people are recognizing; that the context of culture (genre) is more abstract, more general, than the context of situation (register); that genres are realized (encoded) through language ; that this process of realizing genres in language is mediated through realization of register.

In the correlation between genre and register based on the diagram above, Eggins (1994: 35) gives example:



The culture recognizes the register configuration by the transactional genre of buying and selling cars. In addition, Martin (2000:20) the importance of genre as:

“A theory of how we use language to live; it tries to describe the ways in which we mobilize language – how out of all the things we might do with language, each culture choose just a view, and enacts them over and over again –slowly adding to the repertoire as need arise, and slowly dropping things that aren’t much use. Genre theory is a theory of the borders of our social world, and thus our familiarity with what to expect.”

Martin gives two kinds of reason for establishing genre as a underlying system and register. One revolves around the fact that genres constrain the ways in which register variables of field, tenor, and mode can be combined in a particular society. Some topics will be more or less suitable for lectures than others; others will be more or less suitable for informal conversation between unequal. Recognizing the gaps is not only valuable in it self, but can have important consequences for cross- cultural awareness and training.

The second reason for recognizing that genres comprise a system for accomplishing social purpose by verbal means is that this recognition leads to an analysis of discourse structure. Genres have beginnings, middles and ends of various kinds. Verbal strategies can be thought of in terms of states through which one moves in order to realize a genre

(Martin, 1985: 251). Genre 'refers to the staged purposeful social process through which a culture is realized in language' (Martin and Rothery, 1986: 243).

In detailed application of how genres and registers could relate differentially a scale, which runs from the highly explicit to the highly elliptical, Martin gives the following illustration: Since the two sides of the scale are independent, a researcher could select a genre that implies a high level of explicitness like a business at the same time select a register that demands less explicitness (such as bureaucratic language). In doing so, the researcher must dictate which criteria for explicitness he or she wishes to dictate linguistic choice clear hierarchical development of message and support demanded by the report genre or implicit expression of the cultural values of impartiality, power and prestige associated with bureaucratic style (Martin and Rothery, 1986: 247).

The difficulty seems to derive from the fact that register is a well-established and central concept in linguistics, while genre is a recent appendage found to be necessary as a result of important studies of texts structure. Although genre is now seen as valuably fundamental to the realization of goals, and thus acts as a determinant of linguistics choices, there has been understandable unwillingness to demote register to a secondary position, an unwillingness strengthened, on the one hand, by large-scale investment in analysis of language varieties (for lexicographic in seeing how texts are perceived, categorized and used by members of community).

The notion 'genre' and 'grammar' are closely linked. In the materials being produced about genres and their teaching, at least those which is written by systemic linguist, characteristic lexicogrammatical features of genres are provided. Lexico grammatical features of various genres are integral to those genres, for it is through the lexico grammatical choices that meaning is built up in a text.

Despite these equivocations, linguistic contributions to the evolving study of genre contain of: the social function, schematic structure and significant lexico grammatical feature in every text types.

2.5 Text Type

Those following describe the communicative purpose, schematic structure and linguistic feature that arrange many different kind of text.

According to Macken (1990:12), there are 2 kinds of genre as story genre and factual genre. Story genre consists of five genres; they are narrative, news story, exemplum, anecdote, and recount. Factual genre is divided into procedure, explanation, report, exposition, and discussion.

Mark and Kathy (1997:3) categorize genre into two types, literary genre and factual genre. Literary genre consists of narrative, poetry, and drama. Factual genre has seven types of genre; they are recount, explanation, discussion, information report, exposition, procedure, and response.

Furthermore, the text type and the purpose of the text are described in the table below:

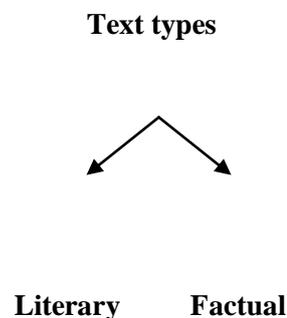


Figure 2.3: Mackens range of genre (1990: 12)

Table2.4 Text Type and Communicative Purpose according to Macken(1990:6)

Text Type	Purpose
Poetic	To express the feelings or experiences of the poet so as to describe, praise or criticize.
Dramatic	To portray human experience through enactment, sometimes in order to make social comment.
Narrative	To construct a view of the world that entertains or informs the reader or listener.
Response	To respond to an artistic work by providing a description of the work and judgement.
Discussion	To present differing opinions on a subject to the reader or listener.
Explanation	To explain how or why something occurs.
Exposition	To argue or persuade by presenting one side of an issue.
Information report	To classify, describe or to present information about a subject.
Procedure	To instruct someone on how something can be done.
Recount	To retell a series of events, usually in the order they occurred.

Gerot and Wignell (1994:192) categorize types of genre into 13 types, namely spoof/recount, recount, report, analytical, news item, anecdote, narrative, procedure, description, hortatory exposition, explanation, discussion, and reviews.

1. Spoof/Recount Genre

a. Communicative purpose.

To retell an event with the humorous twist.

b. Schematic structure.

1) Orientation: Sets the scene.

2) Events : Tell what happened.

3) Twist : Provides the punch line.

c. Linguistic features.

1) Focus on individual participants.

2) Use of material processes.

3) Circumstances of time in place.

4) Use of past tense.

2. Recount.

a. Communicative purposes.

1) To retell event for the purpose of informing or entertaining events are usually arranged in temporal sequence.

2) Occur an interpersonal meanings.

3) Used in most subject to show memory of a series of events as in accounts of a science excursions, everyday life in another time or culture.

b. Schematic structure.

1) Orientation : Provides the setting and introduces participants.

2) Events : Tell what happened in what sequence.

3) Re- orientation : Optional- closure of events.

c. Linguistic feature.

1) Focus on specific participants.

2) Use of material process.

3) Circumstances of time and places.

4) Use of past tense.

5) Focus on temporal sequences.

3. Report.

a. Communicative purpose.

To describe the way things are, with reference to a whole range of phenomena, natural, synthetic and social in our environments.

b. Schematic structure.

1) General classification, tell what the phenomenon under discussion is.

2) Description, tell what the phenomenon under is like in term of part, qualities , habits/ behaviors.

c. Linguistic feature

1) Focus on generic participants.

2) Use of relational processes to state what is and that which it is.

3) Use of simple present tense (unless extinct).

4) No temporal sequence.

4. Analytical Exposition

a. Communicative purpose

To persuade the reader or the listener that is something in the case.

b. Schematic structure

1) Thesis

Position : Introduce topic and indicate writer's position.

Reviewer : Outline the main arguments to be presented.

2) Arguments.

Point : Restates main argument outlined in preview.

Elaboration : Developer and support each point / argument.

3) Reiteration : restated writer's position.

c. Linguistic feature.

1) Focus on generic human and non-human participants.

2) Use simple present tense.

3) Use of relational process.

4) Use of internal conjunction to state argument.

5) Reasoning through casual conjunction or nominalization.

5. News items.

a. Communicative purpose.

To inform readers, listener, or viewer, about events of the day
what are considered news worthy or important.

b. Schematic structure.

1) Newsworthy events (S).

Recounts the events in summery form.

2) Background events (S)

Elaborate what happened, to whom, in what circumstances.

- 3) Source comments by participants in witness to and authorities expert on the events.

c. Linguistic features.

- 1) Short, telegraphic information.
- 2) Use of material process to retell the event.

6. Anecdote.

a. Communicative purpose.

- 1) To share with others on account of an unusual amusing incident.
- 2) Deals with something unexpected or out of the ordinary.
- 3) An oral genre and common features of casual conversation.
- 4) An interesting anecdote if the teller makes the listener want to listen for more.

b. Schematic structure

- 1) Abstract signals the retelling of an unusual incident.
- 2) Orientation sets scene.
- 3) Crisis provides details of the unusual incidents.
- 4) Reaction: reaction to crisis.
- 5) Coda optional- reflection on or evaluation of the incidents.

c. Linguistic feature

- 1) Use of exclamations, rhetorical questions and intensifiers (really, very quite, etc) to point up the significance of the events.
- 2) Use of material process to retell what happened.
- 3) Use a temporal conjunction.

7. Narrative

- a. Communicative purpose.
 - 1) To amuse, entertain and to deal with actual or vicarious experience in different ways.
 - 2) Deals with problematic events which lead to a crisis or turning point of some kind, which in term finds a resolution.
- b. Schematic structure
 - 1) Orientation
Sets the scene and introduces the participants.
 - 2) Evaluation
A sleeping back to evaluate the plight.
 - 3) Resolution
The crisis of resolved, for better of for worse.
 - 4) Re-orientation (optional)
- c. Linguistic feature
 - 1) Focus on specific and usually individualized participation.
 - 2) Use of material process, behavioral and verbal process.
 - 3) Use of relational process and mental process.
 - 4) Use of temporal conjunction and temporal circumstances use of past tense.

8. Procedure

- a. Communicative purpose
 - 1) To describe something is accomplish through a sequence or actions or steps.

- 2) About process than things but explain how people perform different processes in sequence of steps.

b. Schematic structure

- 1) Goal.
- 2) Material (not required for all procedural texts).
- 3) Step 1-n (i.e. goal followed by a series of steps oriented to achieving the goal).

c. Linguistic feature

- 1) Focus on generalized human agents.
- 2) Use of simple present tense, often imperative.
- 3) Use of mainly temporal conjunction (or numbering to indicate sequence).
- 4) Use of mainly material process.

9. Description

a. Communicative purpose

To describe a particular person, place or thing

b. Schematic structure

- 1) Identification: Identifies phenomenon to be describe.
- 2) Description : Describes parts, qualities, characteristics.

c. Linguistic feature

- 1) Focus on specific participants.
- 2) Use of attributive and identifying process.
- 3) Frequent use of epithets and classifier in nominal groups.
- 4) Use of simple present tense.

10. Hortatory Exposition

a. Communicative purpose

To persuade the reader or listener that something should or should not be the case.

b. Schematic structure

- 1) Thesis: Announcement of issue of concern.
- 2) Arguments: Reasons for concern, leading to recommendation.
- 3) Recommendation: Statement of what ought or ought not to happen.

c. Linguistic feature

- 1) Focus on generic human and non-human participant except for the speaker or written referring to self.
- 2) Use of:
 - a) Mental process: to state what the writer thinks or feels about issue.
 - b) Material process: to state what happens.
 - c) Relational process: to state what is or should.
- 3) Use of simple present tense.

11. Explanation Genre

a. Communicative purpose

- 1) To explain the processes involved in the formation or workings of natural or socio cultural phenomena.
- 2) About processes than things, in the school curriculum, explanations are often found in science and social studies.

b. Schematic structure

- 1) A general statement to position the reader.
- 2) A sequenced explanation of why or how something occurs.

c. Linguistic feature

- 1) Focus on generic, non human participants.
- 2) Use mainly of temporal or causal circumstances and conjunctions.
- 3) Use of simple present tense.
- 4) Some use of passive voice to get them right.

12. Discussion Genre

a. Communicative purpose

To present information about and arguments for both sides of an issue, concluding with a conclusion or recommendation based on the weight of evidence.

b. Schematic structure

- 1) Issue.
- 2) Statement.
- 3) Preview.
- 4) Arguments for and against or statement of differing points of view
- 5) Conclusion or recommendations.

c. Linguistic feature

- 1) Focus on generic human and generic non human participants.
- 2) Use of:
 - a) Material process

- b) Relational process
- c) Mental process
- 3) Use of comparative contrastive and consequential conjunctions.
- 4) Reasoning expressed as verbs and nouns (abstraction).

13. Review

a. Communicative purpose

To critique an art work or event for a public audience such works of art includes movies, TV shows, books, plays, operas, recording, exhibition, concert and ballets.

b. Schematic structure

1) Orientation

Places the work in its general and particular context, by comparing it with others of its kind or through analogue with a non- art object or event.

2) Interpretative recounts

Summaries the plot and / or provides an account of how the reviewed rendition of the work came into being: is optional, but if present, often recursive.

3) Evaluation: Provides an evaluation of the work and / or its performance or production is usually recursive.

4) Evaluative summation: Provides a kind of punch line which sums up the reviewer opinion of the art event as a whole is optional.

c. Linguistic feature

1) Focus on particular participants.

- 2) Direct expression of opinion through use of attitudinal texts (value- laden vocabulary) including attitudinal / epithets in nominal groups: qualitative attributes and effective mental process.
- 3) Use elaborating and extending clause and group complexes to package the information (evident).
- 4) Use of metaphorical language.

The communicative purpose is important to emphasize that what different stages of a genre is that they fulfill functionally distinct roles and therefore lexicogrammatical realizations vary from one stage to another. The orientation is typically provided by the reviewer while the interpretative recounts and evaluations can be provided by the reviewer and optionally a source (who is someone participated in the creation and performance of the work). So, the evaluative summation is provided by the reviewers. The features and language for talking about language in the context of learning how the features contribute to the overall meaning of text, that is reading and writing. Lexico grammatical features of various genres are integral to those genres, for it is through the lexico grammatical choice that meaning is built up in a text. Besides the types of genre mentioned above, there is another types of genre that is letter. ([Doyle 2009:05](#))

2.6 Letter

2.6.1. Definition of letter

A letter is a [written message](#) containing information from one party to another. The role of letters in [communication](#) has changed significantly since the nineteenth century. Historically, letters (in paper form) were the only reliable means of communication between two people in different locations.

