MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI ISLAM ANTARABANGSA SULTAN ABDUL HALIM MU'ADZAM SHAH, KEDAH, MALAYSIA ("UniSHAMS")

AND

INSTITUT AGAMA ISLAM NEGERI PURWOKERTO, INDONESIA ("IAIN PURWOKERTO")
THIS MEMORANDUM OF UNDERSTANDING is made on the ........................................... 2019

BETWEEN

UNIVERSITI ISLAM ANTARABANGSA SULTAN ABDUL HALIM MU'ADZAM SHAH is a private institution of higher learning established under the Private Higher Educational Institutions Act 1996 [Act 555], whose address is at Lot 3449, Kuala Ketil, 09300 Baling, Kedah Darul Aman, Malaysia and shall include its lawful representatives and permitted assigns (hereinafter referred to as “UniSHAMS”) of the first part;

AND

INSTITUT AGAMA ISLAM NEGERI PURWOKERTO is an Islamic University located in Jln. Jendral Ahmad Yani, No. 40-A, Purwokerto, Jawa Tengah 53126, Indonesia and shall include its lawful representatives and permitted assigns (hereinafter referred to as “IAIN Purwokerto”) of the second part;

UniSHAMS and IAIN Purwokerto hereinafter referred to individually as “the Party” and collectively as “the Parties”.

WHEREAS

A. UniSHAMS is an established private university based in Kedah; SETARA Rated Tier-4 and providing programs of higher education in various fields which include but not limited to Islamic studies and professional courses which assimilates Syariah principles, from Diploma level to the highest degree at PhD level. UniSHAMS strives to enhance and strengthen its commitment to producing global leaders of tomorrow, and has taken various initiatives to complement its educational excellences. For this purpose, UniSHAMS has entered into various collaborative arrangements with other parties to enhance quality education and research.

B. IAIN Purwokerto is a State Islamic Institute of Purwokerto or IAIN Purwokerto is one of the state institutes in Purwokerto City, Indonesia. This institute is under the coordinator of the Ministry of Religion of the Republic of Indonesia which organizes undergraduate level education S.1 and Master S.2. The location of