As [communication technology](#) has diversified, posted letters have become less important as a routine form of communication; they however still remain but in a modified form. For example, the development of the telegraph shortened the time taken to send a letter by transferring the letter as an electrical signal (for example in [Morse code](#)) between distant points. Letter has some kinds, they are academic recommendation letters, application letters, appreciation letters, business thank you letters, candidate rejection letters, character reference letters, congratulation letters, counter offer letters, cover letters, email messages, employee letters. As a kind of letters, business letter means. ([Doyle 2009:05](#))

2.6.1.1 Business Letter

A business letter is a letter written in formal language, usually used when writing from one business organization to another, or for correspondence between such organizations and their customers, clients and other external parties. Business letter is related to legal contract, inquiry letter, and memorandum of understanding. ([Doyle 2009:05](#)).

A legal contract is a legally binding agreement between two parties for an exchange of services that are of value. For a contract to be valid, an offer should be made and accepted. Using a contract in business dealings helps ensure an agreement is acted on, insofar as a broken contract could result in a lawsuit or out-of-court settlement and the payment of damages caused by the breach.

Inquiry letter is a letter of interest, also known as a letter of inquiry or prospecting letter, is sent to companies that may be hiring, but, haven't listed a specific job opening to apply for. ([Doyle](#) 2009:05)

Then, memorandum of understanding is an implied agreement resulting from the express term of another agreement, whether written or oral to serve as the basis of future formal contract. (Black's Law Dictionary 1997:46).

2.6.2 Memorandum of Understanding

2.6.2.1 Definition Memorandum of Understanding

Many people are often misunderstood and distinguish between the Memorandum of Understanding (MoU) with the agreement and other types of engagement.

According to Black's Law Dictionary (1997:46) memorandum of understanding is an implied agreement resulting from the express term of another agreement, whether written or oral to serve as the basis of future formal contract.

According to Fuady (1997:46) memorandum of understanding is a "preliminary agreement, in the sense that will be followed and described in other agreements that govern it in detail, therefore, the memorandum of understanding contains the basic things right.

According to Rajagukguk (1997:46) memorandum of understanding is "the document contains mutual understanding between the parties before the agreement is made. The contents of the memorandum of understanding should be incorporated into the contract, so he has a binding force.

In this term, the definition given by Wikipedia a memorandum of understanding is a document describing a bilateral or multilateral agreement between parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where parties either do not imply a legal commitment or in situations where the parties cannot create a legally enforceable agreement.

In daily life, people often said that agreement is a series of promises which agreed by both parties and it leads to deal about right and obligation who doing memorandum of understanding.

Muhammad (1990:225) says that a memorandum of understanding is an agreement between two or more persons who tied themselves to do something in term of wealth.

Soebekti (1983:1) says that a memorandum of understanding is a moment where both parties agreed to do something.

From the definition above, memorandum of understanding have elements:

1. There are parties who become subject; there are at least 2 parties and each party consists of one or more persons with company or company with company. It is impossible to deal an agreement if the party is only one.
2. There is an agreement between both parties (Consensus). An agreement describe as a statement of desire between both parties whose doing memorandum of understanding. There are 2 terms, subject and agreement therefore the memorandum of understanding is not one-sided agreement but it is both parties agreement.

3. There are goods as an object. Object memorandum of understanding is something which can be trade.
4. Have a purpose which shape as material, it means that memorandum of understanding is the process of moving the material object legally.
5. An agreement can be written form or spoken form.

A memorandum of understanding is a media to do an agreement which being agreed by parties who become the subject of memorandum of understanding. A memorandum of understanding made in written form in because to control the realization of memorandum of understanding being agreed.

2.6.2.2 Characteristic of Memorandum of Understanding

Characteristic of memorandum of understanding mentioned as a complement law (optional law). This precisely mentioned in article law no 1338 verse 1 KUHP which mentioned about principle of freedom in doing memorandum of understanding. This term of condition, of main purpose of memorandum of understanding that concerned is written intention of parties in the content of memorandum of understanding agreed together. One thing that need to be concerned is there are fix law that cannot be ignored in law contract which printed legally by the law court because it is related to public discipline and morality. In other words, it is categorized as imperative of law.

Salim (2003:126) divided the steps in arranges is memorandum of understanding into 5:

1. Making of first draft
2. Processing of changing draft memorandum of understanding.
3. Revising

4. Finishing of revise
5. Enclosing, there are agreement signatures between both parties.

In KUHP there is no legal format which must be followed in writing memorandum of understanding (MoU). The use common pattern which become anatomy or part of MoU. Salim (2007:58) divided into 6 main parts. The detail of those parts is divided as follows:

1. Title

The existence of title is important although does not include in a legal condition of MoU , it is shows the term or identity of memorandum of understandings. That is the reason why title is one of the important parts mentioned in written memotandum of understandings. Reading the title of memorandum of understanding, the kind of MoU will be clearly identified. There is a number of MoU under the title, but it is not essential. Number of MoU makes it in administration then it can be saved easily as well.

Example : *Creation Contract between Indonesian Government and Newmont Nusa Tenggara Company; International franchise Agreement between Kentucky Fried Chicken International Holdings, Inc and P.T.FastFood Indonesia Tbk.*

2. Parties

This part is an introduction or the beginning of a memorandum of understanding before entering to the content of memorandum of understanding.

3. Date of agreement

This part involves *day, date, month, and year* where the MoU is made. The existence of this part brings an important meaning between both parties because it points the time when the contract is made.

Example: *This agreement is made this... day of ... 2006, by and between...; This secrecy agreement is made as of November, 30, 2005, by and between...*

4. Parties identity

The beginning or introduction which involved information about both parties who act as the subject in a contract, the terms written in parties identity involved:

- a. Addressing, men's or women's
- b. Name, subject who become parties in a contract.
- c. Law statue or job position of the taxes subject.
- d. Address of the taxes subject even in a law courts or personal.
- e. Statue or position each subject in a contract being made.

Example: *Ambarwati, swasta, address Jl. Mrican baru 10 Depok, Yogyakarta, the next in this agreement mentioned as first parties who rent her house or First Party...*

5. Content

Laws gave freedom to decide the content of contract. In a content of MOU, here clause or agreements which have been agreed together and arrange in a written language. The content of contract usually arranges by

writing the article first, then write the sentences which stand to the content of the contract. "Article" in a contract stand as part of a contract which consists of some sentences that describes every kind of condition and information being agreed. This must be concerned to ensure the legality of a contract.

Essential part in the content can be state as follows:

- a) Scope of understanding
- b) Contact person
- c) Mutual expense and reliance
- d) Confidentiality
- e) Implementation and termination
- f) Limitation of liability
- g) Modifications
- h) Governing law and jurisdiction

After all materials which stand as the point of written agreement then make a frame work about enclosing of the contract. If the beginning did not write the timeline, the end of contract must be mentioned timeline after enclosing sentences

6. Signatures

After enclosing sentence in contract, another important thing should be mentioned both parties are under assignment to make it legal in law. If the parties who made an agreement is a law court, under the signature usually mentioned name and position while undersigned the contract, it is

also completed by the logo of the company which is placed beside signature.

Another condition Suhardana (2008:111-115) divided a contract structure into 6 parts:

1. Title
2. Introduction
3. Comparison
4. Content
5. Closing
6. Signatures

Another condition Warnika (2002:42) divided a memorandum of understanding structure into 6 parts:

1. Title
2. Opening
3. Comparison
4. Substation
5. Closing
6. Signatures

CHAPTER III

RESEARCH METHOD

To get a good result from this research, the researcher employs a research method consisting of research design, unit of analysis, source of data, technique of data collection, and technique of data analysis.

3.1 Research Design

A research needs a design, and the researcher used descriptive qualitative research. Descriptive qualitative means descriptive research. It is a research method to describe the subject or the object of the research based on the fact or reality. Nunan (1993:4-6) states that descriptive qualitative is a research in which the method of the data collection is non-experimental or real-time recording that generates naturally recording data. In qualitative research the data are not number or chart but in the form of words, pictures, clauses. Based on the consideration above, it means that the data taken from the memorandum of understanding as the main source are then analyzed by using some resources such as books, articles, journal to support the study.

3.2 Unit of Analysis

The unit of analysis of the study is every clause found in the Memorandum of Understanding conducted by “Dian Nuswantoro University Semarang”. The researcher analyzed Memorandum of Understanding conducted by Dian Nuswantoro Universty Semarang.

3.3 Source of Data

The source of the data this study is the letter Memorandum of Understanding written by “Dian Nuswantoro Universty Semarang” and Multimedia University Malaysia in 2007, Unity Collage International Malaysia in 2008, Universiti Teknikal Malaysia Melaka in 2008, Chung Yuan Christian University in 2010, University Of Malaya Kuala Lumpur, Malaysia in 2011 that have been analyzed. Most importantly the researcher is focused on the genre analysis of the text.

3.4 Techniques of Data Collection

The data of this study are collected by using the following steps:

1. Firstly, the researcher requested a letter from head of study program.
2. Second, the researcher gave letter to secretariat Dian Nuswantoro Universty Semarang.
3. Third, the researcher asked Dian Nuswantoro University Semarang(Mrs. Avis as a secretariat of Dian Nuswantoro University Semarang) for the Memorandum of Understanding.
4. Fourth, the researcher copied the memorandum of understanding.

3.5 Techniques of Data Analysis

After the data are collected, they are analyzed by using the following steps:

1. Reading of data Memorandum of Understanding.

The researcher read all the letter one by one to know the content of each text.

2. Segmenting the letters into clauses.

They sentences in the letters were segmented into clause.

3. Analyzing every clause of the text.

The researcher analyzed the communicative purpose of each text by understanding the meaning of content.

4. Describing the data.

The researcher described the social function, schematic structure, and linguistic features of the text based on Gerot and Wignell's theory(1995: 10).

5. Interpreting the finding.

After describing the Memorandum of Understanding, the researcher classified the social function, schematic structure, and linguistic features.

6. Drawing the conclusion.

Based on the findings, the researcher concluded the kinds of genre used in the memorandum of understanding

CHAPTER IV

DATA ANALYSIS

This chapter discusses the results of the data analysis in order to answer the problem in this research. The framework used to analyze the data is proposed by Gerot and Wignell (1994:192). The statements of the problem are addressed to find out what kinds of social function, what kinds of schematic structure, and what kinds of lexicogrammatical described in genre.

4.1. The Findings of memorandum of understanding letter

The researcher had 5 memorandum of understanding as the data of this research. The data of this research were taken from UDINUS Semarang and another five universities; they are Multimedia University Malaysia, Unity Collage International Malaysia, Universiti Teknikal Malaysia Melaka, Chung Yuan Christian University, University Of Malaya Kuala Lumpur, Malaysia during 2007-2011. Each of memorandums of understanding has a similarity in form and content. The content of first MOU between UDINUS and Multimedia University focus on eight agreements, they are about scope of understanding, contact persons, mutual expense and reliance, confidentiality, implementation and termination, limitation of liability, governing law and jurisdiction, modifications. The content of second MOU between UDINUS and Unity Collage International focus on eight agreements, they are about scope of understanding, contact persons, mutual expense and reliance, confidentiality, implementation and termination, limitation of liability, governing law and

jurisdiction, modifications. The content of third MOU between UDINUS and Universiti Teknikal Malaysia Melaka focus on eight agreements, they are about objective, areas of co-operation, financial arrangements, effect of memorandum of understanding, no agency, entry into effect and duration, notice. The content of fourth MOU between UDINUS and Chung Yuan Christian University focus on five agreements, they are about Joint research activities, exchange of academic materials and academic publications, exchange of faculty members for research, lecturer, discussions, exchange of graduate and undergraduate students for study and research, linkage of website onto the sister university's website to enhance information exchange. The content of fifth MOU between UDINUS and University of Malaya Kuala Lumpur focus on seven agreements, they are about scope and fields academic cooperation's, financial arrangements, joint property, confidentiality, duration and termination, notice, miscellaneous.

The statement of the problem are addressed to find out what kinds of social function each memorandum of understanding, what kinds of schematic structure each memorandum of understanding, and what kinds of linguistic features each memorandum of understanding described.

The following table 4.1 covers the parts of the each memorandum of understanding. It can be seen in table 4.1 below:

Table 4.1 Parts of memorandum of understanding made by UDINUS Semarang

Parts of Memorandum of Understanding	Business Letter				
	1	2	3	4	5
Title	✓	✓	✓	✓	✓
Date of agreement	✓	✓	✓	✓	✓
Parties	✓	✓	✓	✓	✓
Parties identity	✓	✓	✓	✓	✓
Content	✓	✓	✓	✓	✓
Signatures	✓	✓	✓	✓	✓

From the table above, red box shows the parts or structure of the memorandum of understanding. The researcher covers the parts into Title ^ Date of agreement ^ Parties ^ Parties identity ^ Content ^ Signatures made by UDINUS and five another Universities.

In linguistic features, focused on process types, mood types, tenses and conjunction. In this research, the researcher had 5 business letters as the data of this study. After the data were divided into clauses, there were found 274 clauses. According to Halliday as cited in Gerot and Wignell(1994: 54), asserts that there are seven different process types; material, behavioral, mental, verbal, relational, existential, and meteorological.

The following table 4.2 covers the process types of the data with total 274 clauses analyzed and followed by more detailed for each process type. It can be seen in table 4.2 below:

Table 4.2 Process type of MOU of UDINUS

Process type	Business letter					Total	%
	1	2	3	4	5		

Material	26	23	28	9	38	124	43,66%
Mental	5	7	2	5	18	37	13,02%
Relational	28	28	20	1	25	102	35,91%
Existential	1	1	0	0	0	2	0,70%
Verbal	0	5	2	1	1	19	6,69%
Total	60	64	52	16	82	284	100%

From the table above, it can be identified that there are only five processes found in letter. The five processes are *material*, *mental*, *relational*, *existential*, and *verbal process*. The researcher covers that material process is the most dominant process in the business letters which occurs 124 times and the percentage is (43,66%). Material process can be identified as a dominant process, because verb is indicated by process of doing mostly. Process of material can be seen from several verbs: executed , establishing, explore, open, developing, etc.The other occurrence of process type are relational process occurs 102 times (35,91%), mental process occurs 37 times (13,02%), verbal process occurs 19 (6,69%) and the last is existential process occurs 2 times (0,70%).

The following table 4.3 covers the tenses of the data with total 93 sentences analyzed and followed by more detailed for each tenses type. It can be seen in table 4.3 below:

Table 4.3 Classifying Tense of Sentences on MOU of UDINUS

Tense	Business letter	Total	%
--------------	------------------------	--------------	----------

	1	2	3	4	5		
Simple Present	9	4	3	3	10	29	31,18%
Simple Past	4	5	3	0	2	14	15,05%
Simple Future	9	11	11	6	12	49	52,68%
Present Continuous	1	2	1	0	2	6	6,45%
Present Perfect	1	1	1	0	2	5	5,37%
Total	24	23	19	9	28	93	100%

From the table above, the researcher can be identified that there are only six tenses found in all The linguistic features in first memorandum of understanding, According to Halliday as cited in Gerot and Wignell(1994: 54), the process types in this data is : material, mental, relational, existential and verbal. The mood type of all the text is declarative because the clauses tell the prospective both parties to accept this agreement. The tense used in this text is simple future tense, simple past tense, simple present tense, present continuous tense.

.There are *simple present, simple past, simple future, present continuos, future continuous, and present perfect tense*. The researcher covers that simple future tense is the most dominant tense in the business letters which occurs 49 times and the percentage is (52,68%). Simple present tense can be identified as a dominant tense, because it expresses action or state in the present time and is used of what occurs or is true at the time of speaking and of what is habitual or characteristic or is always or necessarily true, that is sometimes used to refer to action in the past, and that is sometimes used for

future events. Simple future can be seen from several verbs, which is use a will/shall + V1(future verb): *will also, shall exist,etc.*

The other occurrence of tenses are simple present occurs 29 times (31,18%), simple past occurs 14 times (15,05%), present continuous occurs 6 times (6,45%), and the last is present perfect occurs 5 times (5,37%).

The findings of each memorandum of understanding which mentioned as follows:

4.2 The discussion of first MOU between UDINUS and MMU.

This Memorandum of Understanding (“MOU”) is dated on January 17th, 2007.

4.2.1 Social function of first MOU between UDINUS and MMU.

The social function of the memorandum of understanding is to make an education cooperation and to improve understanding between academic institution. The parties hereby agree as follows; scope of understanding, contact persons, mutual expense and reliance, confidentiality, implementation and termination, limitation of liability, modifications governing law and jurisdiction between two parties, those are Multimedia University and Dian Nuswantoro University.

4.2.2 Schematic structure of first MOU between UDINUS and MMU.

The schematic structure of memorandum of understanding is: Title ^ Date of agreement ^ Parties ^ Parties identity ^ Content ^ Signatures

1. Title

The existence of title is important although it does not include in a legal condition of memorandum of understanding, it shows the term or

identity of memorandum of understanding. That is the reason why title is one of the important parts mentioned in written memorandum of understanding. Reading the title of memorandum of understanding, the kind of memorandum of understanding will be clearly identified. This stage is seen in the following :

*MEMORANDUM OF UNDERSTANDING
BETWEEN
DIAN NUSWANTORO UNIVERSITY
AND
MULTIMEDIA UNIVERSITY*

2. Date of agreement

This part involves *day, date, month, and year* where the memorandum of understanding is made. The existence of this part brings an important meaning between both parties because it points the time when the memorandum of understanding is made. On Wednesday, 17th January 2007, it shows when the memorandum of understanding is made. Then, it shows that both parties agree to join of education and to improve understanding between their respective academic institutions. Furthermore, this part refers to the time when this memorandum of understanding is signed by both parties. This stage is seen from the following data:

Date: 17th January 2007

3. Parties

This part is an introduction or the beginning of a memorandum of understanding before entering to the content of memorandum of

understanding. The part of introduction, explains the background of both parties. Moreover, it also shows the address of both parties in order to get a detail introduction among the parties.

Multimedia University, a Private University registered under the Private higher educational institutions act 1996 (act 555) and having it's business addresses at jalan Multimedia, 63100 cyberjaya, selangor darul ehsan and jalan ayer keroh lama,75450 bukit beruang, melaka (hereinafter referred to as "MMU")

AND

Dian Nuswantoro University, a private University registered under the decree 2001 of the directorate general of higher education republic of Indonesia (No.169/D/O/2001) and having its address at jalan nakula I no.5-11 Semarang Indonesia 50131 (hereinafter referred to as "UDINUS")

4. Parties identity

The beginning or introduction which involved information about both parties who act as the subject in a memorandum of understanding, the terms written in comparison involved: addressing, men's or women's, name, taxes subject who become parties in a contract, law statue or job position of the taxes subject, address of the taxes subject even in a law courts or personal, statue or position each subject in a memorandum of understanding being made. This stage is seen from the following:

WHEREAS

1. UDINUS is a University with one campus in Semarang Indonesia and provides university-level education for diploma, undergraduate, and postgraduate programs and training in the areas of the computer science, economics, language and culture, health, and engineering.

2. *MMU is a University with two campuses (cyberjaya and melaka) in Malaysia, and provides University-level education and training in the areas of Multimedia, and business management.*
3. *The parties now wish to enter into a series of discussions for the mutual benefit of both parties, and for purposes more particularly set for herein.*

5. Content

In a content of memorandum of understanding, here clausal or agreements which have been agreed together and arranged in a written language. The content of memorandum of understanding usually arranges by writing the article first, and then writes the sentences which stand to the content of the memorandum of understanding. "Article" in a contract stand as part of a contract which consists of some sentences that describes every kind of condition and information being agreed. This should be concerned to ensure the legality of a memorandum of understanding. As a result there is a law guarantees and secures each other of subject contract. In this memorandum of understanding, the part of the content is divided into eight components of agreement that are conducted by both parties.

5.1 Scope of understanding

In the first agreement, both parties agree to be joint MMU-UDINUS curriculum development in a Twinning Program meant for undergraduate and postgraduate students of MMU and UDINUS, and to be Joint MMU-UDINUS curriculum development such as professional development courses and short courses open to the public and elective courses meant for undergraduate and postgraduate

students of MMU and UDINUS. Then, they agree to develop and establish a human resource training program in areas such as: Student exchange; Staff exchange; and Sabbatical training for staff members, to be Joint MMU-UDINUS research and seminar program. It can be seen from the quotation below.

The provisions stated in this MOU are statement of intent only. This is a binding agreement between the Parties (save for the confidentiality provision below), and no such agreement shall exist until both Parties have negotiated, prepared and executed a separate written agreement establishing the binding obligations of the Parties and approved by each Party's board of directors in relation to specific objectives stated below.

This MOU is intended to establish a basis upon which UDINUS and MMU may explore areas for cooperation, and the Parties believe that such endeavors would be in the interest of both Parties, and of the academic and organizational management. In this regard, the Parties agree to discuss and explore the following objectives:

- i. Joint MMU-UDINUS curriculum development in a twinning program meant for undergraduate and postgraduate students of MMU and UDINUS.*
- ii. Joint MMU-UDINUS curriculum development such as professional development courses and short courses open to the public and elective courses meant for undergraduate and postgraduate students of MMU and UDINUS.*
- iii. Developing and establishing a human resource training program in areas such as:
 - a. Student exchange;*
 - b. Staff exchange; and*
 - c. Sabbatical training for staff members**
- iv. Joint MMU-UDINUS research and seminar program.*

5.2 Contact person

In this part, both parties focus on contact person. They agree each other that MMU appoints Dr. Tan Sin Leng and UDINUS appoints Dr. Abdul Syukur to co-ordinate and oversee all discussions between

the Parties pursuant to this MOU. It can be seen from the quotation below.

MMU hereby appoints Dr. Tan Sin Leng and UDINUS appoints Dr. Abdul Syukur to co-coordinate and oversee all discussion between the Parties pursuant to this MOU.

5.3 Mutual Expense and reliance

In the third part, both parties focus on mutual expense and reliance. They agree that each party have responsible for its own expenses during the discussion in connection with this MOU. It can be seen from the quotation below.

Each party will be responsible for its own expenses during the discussion in connection with this MOU, and all discussion shall be done in good faith for the mutual benefit of both Parties Involved. Any action taken in reliance on the understanding expressed in this MOU shall be at the Parties own risk.

5.4 Confidentiality

In the fourth step, both parties focus on confidentiality. They agree all information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are confidential to them. It can be seen from the quotation below.

a. All information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are confidential to them and may not be disclosed to any third party during the period of this MOU or anytime thereafter except:

- i. With the written consent of the other Party;*
- ii. If required by law to be disclosed;*

iii. In connection with legal proceedings by authority of a court of competent jurisdiction; or

iv. If the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOU.

b. The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.

5.5 Implementation and termination

In the fifth step, both parties focus on Implementation and termination. They agree that this MOU will come into effect on the day on which it is signed by both Parties. It will continue for a period of Three years, thereafter the MOU may be extended for a further period by written agreement between both Parties. It can be seen from the quotation below.

This MOU will come into effect on the day on which it is signed by both Parties. It will continue for a period of three years, thereafter the MOU may be extended for a further period by written agreement between both Parties.

5.6 Limitation of liability

In the sixth step, both parties focus on Limitation of Liability. They agree that This MOU will come into effect on the day on which it is signed by both Parties. It will continue for a period of Three years thereafter the MOU may be extended for a further period by written agreement between both Parties. It can be seen from the quotation below.

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect,

speculative, incidental, special, or consequential damages in connection with performance under this MOU.

5.7 Modification

In the seventh step both parties focus on Modifications. They agree no variation, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties. It can be seen from the quotation below.

No variation, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties.

5.8 Governing law and jurisdiction

In the eighth step, both parties focus on Governing Law and Jurisdiction. They agree that this MOU and any final agreement entered pursuant to this MOU shall be governed by and construed in accordance with the laws of Malaysia. Any dispute controversy to this MOU shall be decided and finally resolved by arbitration by one arbitrator in accordance with the Arbitration Rules of Singapore International Arbitration Centre (“SIAC Rules”). It can be seen from the quotation below.

This MOU and any final agreement entered pursuant to this MOU shall be governed by and construed in accordance with the laws of Malaysia. Any dispute controversy or claim arising out of or relating to this MOU or the breach, termination or invalidity thereof, shall be decided and finally resolved by arbitration by one arbitrator in accordance with the Arbitration Rules of Singapore International Arbitration Centre (“SIAC Rules”). The language to be used in the arbitration proceedings shall be English.

6. Signatures

After enclosing sentence in memorandum of understanding, another important thing should be mentioned both parties are under assignment to make it legal in law. If the parties who made an agreement is a law court, under the signature usually mentioned name and position while undersigned the contract, it is also completed by the logo of the company which is placed beside signature. This part shows that the memorandum of understanding is signed by both parties represented by the Rector of UDINUS and the President of Multimedia University, then witnessed by Director Post Graduate Program of UDINUS and The Director internationalization and Institutional Collaboration Unit of Multimedia University.

SIGNED BY

Dr. Edi Noersasongko

Rector

Dian Nuswantoro University

SIGNED BY

Professor Ghauth Jasmon

President

Multimedia University

WITNESSD BY

Dr. Abdul Syukur

*Director Postgraduate Program
and Dian Nuswantoro University
Unit*

WITNESSD BY

DR. Tan Sin Leng

*Director Internationalization
Intiutional Collaboration*

Multimedia University

4.2.3 Linguistics features of first MOU between UDINUS and MMU.

4.2.3.1 Process found of first MOU between UDINUS and MMU.

Table 4.4 Process found in MOU between UDINUS and MMU.

No	Type of process	Total	%
1	Material	26	43,33%

2	Relational	28	46,66%
3	Mental	5	8,33%
4	Existential	1	1,66%
Total		60	100%

Processes are realized by verbs. Traditionally verbs have been defined as ‘doing words’. But as the above list indicates, some verbs are not doing words at all, but rather express states of being or having. In this analyze researcher found 4 type processes: material, relational, mental, and existential.

The researcher covers that relational process is the most dominant process in the business letters which occurs 28 times and the percentage is 46,66%. Relational process can be identified as a dominant process, because verb is indicated by process of being mostly.

1. Material process

There are 26 material processes found in MOU 1. The examples of material process.

*a. And all discussion **shall be done** in good faith.*

This clause shows the material process, it can be seen from a verb **shall be done** in the clause. It means that the material process constructs process of doing and happening. The verb **shall be done** explains that the agreements in the MOU have to be conducted in order to give mutual benefit for both parties and discussed in a good trust of both parties.

*b. It **will continue** for a period of Three years,*

This clause shows the material process, it can be seen from a verb **will continue** in the clause. It means that the material process constructs process of doing and happening. The verb **will continue** tells that the agreement in the MOU takes place with duration for three years, and it can be continued if both parties discuss and realize it in an written agreement.

c. This MOU and any finance agreement entered pursuant to this MOU shall be governed by and construed in accordance.

This clause shows the material process, it can be seen from a verb **shall be governed** in the clause. It means that the material process constructs process of doing and happening. The verb **shall be governed** explains that the final agreements done by both parties in this MOU will be conducted according to the laws of Malaysia.

2. Relational process

There are 28 relational processes found in MOU 1. The examples of relational process.

a. MMU is a University with two campuses.

This clause gives an example of relational process produces. It covers that the letter produces relational-attributive process. It is indicated by applying finite *is*. The finite *is* explains that MMU is a university that has two campuses in Malaysia.

b. Each Party will be responsible for its own expenses during the discussion in connection with this MOU

This clause gives an example of relational process produces. It covers that the letter produces relational-attributive process. The verb **be**

responsible explains that the expenses during the discussions should be in charge of each party under this MOU.

*c. This MOU is **intended** to establish a basis upon which UDINUS and MMU may explore areas for cooperation, and parties will also explore cooperation on academic development.*

This clause gives an example of relational process produces. It covers that the letter produces relational-attributive process. The verb **is intended** explains that both parties has similar goals in this MOU. Then, this MOU aims at finding the goals of both parties. Moreover, this MOU will make the relationship between UDINUS and MMU better and closer. So the verb intended relates both parties.

3. **Mental process**

There are 5 mental processes found in MOU 1. The examples of mental process.

*a. The Parties **believe** that such endeavors would be in the interest of both Parties.*

The example above shows mental process. It can be seen that parties produce a verb **believe**. This verb shows how people affect or feel something. In this clause, both parties have a good faith to join together for cooperation and each parties trust each other to explore cooperation on academic development.

*b. This regard, the Parties **agree** to discuss and explore the following objectives*

The example above shows mental process. It can be seen that parties produce a verb **agree**. This verb shows how people affect or feel something.

In this clause, both parties have a good to join together for discuss and explore cooperation on academic development.

4. Existential process

There is 1 existential processes found in MOU 1. The example of existential process.

a. And no such agreement shall exist.

Existential process resembles process of existing which has a function which is to set up the existence of a sole participant. The verb above shows an existential process, it can be seen from the verb **exist**. In this clause, the parties save for the confidentiality provisions and no such agreement shall exist.

4.2.3.2 Mood types found of first MOU between UDINUS and MMU.

Table 4.5 Mood type found of first MOU between UDINUS and MMU.

No	Mood Type	Total	%
1	Declarative	60	100%
2	Imperative	-	-
3	Interrogative	-	-
Total		60	100%

Mood in English is realized by the position in the clause of the subject and finite. Indicative mood is realized by the features subject+ finite. The order of the subject and finite realizes declarative and interrogative. The mood type of all the clause is declarative mood because the clauses tell the prospective both parties to accept these agreements. Moreover, the structure

of every sentence in this letter is always started by subject then followed by finite.

1. *The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.*

According to the statement above, both parties produce declarative mood. It can be seen that the party gives statement by saying. *The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.* It means both parties have dealt that the obligation of confidentiality of this MOU will continue without limited time and both parties agreed to make agreement in this MOU. Declarative mood here uses simple future tense.

4.2.3.3 Tenses found of first MOU between UDINUS and MMU.

Table 4.6 Tenses found of first MOU between UDINUS and MMU.

No	Tenses	Total	%
1	Simple present tense	9	36%
2	Simple past tense	4	16%
3	Simple future tense	10	40%
4	Present continuous	1	4%
5	Present perfect	1	4%
Total		25	100%

The tense used in this text is simple future tense, simple past tense, simple present tense, present continuous tense.

The researcher covers that simple future tense is the most dominant tense in the business letters which occurs 10 times and the percentage is 40%. Simple future tense can be identified as a dominant tense, because it expresses will doing something in the future time and is used of what occurs or is plan at the time of speaking and of what is habitual or characteristic or is always or necessarily true, that is sometimes used to refer to will doing something in the past, and that is sometimes used for future events. Simple future tense can be seen from several verbs, which is use a [will] + [verb1]: shall be , will be, etc.

1. **Simple present tense** is expresses an unchanging, repeated, or reoccurring action or situation that exists only now. It can also represent a widespread truth. With the simple form of the verb [am / is / are] + [verb]
 - a. *The parties now **wish** to enter into a series of discussions for the mutual benefit*
 - b. *This MOU is **intended** to establish a basis upon*
2. **Simple past tense** is expresses an action or situation that was started and finished in the past. Most past tense verbs end in **-ed**. with the simple form of the verb [verb + ed].
 - a. *Dian Nuswantoro Univesity, a private University **registered** under the decree 2001*
3. **Simple future tense** is expresses an action or situation that will occur in the future. This tense is formed by using will/shall, with the simple form of the verb [will] + [verb1].

- a. Each party **will** be responsible for its own expenses during the discussion in connection with this MOU
- b. Any action taken in reliance on the understanding expressed in this MOU **shall** be at the Parties own risk.

4. **Present continuous tense** (also called the presents progressive tense) is commonly used in English from action happening right now. This tense is formed by subject + to be (is, am, are) + V ing + Complement.

- a. This is **not a binding** agreement.

5. **Past perfect tense** is used to an unspecified time in the past, an action that started in the past, and a repeated past action which may occur again. The form is realized by using verb have / has + a past participle.

- a. Parties **have negotiated, prepared and executed** a separate written agreement.

4.3 The discussion of second MOU between UDINUS and UCI

This Memorandum of Understanding (“MOU”) is dated on February 27th, 2008

4.3.1 Social function of second MOU between UDINUS and UCI.

The social function of the memorandum of understanding is to make an education cooperation and to improve understanding between their respective academic institutions. The parties hereby agree as follows; scope of understanding, contact persons, mutual expense and reliance, confidentiality, implementation and termination, limitation of liability, modifications governing law and jurisdiction between two parties, those are Unity College International and Dian Nuswantoro University.

4.3.2 Schematic structure second MOU between UDINUS and UCI.

The schematic structure of memorandum of understanding is: Title ^ Date of agreement ^ Parties ^ Parties identity ^ Content ^ Signatures

1. Title

The existence of title is important although does not include in a legal condition of memorandum of understanding, it shows the term or identity of memorandum of understanding. That is the reason why title is one of the important parts mentioned in written memorandum of understanding. Reading the title of memorandum of understanding, the kind of memorandum of understanding will be clearly identified.

This stage is seen from the sentence:

*MEMORANDUM OF UNDERSTANDING
BETWEEN
DIAN NUSWANTORO UNIVERSITY
SEMARANG-INDONESIA
AND
UNITY COLLEGE INTERNATIONAL MALAYSIA*

2. Date of agreement

This part involves *day, date, month, and year* where the memorandum of understanding is made. The existence of this part brings an important meaning between both parties because it points the time when the memorandum of understanding is made. On Sunday, 17th February 2008, it shows when the memorandum of understanding is made. Then, it shows that both parties agree to join of education and to improve understanding between their respective academic institutions. Furthermore, this part refers to the time when this memorandum of understanding is signed by both parties. This stage is seen from the sentence:

Date: 17th February 2008

3. Parties

This part is an introduction or the beginning of a memorandum of understanding before entering to the content of memorandum of understanding. In the part of introduction, it explains the background of both parties. Moreover, it also shows the address of both parties in order to get a detail introduction among the parties.

Unity College International, was founded in 1984 a wholly bumiputra owned private college founded in 1984 with its address at ground floor, block B, bangunan sri kemajuan PKNS, persiaran barat , off

jalan barat, 46505 petaling jaya, selangor darul ehsan (hereinafter referred to as "UCI").

AND

Dian Nuswantoro University, a private University registered under the decree of directorate general of higher education republic of Indonesia no.169/D/O/2001 and having its campus address at jalan nakula I no.5-11 Semarang Indonesia 50131 (hereinafter referred to as "UDINUS")

4. Parties identity

The beginning or introduction which involved information about both parties who act as the subject in a memorandum of understanding, the terms written in comparison involved: addressing, men's or women's, name, taxes subject who become parties in a contract, law statue or job position of the taxes subject, address of the taxes subject even in a law courts or personal, statue or position each subject in a memorandum of understanding being made. This stage is seen from the sentence:

WHEREAS

- 1. Dian Nuswantoro University is a private University with one campus (Semarang) in Indonesia, and provides university-level education and training in the areas of computer science, economics, languages and literature, health, and engineering.*
- 2. Unity College International is a wholly bumiputra owned private college with its core business specializing in offering the undergraduate, and postgraduate academic courses as well as being involved with human resource training and development courses.*
- 3. The parties now wish to enter into a series of discussions for the mutual benefit of both parties, and for purposes more particularly set for herein.*

5. Content

In a content of memorandum of understanding, here clausal or agreements which have been agreed together and arranged in a written language. The content of memorandum of understanding usually arranges by writing the article first, and then writes the sentences which stand to the content of the memorandum of understanding. "Article" in a contract stand as part of a contract which consists of some sentences that describes every kind of condition and information being agreed. This should be concerned to ensure the legality of a memorandum of understanding. As a result there is a law guarantees and secures each other of subject contract. In this memorandum of understanding, the part of the content is divided into seven components of agreement that are conducted by both parties. In this memorandum of understanding, the part of the content is divided into eight components of agreement that are conducted by both parties.

5.1 Scope of understanding

In the first agreement, both parties agree to be joint UCI-UDINUS curriculum development in a twinning program meant for undergraduate and postgraduate students of UCI and UDINUS, and to be Joint UCI-UDINUS curriculum development such as professional development courses and short courses open to the public and elective courses meant for undergraduate and postgraduate students of UCI and UDINUS. Then, they agree to develop and to establish a human resource training program in areas such as: student exchange; staff

exchange; and sabbatical training for staff members, to be joint UCI-UDINUS research and seminar program. It can be seen from the quotation below.

The provisions stated in this MOU are statements of intent only. This is not a binding agreement between the Parties (save for the confidentiality provisions below), and no such agreement shall exist until both Parties have negotiated, prepared and executed a separate written agreement establishing the binding obligations of the Parties and approved by each Party's board of directors in relation to specific objectives stated below.

This MOU is intended to establish a basis upon which Dian Nuswantoro University and Unity College International may explore areas for cooperation, and the Parties will also explore cooperation on academic development the Parties believe that such endeavors would be in the interest of both Parties, and of the academic and organizational management. In this regard, the Parties agree to discuss and explore the following objectives:

- i. Joint UCI-UDINUS curriculum development in a joint-program meant for diploma, undergraduate and postgraduate students of UCI and UDINUS.*
- ii. Joint UCI-UDINUS curriculum development such as professional development courses and short courses open to the public and elective courses meant for undergraduate and postgraduate students of UCI and UDINUS.*
- iii. Developing and establishing a human resource training program in areas such as:
 - a. Student exchange;*
 - b. Staff exchange; and*
 - c. Sabbatical training for staff members**
- iv. Joint UCI -UDINUS research and seminar program.*

5.2 Contact person

In the second agreement, both parties focus on contact person. They agree each other that UCI appoints Mad Saidi Mad Saad and UDINUS appoints Dr. Abdul Syukur to co-ordinate and oversee all discussions between the Parties pursuant to this MOU. It can be seen from the quotation below.

UCI hereby appoints Mad Saidi Mad Saad and UDINUS appoints Dr. Abdul Syukur to co-coordinate and oversee all discussions between the Parties pursuant to this MOU.

5.3 Mutual Expense and reliance

In the third agreement, both parties focus on mutual expense and reliance. They agree that each party will be responsible for its own expenses during the discussion in connection with this MOU. It can be seen from the quotation below.

Each party will be responsible for its own expenses during the discussions in connection with this MOU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expressed in this MOU shall be at the Parties own risk.

5.4 Confidentiality

In the fourth agreement, both parties focus on confidentiality. They agree all information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are confidential to them. It can be seen from the quotation below.

All information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are confidential to them and may not be disclosed to any third party during the period of this MOU or anytime thereafter except:

- v. With the written consent of the other Party;*
- vi. If required by law to be disclosed;*
- vii. In connection with legal proceedings by authority of a court of competent jurisdiction; or*

viii. *If the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOU. The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.*

5.5 Implementation and termination

In the fifth agreement, both parties focus on Implementation and termination. They agree that this MOU will come into effect on the day on which it is signed by both Parties. It will continue for a period of three years, thereafter the MOU may be extended for a further period by written *agreement* between both Parties. It can be seen from the quotation below.

This MOU will come into effect on the day on which it is signed by both Parties. It will continue for a period of three years, thereafter the MOU may be extended for a further period by written agreement between both Parties.

5.6 Limitation of liability

In the sixth agreement, both parties focus on limitation of liability. They agree that this MOU will come into effect on the day on which it is signed by both Parties. It will continue for a period of three years thereafter the MOU may be extended for a further period by written agreement between both Parties. It can be seen from the quotation below.

in no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special, or consequential damages in connection with performance under this MOU.

5.7 Modification

In the seventh agreement, both parties focus on Modifications. They agree no variation, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties. It can be seen from the quotation below.

No variations, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties.

5.8 Governing law and jurisdiction

In the eighth agreement, both parties focus on governing law and jurisdiction. They agree that this MOU and any final agreement entered pursuant to this MOU shall be governed by and construed in accordance with the laws of Malaysia. Any dispute controversy to this MOU shall be decided and finally resolved by arbitration by one arbitrator in accordance with the Arbitration Rules of Singapore International Arbitration Centre (“SIAC Rules”). It can be seen from the quotation below.

“ This MOU and any final agreement entered pursuant to this MOU shall be governed by and construed in accordance with the laws of Malaysia. Any dispute controversy or claim arising out of or relating to this MOU or the breach, termination or invalidity thereof, shall be decided and finally resolved by arbitration by one arbitrator in accordance with the Arbitration Rules of Singapore International Arbitration Centre (“SIAC Rules”). The language to be used in the arbitration proceedings shall be English.”

6. Signatures

After enclosing sentence in memorandum of understanding, another important thing should be mentioned both parties are under assignment to make it legal in law. If the parties who made an agreement is a law court, under the signature usually mentioned name and position while undersigned the contract, it is also completed by the logo of the company which is placed beside signature. This part shows that the memorandum of understanding is signed by both parties represented by the rector of UDINUS and the CEO of UCI, then witnessed by director post graduate program of UDINUS and the director finance and operation of UCI.

SIGNED BY:
Dr. Edi Noersasongko, M.KOM
Rector
Dian Nuswantoro University
International

SIGNED BY:
Professor Ghauth Jasmon
CEO
Unity College

WHITNESSD BY:
Dr. Abdul Syukur
Director
Postgraduate Program
Dian Nuswantoro University

WITNESSED BY:
Mad Saidi
Director
Finance and Operation
Unity College International

4.3.3 Linguistics Features of second MOU between UDINUS and UCI.

4.3.3.1 Process found of second MOU between UDINUS and UCI.

Table 4.7 Process found in MOU between UDINUS and UCI.

No	Type of process	Total	%
----	-----------------	-------	---

1	Material	23	35.94%
2	Relational	28	43.75%
3	Mental	7	10.94%
4	Verbal	5	7.81%
5	Existential	1	1.56%
Total		64	100%

Processes are realized by verbs. Traditionally verbs have been defined as ‘doing words’. But as the above list indicates, some verbs are not doing words at all, but rather express states of being or having. In this analyze researcher found 5 type processes: material, relational, mental, verbal, and existential.

The researcher covers that relational process is the most dominant process in the business letters which occurs 28 times and the percentage is 43,75%. Relational process can be identified as a dominant process, because verb is indicated by process of being mostly.

1. **Material process**

There are 23 material processes found in MOU 2. The examples of material process.

- a. *Dian Nuswantoro University and Unity College International may **explore** areas for cooperation.*

The clause above shows a material process, it can be seen from the verb **explore**. It means that the material process constructs process of doing and

happening. The verb **explore** explains that both parties can explore an area for cooperation on academic development.

*b. Short courses **open** to the public and elective courses*

The clause above shows a material process, it can be seen from the verb **open**. It means that the material process constructs process of doing and happening. The verb **open** explains that the public and elective courses especially for undergraduate and postgraduate students of UCI and UDINUS can join the curriculum development such as professional development courses and short courses.

*c. It **will continue** for a period of three years*

The clause above shows a material process, it can be seen from the verb **will continue**. It means that the material process constructs process of doing and happening. The verb **will continue** explains that this MOU will continue for a period of three years.

2. Relational process

There are 28 relational processes found in MOU 2. The examples of relational process.

*a. This MOU **is intended** to establish a basis upon*

The clause above shows a relational process, it can be seen from the verb **is intended**. It means that the relational process involves of being and having. The verb **is intended** explains that this MOU is to establish a basis upon which Dian Nuswantoro University Unity college international may explore areas for cooperation on academic.

*b. Endeavors would **be** in the interest of both Parties, and of the academic and organizational management.*

The clause above shows a relational process. It can be seen from the verb **be**. It means that relational process involves of being and having. The verb **be** explains that the endeavors stand for the interest of both parties.

*c. The public and elective courses **meant** for undergraduate and postgraduate students of UCI and UDINUS.*

The clause above shows a relational process. It can be seen from the verb **meant**. It means that relational process involves of being and having. The verb **meant** explains that joint program UCI-UDINUS curriculum development is designed for undergraduate and postgraduate students of UCI and UDINUS.

3. Mental process

There are 7 mental processes found in MOU 2. The examples of mental process.

*a. The Parties **believe**.*

The clause above shows a mental process, it can be seen from the verb **believe**. This verb shows how people affect or feel something. In this clause, both parties have a good faith to join together for cooperation and each parties trust each other to explore cooperation on academic development.

*b. This regard, the Parties **agree** to discuss and explore the following objectives*

The example above shows mental process. It can be seen that parties produce a verb **agree**. This verb shows how people affect or feel something.

In this clause, both parties have a good to join together for discuss and explore cooperation on academic development.

4. Verbal process.

There are 5 verbal processes found in MOU 2. The examples of verbal process.

a. *Board of directors in relation to specific objectives **stated** below.*

The example above shows verbal process. It can be seen that parties produce a verb **stated**. This verb shows how people say something. In this clause, both parties explain that the MOU is intended to establish a basis upon.

b. *UCI hereby **appoints** Mad. Saidi Mad Saad*

The example above shows verbal process. It can be seen that parties produce a verb **appoints**. This verb shows how people say something. The verb **appoints** explains that the co-coordinate and oversee all discussion between the parties pursuant to this MOU.

5. Existential process.

There is 1 existential processes found in MOU 2. The example of existential process.

a. *And no such agreement shall **exist**.*

Existential process resembles process of existing which has a function which is to set up the existence of a sole participant. The verb above shows an existential process, it can be seen from the verb **exist**. In this clause, the

parties save for the confidentiality provisions and no such agreement shall exist.

4.3.3.2 Mood types found of second MOU between UDINUS and UCI.

Table 4.8 found mood type found of second MOU between UDINUS and UCI.

No	Mood Type	Total	%
1	Declarative	64	100%
2	Imperative	-	-
3	Interrogative	-	-
Total		64	100%

Mood in English is realized by the position in the clause of the subject and finite. Indicative mood is realized by the features subject+ finite. The order of the subject and finite realizes declarative and interrogative. The mood type of all the text is declarative mood because the clauses tell the prospective both parties to accept these agreements. Moreover, the structure of every sentence in this letter is always started by subject then followed by finite.

a. The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.

According to the statement above, both parties produce declarative mood. It can be seen that the party gives statement by saying. *The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.* It means both parties have dealt that the obligation of confidentiality of this MOU will

continue without limited time and both parties agreed to make agreement in this MOU. Declarative mood here uses simple future tense.

4.3.3.3 Tenses found of second MOU between UDINUS and UCI.

Table 4.9 Tenses found of second MOU between UDINUS and UCI.

No	Tenses	Total	%
1	Simple present tense	4	17,39%
2	Simple past tense	5	21,73%
3	Simple future tense	11	47,82%
4	Present continuous	2	8,69%
5	Present perfect	1	4.34%
Total		23	100%

The tense used in this text is simple future tense, simple past tense, simple present tense, present continuous tense.

The researcher covers that simple future tense is the most dominant tense in the business letters which occurs 11 times and the percentage is 47,82%. Simple future tense can be identified as a dominant tense, because it expresses will doing something in the future time and is used of what occurs or is plan at the time of speaking and of what is habitual or characteristic or is always or necessarily true, that is sometimes used to refer to will doing something in the past, and that is sometimes used for future events. Simple future tense can be seen from several verbs, which is use a [will] + [verb1]: shall be , will be, etc.

1. **Simple present tense** is expresses an unchanging, repeated, or reoccurring action or situation that exists only now. It can also represent a widespread truth with the simple form of the verb [am / is / are] + [verb].
 - a. *The parties now **wish** to enter into a series of discussions for the mutual benefit*
 - b. *This MOU **is intended** to establish a basis upon*
 - c. *Which UDINUS and UCI may **explore** areas for cooperation,*

2. **Simple past tense** is expresses an action or situation that was started and finished in the past. Most past tense verbs end in **-ed**. with the simple form of the verb [verb + ed].
 - a. *Dian Nuswanto University, a private University **registered** under the decree 2001*

3. **Simple future tense** is expresses an action or situation that will occur in the future. This tense is formed by using will/shall, with the simple form of the verb [will] + [verb1].
 - a. *Each party **will be** responsible for its own expenses during the discussion in connection with this MOU*
 - b. *Any action taken in reliance on the understanding expressed in this MOU **shall be** at the Parties own risk.*

4. **Present continuous tense** (also called the presents progressive tense) is commonly used in English from action happening right now. This tense is formed by subject + to be (is, am, are) + V ing + Complement.
 - b. *This **is not a binding** agreement.*

5. **Past perfect tense** is used to an unspecified time in the past, an action that started in the past, and a repeated past action which may occur again. The form is realized by using verb have / has + a past participle.
- a. *Parties **have negotiated, prepared and executed** a separate written agreement*

4.4 The discussion of third MOU between UDINUS and UTeM.

This Memorandum of Understanding (“MOU”) is dated on *november12th*,
2008

4.4.1 Social function of third MOU between UDINUS and UTeM.

The social function of the memorandum of understanding is to make an education cooperation and to improve understanding between their respective academic institutions. The parties hereby agree as follows; objective, areas of co-operation, financial arrangements, effect of memorandum of understanding, no agency, entry into effect and duration, notice between two parties, those are Universiti Teknikal Malaysia Melaka and Dian Nuswantoro University.

4.4.2 Schematic structure of Memorandum of Understanding 3.

The schematic structure of memorandum of understanding is: Title ^ Date of agreement^ Parties ^ Parties identity ^ Content ^ Signatures.

1. Title

The existence of title is important although does not include in a legal condition of memorandum of understanding, it shows the term or identity of memorandum of understanding. That is the reason why title is one of the important parts mentioned in written memorandum of understanding. Reading the title of memorandum of understanding, the kind of memorandum of understanding will be clearly identified.

This stage is seen from the sentence:

*MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITI TEKNIKAL MALAYSIA MELAKA
AND
DIAN NUSWANTORO UNIVERSITY*

2. Date of agreement

This part involves *day, date, month, and year* where the memorandum of understanding is made. The existence of this part brings an important meaning between both parties because it points the time when the memorandum of understanding is made. On Wednesday, November 12th 2008, it shows when the memorandum of understanding is made. Then, it shows that both parties agree to join of education and to improve understanding between their respective academic institutions. Furthermore, this part refers to the time when this memorandum of understanding is signed by both parties. This stage is seen from the sentence:

Date: November 12th, 2008

3. Parties

This part is an introduction or the beginning of a memorandum of understanding before entering to the content of memorandum of understanding. In the part of introduction, it explains the background of both parties. Moreover, it also shows the address of both parties in order to get a detail introduction among the parties.

The University Teknikal Malaysia Melaka (hereinafter referred to as "UTeM") An institution of higher learning established under the

universities and University Colleges Act 1971 whose address is at no.1 jalan TU 43, tasik utama, ayer keroh 75450 Melaka and shall include its lawful representatives and permitted assigns.

AND

Dian Nuswantoro University (hereinafter referred to as "UDINUS") a Private University registered under the decree of directorate general of higher education republic of Indonesia no.169/D/O/2001 and having its campus address at jalan nakula I No.5-11 Semarang Indonesia 50131 and shall include its lawful representatives and permitted assigns; (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

4. Parties identity

The beginning or introduction which involved information about both parties who act as the subject in a memorandum of understanding, the terms written in comparison involved: addressing, men's or women's, name, taxes subject who become parties in a memorandum of understanding, law statue or job position of the taxes subject, address of the taxes subject even in a law courts or personal, statue or position each subject in a memorandum of understanding being made. This stage is seen from the sentence:

WHEREAS

- A. UDINUS is specialized in the field of computer science, economics, languages and letters, health, and engineering.*
- B. Both parties are in agreement of co-operation and exchange and course computer, engineering and other disciplines as mutually agreed upon.*
- C. Both parties are in mutual agreement of working together to deepen the understanding of the economic, cultural and social environment of the respective institutions.*
- D. Both parties are in agreement that one of the purposes of co-operation is promote interest in the teaching and research*

activities of the respective institution and the project that shall be conducted is of mutual interest and benefit to both parties hereof.

5. Content

In a content of memorandum of understanding, here clausal or agreements which have been agreed together and arranged in a written language. The content of memorandum of understanding usually arranges by writing the article first, and then writes the sentences which stand to the content of the memorandum of understanding. "article" in a contract stand as part of a contract which consists of some sentences that describes every kind of condition and information being agreed. This should be concerned to ensure the legality of a memorandum of understanding. As a result there is a law guarantees and secures each other of subject contract. In this memorandum of understanding, the part of the content is divided into seven components of agreement that are conducted by both parties.

5.1 Objective

In the first agreement, both parties focus on objective. They agree that the Parties, subject to the term of this memorandum of understanding and the laws, rules, regulation and national promote from time to time in force in each Party's country, will endeavor to strengthen, promote and develop co-operation between the parties on the basis of equality and mutual benefit. It can be seen from the quotation below.

The Parties, subject to the term of this memorandum of understanding and the laws, rules, regulation and national promote from time to time in force in each Party's country, will endeavour to strengthen, promote and develop co-operation between the parties on the basis of equality and mutual benefit.

5.2 Areas co-operation

In the second agreement, both parties focus on areas for co-operation. They agree to exchange of staff and students in the course of academic development to address problems relating to the area computer science; to exchange of scientific materials, which are made available by both parties; to be Joint curriculum development toward double degree or joint degree meant for undergraduate & postgraduate students of UDINUS and UTeM, to collaborate in teaching and research in the areas of mutual interest to both parties, in which students may be included; to be the sponsorship of combined seminars, workshop, and other scientific meetings on matters of mutual interest, and to train programmes including degree and non-degree programmers. It can be seen from the quotation below.

UDINUS and UTeM agree that assistance shall be carried out through activities or programmes relating to, but not limited to:

- a. Exchange of staff and students in the course of academic development to address problems relating to the area computer science;*
- b. Exchange of scientific materials, which are made available by both parties;*
- c. Joint curriculum development toward double degree or joint degree meant for undergraduate & postgraduate students of UDINUS and UTeM.*
- d. Collaboration in teaching and research in the areas of mutual interest to both parties, in which students may be included;*
- e. Sponsorship of combined seminars, workshop, and other scientific meetings on matters of mutual interest, and*

f. Training programmes including degree and non-degree programmes.

For the purpose of implementing the co-operation in respect of any area stated in article II the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by Parties including clauses on “confidentiality “, ”suspension”, ”protection of intellectual property rights” and “settlement of dispute” as contained in this memorandum of understanding.

5.3 Financial arrangements

In the third agreement, both parties focus on financial arrangements. They agree that this memorandum of understanding will not give rise to any financial obligation by one Party to the other; moreover each Party will bear its own cost and expenses in relation to this memorandum of understanding. It can be seen from the quotation below.

- 1. This memorandum of understanding will not give rise to any financial obligation by one Party to the other.*
- 2. Each Party will bear its own cost and expenses in relation to this memorandum of understanding.*

5.4 Effect of MOU

In the fourth agreement, both parties focus on effect of memorandum of understanding. They agree that this memorandum of understanding serves only as a record of the Parties intentions and does not constitute and create, and is not intended to constitute or create, obligations under domestic or international law and will give not rise to any legal process and will not be deemed to constitute or create any legally binding of enforceable obligations, express or implied. It can be seen from the quotation below.

This memorandum of understanding serves only as a record of the Parties intentions and does not constitute and create, and is not intended to constitute or create obligations under domestic or international law and will give not rise to any legal process and will not be deemed to constitute or create any legally binding of enforceable obligations, express or implied.

5.5 No agency

In the fifth agreement, both parties focus on no agency. They agree that nothing contained herein is to be construed so as to be constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other. It can be seen from the quotation below.

Nothing contained herein is to be construed so as to be constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other

5.6 Eentry into effect and duration

In the sixth agreement, both parties focus on entry into effect and duration. They agree that this memorandum of understanding will come into effect into effect on the date of signing and will remain in effect for a period of five (5) years, and the agree that this memorandum of understanding may be extended for a further period as may be agreed in writing by the Parties. It can be seen from the quotation below.

- 1. This memorandum of understanding will come into effect into effect on the date of signing and will remain in effect for a period of **five (5)** years,*
- 2. This memorandum of understanding may be extended for a further period as may be agreed in writing by the Parties.*

5.7 Notice

In the seventh agreement, both parties focus on notice. They agree that notices under the MOU shall be in writing and be delivered by hand, by registered mail or by facsimile or by electronic mail to both parties. It can be seen from the quotation below.

Notices under the MOU shall be in writing and be delivered by hand, by registered mail or by facsimile or by electronic mail to the parties at the following address:

6. Signatures

After enclosing sentence in memorandum of understanding, another important thing should be mentioned both parties are under assignment to make it legal in law. If the parties who made an agreement is a law court, under the signature usually mentioned name and position while undersigned the contract, it is also completed by the logo of the company which is placed beside signature. This part shows that the memorandum of understanding is signed by both parties represented by the rector of UDINUS and the vice chancellor of UTeM, then witnessed by the chairman of Dian Nuswantoro foundation and the deputy vice chancellor academic and international of UTeM.

*DIAN NUSWANTORO
UNIVERSITY*

Signed by:

***DR. IR EDI NOERSASONGKO,
YUSSOF***

M.KOM

Vice Chancellor

*UNIVERSITI TEKNIKAL
MALAYSIA MELAKA*

Signed by:

PROF.DR. AHMAD

BIN HASSAN

Vice Chancellor

UTeM

Witnessed by:
TRI RUSTANTI, SE
*Chairman of Dian Nuswantoro
Foundation*

Witnessed by:
**DATO PROF.DR ABU BIN
ABDULLAH**
*Deputy Vice Chancellor
ACADEMIC AND*

INTERNATIONAL

4.4.3 Linguistics Features of third MOU between UDINUS and UTeM.

4.4.3.1 Process found of third MOU between UDINUS and UTeM.

Table 4.10 Process found of third MOU between UDINUS and UTeM.

No	Type of process	Total	%
1	Material	28	53,84%
2	Relational	20	38.46%
3	Mental	2	3,84%
4	Verbal	2	3,84%
Total		52	100%

Processes are realized by verbs. Traditionally verbs have been defined as ‘doing words’. But as the above list indicates, some verbs are not doing words at all, but rather express states of being or having. In this analyze researcher found 4 type processes: material, relational, mental, and verbal.

The researcher covers that relational process is the most dominant process in the business letters which occurs 28 times and the percentage is 53,84%. Material process can be identified as a dominant process, because verb is indicated by process of doing mostly.

4. Material process

There are 28 material processes found in MOU 3. The examples of material process.

*a. An institution of higher learning **established** under the universities and University Colleges act 1971*

The clause above shows a material process, it can be seen from the verb **established**. It means that the material process constructs process of doing and happening. The verb **established** explains that the University Teknikal Malaysia Melaka is an institution of higher learning and stands at no. 1 jalan TU 43, tasik utama, Melaka.

*b. The project that shall be **conducted** is of mutual interest and benefit to both parties hereof.*

The clause above shows a material process, it can be seen from the verb **conducted**. It means that the material process constructs process of doing and happening. The verb **conducted** explains that the project or the agreement should be done based on mutual interest and benefit to both parties.

5. Relational process

There are 20 relational processes found in MOU 3. The examples of relational process.

*a. And shall **include** its lawful representatives.*

The clause above shows a relational process, it can be seen from the verb **include**. It means that relational process involve states of being/having. In this clause, the University Teknikal Melaka has a lawful representatives and permitted assigns.

*b. Both parties **are** in mutual agreement.*

The clause above shows a relational process, it can be seen from the verb **are**. It means that relational process involve states of being/having. In this clause, the verb explains that both parties have a mutual agreement of working together to deepen the understanding of the economic, cultural and social environment of the respective institutions.

6. Mental process

There are 2 mental processes found in MOU 3. The examples of mental process .

*a. As mutually **agreed** upon by Parties.*

The example above shows mental process. It can be seen that parties produce a verb **agreed**. This verb shows how people affect or feel something. In this clause, the verb explains that both parties agree to legally binding agreement subject to terms and condition in this MOU.

*b. And will not be **deemed**.*

The example above shows mental process. It can be seen that parties produce a verb **deemed**. This verb shows how people affect or feel something. In this clause, the verb explains that this MOU serves only as a record of the parties intentions and doesn't constitute or create, and is not intended to constitute or create obligations under domestic or international law.

7. Verbal process

There are 2 verbal processes found in MOU 3. The examples of verbal process.

*a. Any area **stated** in article II.*

The clause above shows a verbal process it can be seen from the verb **stated**. It means that verbal process is a process of saying. In this clause, the verb explains that the purpose of implementing the co-operation of respect in any is discussed in article.

*b. And **permitted** assigns and Dian Nuswantoro University*

The clause above shows a verbal process it can be seen from the verb **permitted**. It means that verbal process is a process of saying. In this clause, the verb explains that both parties want to **permitted** the joint assigns and Dian Nuswantoro University this MOU.

4.4.3.2 Mood types found of third MOU between UDINUS and UTaM.

Table 4.11 Mood type found of third MOU between UDINUS and UTaM.

No	Mood Type	Total	%
1	Declarative	52	100%
2	Imperative	-	-
3	Interrogative	-	-
Total		52	100%

Mood in English is realized by the position in the clause of the subject and Finite. Indicative mood is realized by the features subject+ finite. The order of the subject and finite realizes declarative and interrogative. The mood type of all the text is declarative because the clauses tell the

prospective both parties to accept this agreement. Moreover, the structure of every sentence in this letter is always started by subject then followed by finite.

a. The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.

According to the statement above, both parties produce declarative mood. It can be seen that the party gives statement by saying. *The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.* It means both parties have dealt that the obligation of confidentiality of this MOU will continue without limited time and both parties agreed to make agreement in this MOU. Declarative mood here uses simple future tense.

4.4.3.3 Tenses found of third MOU between UDINUS and UTeM.

Table 4.12 Tenses found of third MOU between UDINUS and UTeM.

No	Tenses	Total	%
1	Simple present tense	3	16,66%
2	Simple past tense	3	16,66%
3	Simple future tense	11	61,11%
4	Present perfect	1	5,55%
Total		18	100%

The tense used in this text is simple present tense, simple past tense, simple future tense, present perfect

The researcher covers that simple future tense is the most dominant tense in the business letters which occurs 11 times and the percentage is

61,11%. Simple future tense can be identified as a dominant tense, because it expresses will doing something in the future time and is used of what occurs or is plan at the time of speaking and of what is habitual or characteristic or is always or necessarily true, that is sometimes used to refer to will doing something in the past, and that is sometimes used for future events. Simple future tense can be seen from several verbs, which is use a [will] + [verb1]: shall be , will be, etc.

1. **Simple present tense** is expresses an unchanging, repeated, or reoccurring action or situation that exists only now. It can also represent a widespread truth, with the simple form of the verb [am / is / are] + [verb]

*a. This memorandum of understanding **erves** only as a record of the Parties intentions and does not constitute and create*

2. **Simple past tense** is expresses an action or situation that was started and finished in the past. Most past tense verbs end in **-ed**. with the simple form of the verb [verb + ed].

*a. An institution of higher learning **established** under the universities..*

3. **Simple future tense** is expresses an action or situation that will occur in the future. This tense is formed by using will/shall, with the simple form of the verb [will] + [verb1].

*a. The parties **will** enter into a legally binding agreement subject to terms and conditions*

*b. This memorandum of understanding **will** not give rise to any financial obligation by one Party to the other.*

4. **Past perfect tense** is used to an unspecified time in the past, an action that started in the past, and a repeated past action which may occur again. The form is realized by using verb have / has + a past participle
 - a. *Both parties hereof **have reached** understanding as follows:*

4.5 The discussion of fourth MOU between UDINUS and CYCU.

This Memorandum of Understanding (“MOU”) is dated on June 8th, 2010

4.5.1 Social function of fourth MOU between UDINUS and CYCU.

The social function of the memorandum of understanding is to make an education cooperation and to improve understanding between their respective academic institutions. The parties hereby agree as follows; joint research activities, exchange of academic materials and academic publications, exchange of faculty members for research, lecturer, discussions, exchange of graduate and undergraduate students for study and research, linkage of website onto the sister university’s website to enhance information exchange between two parties, those are Chung Yuan Christian University and Dian Nuswantoro University.

4.5.2 Schematic structure of fourth MOU between UDINUS and CYCU.

The schematic structure of memorandum of understanding is: Title ^ Parties ^ Parties identity ^ Content ^ Signatures ^ Date of agreemen.

1. Title

The existence of title is important although does not include in a legal condition of memorandum of understanding, it shows the term or identity of memorandum of understanding. That is the reason why title is one of the important parts mentioned in written memorandum of understanding. Reading the title of memorandum of understanding, the kind of memorandum of understanding will be clearly identified. This stage is seen from the sentence:

MEMORANDUM of UNDERSTANDING
Between
DIAN NUSWANTORO UNIVERSITY
And
CHUNG YUAN CHRISTIAN UNIVERSITY

2. Parties

This part is an introduction or the beginning of a memorandum of understanding before entering to the content of memorandum of understanding. In the part of introduction, it explains the background of both parties. Moreover, it also shows the address of both parties in order to get a detail introduction among the parties.

In order to advance friendly relations between Indonesia and Taiwan, the Dian Nuswantoro University and Chung Yuan Christian University join in the following agreement on the promotion of education and academic exchanges between the two universities.

3. Parties identity

The beginning or introduction which involved information about both parties who act as the subject in a memorandum of understanding, the terms written in comparison involved: addressing, men's or women's, name, taxes subject who become parties in a memorandum of understanding, law statue or job position of the taxes subject, address of the taxes subject even in a law courts or personal, statue or position each subject in a memorandum of understanding being made. This stage is seen from the sentence:

Both institutions will make every reasonable effort to encourage direct contact and research cooperation between their faculty members, departments, and research institutes, to the extent that they are able, under provisions of this agreement and endeavors to cooperate in the

fields with which both parties are concerned.

4. Content

In a content of memorandum of understanding, here clausal or agreements which have been agreed together and arranged in a written language. The content of memorandum of understanding usually arranges by writing the article first, and then writes the sentences which stand to the content of the memorandum of understanding. "Article" in a contract stand as part of a memorandum of understanding which consists of some sentences that describes every kind of condition and information being agreed. This should be concerned to ensure the legality of a memorandum of understanding. As a result there is a law guarantees and secures each other of subject contract. In this memorandum of understanding, the part of the content is divided into seven components of agreement that are conducted by both parties. In this memorandum of understanding, the part of the content is divided into five components of agreement that are conducted by both parties.

4.1 Joint research activities.

In the first agreement, both parties agree to be Joint research activities. It can be seen from the quotation below.

1. Joint research activities.

4.2 Exchange of academic materials and academic publications

In the second agreement, both parties agree to exchange of

academic materials and academic publications. It can be seen from the quotation below.

2. *Exchange of academic materials and academic publications*

4.3 Exchange of faculty members for research, lecturer, discussion.

In the third agreement, both parties agree to exchange of faculty members for research, lecturer, and discussions. It can be seen from the quotation below.

3. *Exchange of faculty members for research, lecturer, discussions.*

4.4 Exchange of graduate and undergraduate students for study and research.

In the fourth agreement, both parties agree to exchange of graduate and undergraduate students for study and research. It can be seen from the quotation below.

4. *Exchange of graduate and undergraduate students for study and research.*

4.5 Linkage of website onto the sister university's website to enhance information exchange.

In the fifth agreement, both parties agree to linkage of website onto the sister university's website to enhance information exchange. It can be seen from the quotation below.

5. *Linkage of website onto the sister university's website to enhance information exchange.*

5. Signatures

After enclosing sentence in contract, another important thing should be mentioned both parties are under assignment to make it

legal in law. If the parties who made an agreement is a law court, under the signature usually mentioned name and position while undersigned the contract, it is also completed by the logo of the company which is placed beside signature. This part shows that the memorandum of understanding is signed by both parties represented by the rector of UDINUS and the president of Chung Yuan Christian University.

<i>Dian Nuswantoro University</i>	<i>Chung Yuan Christian</i>
<i>University</i>	
<i>Dr. Ir. Edi Noersasongko, M.Kom</i>	<i>Wan-Lee Cheng.Ph.D</i>
<i>Rector</i>	<i>President</i>

6. Date of agreement

This part involves *day, date, month, and year* where the memorandum of understanding is made. The existence of this part brings an important meaning between both parties because it points the time when the memorandum of understanding is made. On Tuesday, *Date: June 8, 2010*, it shows when the memorandum of understanding is made. Then, it shows that both parties agree to join of education and to improve understanding between their respective academic institutions. Furthermore, this part refers to the time when this memorandum of understanding is signed by both parties. This stage is seen from the sentence:

Date: June 8, 2010

4.5.3 Linguistics Features of fourth MOU between UDINUS and CYCU.

4.5.3.1 Process found of fourth MOU between UDINUS and CYCU.

Table 4.13 Process found fourth MOU between UDINUS and CYCU.

No	Type of process	Total	%
1	Material	9	56.25%
2	Relational	1	6.25%
3	Mental	5	31.25%
4	Verbal	1	6.25%
Total		16	100%

Processes are realized by verbs. Traditionally verbs have been defined as ‘doing words’. But as the above list indicates, some verbs are not doing words at all, but rather express states of being or having. In this analyze researcher found 4 type processes: material, relational, mental, and verbal.

The researcher covers that relational process is the most dominant process in the business letters which occurs 9 times and the percentage is 56.25%. Material process can be identified as a dominant process, because verb is indicated by process of doing mostly.

1. Material process

There are 9 material processes found in MOU 4. The examples of material process.

a. *In order to **advance** friendly relations between Indonesia and Taiwan.*

The clause above shows a material process, it can be seen from the verb **advance**. It means that the material process constructs process of doing and happening. The verb **advance** explains that Dian Nuswantoro University and Chung Yuan Christian University develop the friendly relationship between them by joining an agreement on the promotion of education and

academic exchanges between the two universities.

*b. Both institutions will **make** every reasonable effort.*

The clause above shows a material process, it can be seen from the verb **make**. It means that the material process constructs process of doing and happening. The verb **make** explains that both parties will encourage direct contact and research cooperation between their faculty members, departments, and research institutes.

*c. Endeavors to **cooperate** in the fields with which both parties are concerned.*

The clause above shows a material process, it can be seen from the verb **cooperate**. It means that the material process constructs process of doing and happening. The verb **cooperate** explains both parties are concerned the agreement.

2. Relational process

There is 1 relational processes found in MOU 4. The examples of relational process.

*a. This agreement will commence on **signing** date.*

The clause above shows a relational process, it can be seen from the verb **signing**. A relational process Involves states of being/having. In this clause, the verb explains that the implementation of this agreement will commence when this MOU is signed by the representatives of both parties. It signs the valid agreement.

3. Mental process

There are 5 mental processes found in MOU 4. The examples of mental

process.

*a. Which both parties are **concerned**.*

The clause above shows a mental process, it can be seen from the verb **concerned**. This verb shows how people affect or feel something. In this clause, the verb explain that both parties focus on encouraging direct contact and research cooperation between their faculty members, departments, and research institutes.

*b. Both universities **agree** on the following general form cooperation.*

The clause above shows a mental process, it can be seen from the verb **agree**. This verb shows how people affect or feel something. In this clause, the verb explain that both parties agree to join on the general forms of cooperation such as Joint research activities, exchange of academic materials and academic publications.

*c. Both universities **understand**.*

The clause above shows a mental process, it can be seen from the verb **understand**. This verb shows how people affect or feel something. In this clause, the verb explains that both parties know that all the financial arrangements should be negotiated.

4. Verbal process

There is 1verbal processes found in MOU 4. The examples of verbal process.

*a. The possibility and the terms of a renewal of the agreement will be **discussed** by the representatives.*

The example above shows verbal process. It can be seen that parties produce a verb **discussed**. This verb shows a process of saying. In this clause, the verb explains that the representatives of the two universities negotiate the possibility and the term of renewal of the agreement no less than six months.

4.5.3.2 Mood types of fourth MOU between UDINUS and CYCU.

Table 4.14 Mood type found of fourth MOU between UDINUS and CYCU.

No	Mood Type	Total	%
1	Declarative	16	100%
2	Imperative	-	-
3	Interrogative	-	-
Total		16	100%

Mood in English is realized by the position in the clause of the subject and finite. Indicative mood is realized by the features subject+ finite. The order of the subject and finite realizes declarative and interrogative. The mood type of all the text is declarative because the clauses tell the prospective both parties to accept this agreement. Moreover, the structure of every sentence in this letter is always started by subject then followed by finite.

a. The agreement will be discussed by the representatives of the two universities no less than six months prior to the natural termination of the current agreement.

According to the statement above, both parties produce declarative mood. It can be seen that the party gives statement by saying. *The agreement will be discussed by the representatives of the two universities no*

less than six months prior to the natural termination of the current agreement. It means both parties agree that the agreement in this MOU will be discussed joint program and both parties agreed to make agreement in this MOU. Declarative mood here uses simple future tense.

4.5.3.3 Tenses found of fourth MOU between UDINUS and CYCU.

Table 4.15 Tenses found of fourth MOU between UDINUS and CYCU.

No	Tenses	Total	%
1	Simple present tense	3	33,3%
2	Simple future tense	6	66,6%
Total		9	100%

The tense used in this text is simple present tense, and simple future tense

The researcher covers that simple future tense is the most dominant tense in the business letters which occurs 6 times and the percentage is 66,6%. Simple future tense can be identified as a dominant tense, because it expresses will doing something in the future time and is used of what occurs or is plan at the time of speaking and of what is habitual or characteristic or is always or necessarily true, that is sometimes used to refer to will doing something in the past, and that is sometimes used for future events. Simple future tense can be seen from several verbs, which is use a [will] + [verb1]: will , will be, etc.

1. Simple present tense is expresses an unchanging, repeated, or reoccurring action or situation that exists only now. It can also represent a widespread truth with the simple form of the verb [am / is / are] +

[verb]

- a. *Dian Nuswantoro University and Chung Yuan Christian University **joins** in the following agreement on the promotion.*
- b. *Both universities **understands** that all the financial arrangements should be negotiated and depend upon the availability of funds.*

2. Simple future tense is expresses an action or situation that will occur in the future. This tense is formed by using will/shall, with the simple form of the verb [will] + [verb1].

- a. *The implementation of this agreement **will** commence on signing date.*
- b. *The possibility and the terms of a renewal of the agreement **will** be discussed by the representatives.*
- c. *Both institutions **will** make every reasonable effort to encourage direct contact.*

4.6 The discussion of fifth MOU between UDINUS and UOM.

This Memorandum of Understanding (“MOU”) is dated on September 19th, 2011

4.6.1 Social function of fifth MOU between UDINUS and UOM.

The social function of the memorandum of understanding is to make an education cooperation and to improve understanding between their respective academic institution. The parties hereby agree as follows; scope and academic cooperation’s, financial arrangements, joint property, confidentiality, duration and termination, notice, and miscellaneous between two parties, those are University of Malaya and Dian Nuswantoro University.

4.6.2 Schematic structure of fifth MOU between UDINUS and UOM.

The schematic structure of memorandum of understanding is: Title ^ Parties ^ Parties identity ^ Content ^ Signatures ^ Date of agreemen.

1. Title

The existence of title is important although does not include in a legal condition of memorandum of understanding, it shows the term or identity of memorandum of understanding. That is the reason why title is one of the important parts mentioned in written memorandum of understanding. Reading the title of memorandum of understanding, the kind of memorandum of understanding will be clearly identified. This stage is seen from the sentence:

*A Memorandum of Understanding For Academic Cooperation
Between
University Of Malaya
And
Dian Nuswantoro University*

2. Parties

This part is an introduction or the beginning of a memorandum of understanding before entering to the content of memorandum of understanding. In the part of introduction, it explains the background of both parties. Moreover, it also shows the address of both parties in order to get a detail introduction among the parties.

Whereas the University Of Malaya, established under the laws of Malaysia and having an address at lembah pantai 50603 Kuala Lumpur, Malaysia (hereinafter referred to as "UM").

And

The Dian Nuswantoro University, a private University registered under the decree of directorate general of higher education republic of Indonesia no.169/D/O/2001 and having an address at jl. imam bonjol no.207 Semarang, Indonesia 50131

3. Parties identity

The beginning or introduction which involved information about both parties who act as the subject in a memorandum of understanding, the terms written in comparison involved: addressing, men's or women's, name, taxes subject who become parties in a contract, law statue or job position of the taxes subject, address of the taxes subject even in a law courts or personal, statue or position each subject in a memorandum of understanding being made. This stage is seen from the sentence:

Seeking to improve understanding between their respective academic institutions and to establish mutually beneficial collaborations benefiting their students, have agreed to sign this memorandum of understanding (hereinafter referred to as "MOU") as a first step toward achieving these shared goals.

4. Content

In a content of memorandum of understanding, here clausal or agreements which have been agreed together and arranged in a written language. The content of memorandum of understanding usually arranges by writing the article first, and then writes the sentences which stand to the content of the memorandum of understanding. "Article" in a contract stand as part of a contract which consists of some sentences that describes every kind of condition and information

being agreed. This should be concerned to ensure the legality of a memorandum of understanding. As a result there is a law guarantees and secures each other of subject contract. In this memorandum of understanding, the part of the content is divided into seven components of agreement that are conducted by both parties.

4.1 Scope and fields of academic cooperation.

In the first agreement, both parties concern about scope and fields of academic corporations. They agree to exchange student and academic and administrative staff, then to join research activities, to exchange publications, reports and other academic materials and information, and to share of other activities and programs in areas of mutual interest, where such sharing shall result in benefit to both parties. It can be seen from the quotation below.

- 1. The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but not limited to:*
 - a. Student and/or academic and administrative staff exchanges;*
 - b. Joint research activities;*
 - c. Exchange of publications, report and other academic materials and information; and*
 - d. Sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.*
- 2. It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MOU shall be that subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. Provided always the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.*
- 3. The parties agree to designate, on behalf of each institutions, a*

coordinator whose responsibility will be to supervise the execution of this MOU and to draw up a programmes or activities to be implemented under this MOU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for UM is the faculty of engineering and for UDINUS is the postgraduate program.

4.2 Financial arrangements

In the second agreement, both parties concern about financial arrangements. They agree to acknowledge that in the absence of any specific agreement in writing to the contrary each party will be responsible for its own costs and expenses in establishing and conducting programmers' and activities contemplated under this MOU. It can be seen from the quotation below.

- a. The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MOU, including without limitation its own costs and expenses in travel and accommodation.*

4.3 Joint property

In the third agreement, both parties concern about joint property. They agree any intellectual property rights arising from or in connection with any programme or activity under this MOU, and they agree acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MOU. It can be seen from the quotation below.

- a. The Parties agree that any intellectual property right arising from or in connection with any programme or activity under this MOU,*

through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.

- b. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MOU, unless otherwise mutually agreed upon in writing by the Parties.*

4.4 Confidentiality

In the fourth agreement, both parties concern about confidentiality.

They agree and undertake to keep confidential at all times any information or data that may be exchanged. It can be seen from the quotation below.

- a. The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MOU save where the same is already in public domain.*

4.5 Duration and termination

In the fifth agreement, both parties concern about duration and termination. They agree to take effect on and from the date of execution of this MOU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing and the agree terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination and the agree the provisions of this MOU or any other written agreement in respect of any on-going exchange programmed or any other form of cooperative activity under this MOU shall continue to apply until their completion unless both

Parties mutually agree in writing to the earlier termination of the programmed or cooperative activity. It can be seen from the quotation below.

- a. This MOU shall take effect on and from the date of execution of this MOU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.*
- b. Notwithstanding clause 5 (1) above, this MOU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.*
- c. Notwithstanding clause 5 (2) above, the provisions of this MOU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MOU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.*

4.6 Notice

In the sixth agreement, both parties concern about notice. They agree to require or permitted to be given pursuant to this MOU shall be in writing, in English and delivered personally or sent by registered. It can be seen from the quotation below.

- a. Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below:*
- b. If to UM: department of electrical engineering
faculty of engineering
University of Malaya
50603 Kuala Lumpur, Malaysia
attention: assoc. Prof. Dr. Faisal Rafiq
Muhammad Adikan
Fax no: +603-7969 5316*
- c. If to UDINUS: Dian Nuswantoro University*

*Jl. imam bonjol no. 207
Semarang, Indonesia 50131
attention: Dr. Kusni Ingsih
Fax no: +6224-3569684*

4.7 Miscellaneous

In the seventh agreement, both parties concern about miscellaneous. They agree to be modified, varied or amended at any time after due consultation and with the written agreement of both parties, and they agree to acknowledge that all visits or exchange of staff, students or administrator will be subject to compliance with the entry and visa regulations of Malaysia and Indonesia and with the respective party's requirements with respect to staff and students visits, and they agree to is not intended to be legally binding, it merely expresses the intentions and understanding of the parties which will form the basis any legally binding agreement to be drafted and executed in the future , and they agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party. It can be seen from the quotation below.

- a. This MOU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.*
- b. The Parties acknowledge that all visits or exchange of staff, students or administrator will be subject to compliance with the entry and visa regulations of Malaysia and Indonesia and with the respective Party's requirements with respect to staff and students visits.*
- c. This MOU is not intended to be legally binding, it merely expresses the intentions and understanding of the Parties which will form the basis any legally binding agreement to be drafted and executed in*

the future.

d. The Parties hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

6. Signature

After enclosing sentence in memorandum of understanding, another important thing should be mentioned both parties are under assignment to make it legal in law. If the parties who made an agreement is a law court, under the signature usually mentioned name and position while undersigned the contract, it is also completed by the logo of the company which is placed beside signature. This part shows that the memorandum of understanding is signed by both parties represented by the Rector of UDINUS and the Vice-Chancellor of University of Malaya.

<i>For and on behalf of</i>	<i>For and on behalf of</i>
UNIVERSITY OF MALAYA	DIAN NUSWANTORO UNIVERSITY
TAN SRI DR.GHAUTH JASMON	DR. IR. EDI NOERSASONGKO
<i>Vice-Chancellor</i>	<i>Rector</i>

6. Date of agreement

This part involves *day, date, month, and year* where the memorandum of understanding is made. The existence of this part brings an important meaning between both parties because it points the time when the memorandum of understanding is made. This stage is seen from the sentence:

Date: 19 September 2011

4.6.3 Linguistics Features of fifth MOU between UDINUS and UOM.

4.6.3.1 Process found of fifth MOU between UDINUS and UOM.

Table 4.16 Process found of fifth MOU between UDINUS and UOM.

No	Type of process	Total	%
1	Material	38	46,34%
2	Relational	25	30,48%
3	Mental	18	21,95%
4	Verbal	1	1,21%
Total		82	100%

Processes are realized by verbs. Traditionally verbs have been defined as ‘doing words’. But as the above list indicates, some verbs are not doing words at all, but rather express states of being or having. In this analyze researcher found 4 type of processes: material, relational, mental, and verbal.

The researcher covers that relational process is the most dominant process in the business letters which occurs 28 times and the percentage is 53,84%. Material process can be identified as a dominant process, because verb is indicated by process of doing mostly.

1. Material process

There are 38 material processes found in MOU 5. The examples of material process.

- a. *A university **established** under the laws of Malaysia and having an address at lembah pantai 50603 Kuala Lumpur, Malaysia.*

The clause above shows a material process, it can be seen from the verb ***established***. It means that the material process constructs process of doing and happening. The verb ***established*** explains that Dian Nuswantoro work under the degree of the directorate general of higher Education Republic of

Indonesia.

- b. *Dian Nuswantoro seeking to **improve** understanding between their respective academic institution.*

The clause above shows a material process, it can be seen from the verb **improve**. It means that the material process constructs process of doing and happening. The verb **improve** explains that both parties want to join understanding between their respective academic institution.

- c. *And to **establish** mutually beneficial collaborations.*

The clause above shows a material process, it can be seen from the verb **establish**. It means that the material process constructs process of doing and happening. The verbs establish explains that both parties want to achieve mutually beneficial collaborations benefiting their students.

2. **Relational process**

There are 25 relational processes found in MOU 5. The examples of relational process.

- a. *The coordinator for UM **is** the faculty of engineering*

The clause above shows a relational process, it can be seen from the verb **is**. It means that the relational process involves of being and having. The verb **is** explains that the faculty of engineering is the coordinator for UM that is in charge to draw up a programs or activities to be implemented under this MOU.

- b. *This MOU **including** without limitation its own costs and expenses in travel and accommodation.*

The clause above shows a relational process, it can be seen from the verb

including. It means that the relational process involves of being and having. The verb **including** explains that this MOU involves without limitation its own costs and expense in travel and accommodation.

3. Mental process

There are 18 mental processes found in MOU 5. The examples of mental process.

a. *The Parties **agree** to designate, on behalf of each institutions.*

The clause above shows a mental process, it can be seen from the verb **agree**. This verb shows how people affect or feel something. In this clause, the verb explains that both parties want to draw up a programs or activities, specific provisions, details of funding, and budget requirements.

4. Verbal process.

There is 1 verbal processes found in MOU 5. The examples of verbal process.

a. *Data that may be exchanged, acquire or **shared** in connection with any programs or activity*

The example above shows verbal process. It can be seen that parties produce a verb **shared**. This verb shows a process of saying. In this clause, the verb **shared** tells that any information of agreement under this MOU can be addressed where the same is already in public domain.

4.6.3.2 Mood types found of fifth MOU between UDINUS and UOM.

Table 4.17 Mood types found of fifth MOU between UDINUS and UOM.

No	Mood Type	Total	%
1	Declarative	82	100%

2	Imperative	-	-
3	Interrogative	-	-
	Total	82	100%

Mood in English is realized by the position in the clause of the subject and Finite. Indicative mood is realized by the features subject+ finite. The order of the subject and finite realizes declarative and interrogative. The mood type of all the text is declarative because the clauses tell the prospective both parties to accept this agreement. Moreover, the structure of every sentence in this letter is always started by subject then followed by finite.

a. *The Parties hereby **agree** to implement within the framework of the rules*

According to the statement above, both parties produce declarative mood. It can be seen that the party gives statement by saying. *The Parties hereby agree to implement within the framework of the rules.* It means both parties agree to apply the agreement within the framework of the rules in this MOU. Declarative mood here uses simple future tense.

4.6.3.3 Tenses found of fifth MOU between UDINUS and UOM.

Table 4.18 Tenses found of fifth MOU between UDINUS and UOM.

No	Tenses	Total	%
1	Simple present tense	10	40%
2	Simple past tense	2	8%
3	Simple future tense	11	44%
4	Present perfect	2	8%
	Total	25	100%

The tense used in this text is simple future tense, simple past tense,

simple present tense, present continuous tense.

The researcher covers that simple future tense is the most dominant tense in the business letters which occurs 11 times and the percentage is 44%. Simple future tense can be identified as a dominant tense, because it expresses will doing something in the future time and is used of what occurs or is plan at the time of speaking and of what is habitual or characteristic or is always or necessarily true, that is sometimes used to refer to will doing something in the past, and that is sometimes used for future events. Simple future tense can be seen from several verbs, which is use a [will] + [verb1]: shall be , will be, etc.

1. **Simple present tense** is expresses an unchanging, repeated, or reoccurring action or situation that exists only now. It can also represent a widespread truth. With the simple form of the verb [am / is / are] + [verb]

*a. it merely **expresses** the intentions and understanding of the Parties*
*b. This MOU is **not intended** to be legally binding,*

2. **Simple past tense** is expresses an action or situation that was started and finished in the past. Most past tense verbs end in **-ed**. with the simple form of the verb [verb + ed].

*a. Whereas the **University Of Malaya, established** under the laws of Malaysia and having an address at lembah pantai 50603 kuala lumpur, Malaysia (hereinafter referred to as "UM").*
*b. Unless otherwise mutually **agreed** upon in writing by the Parties.*

3. **Simple future tense** is expresses an action or situation that will occur in the future. This tense is formed by using will/shall, with the simple form

of the verb [will] + [verb1].

- a. *A coordinator whose responsibility **will** be to supervise the execution of this MOU.*
- b. *Both Parties **shall** acknowledge one another in any form of writing.*

4. **Past perfect tense** is used to an unspecified time in the past, an action that started in the past, and a repeated past action which may occur again. The form is realized by using verb have / has + a past participle.

- a. *Their students **have agreed** to sign this memorandum of understanding.*

CHAPTER V

CONCLUSION AND SUGGESTION

This chapter discusses the conclusion of the data analysis in chapter IV, and suggestion related to this research. Furthermore, this research discuss about genre on memorandum of understanding made by Dian Nuswantoro University Semarang during 2007 – 2011. This research has three objectives: to describe social function, schematic structure and linguistic features of discourse.

5.1 Conclusion

1. The social function on memorandum of understanding is to inform and to describe an agreement between parties with several terms conditions and. The difference lies only on the scope of the program.
2. The schematic structure on memorandum of understanding found in UDINUS the same that is Title ^ Date of agreement ^ Parties ^ Parties identity ^ Content ^ Signatures.

The process that occurs in the texts is material process, mental process, verbal process, relational process and existential process. Material and relational processes are the dominant process because the process describes the action of doing and being. It expresses the notion that some entity physically does something- which may be done to some other entity. The tenses that occur in the texts are: simple future tense, simple present tense, simple past tense, present continuous tense, and present perfect tense. Simple future tense dominates the occurrence in the texts, because the MOU'S show the agreement in the future.

All of the clauses use declarative mood type, because the all clauses state something.

5.2 Suggestion

The researcher realizes that the thesis has not been fully proved in the real applications. Therefore, for the next researchers who are interested in English, they should take the following accounts:

3. The researcher chooses the study about genre because it becomes an important requirement for joint study like double degree, twining program, exchange study, staff exchange, and sabbatical training for staff member.
4. The researcher hopes this research will motivate the researcher himself on English language
5. Finally it is hoped that the study of genre will be useful for the readers who are interested in English mastery, especially in English genre of any written text.

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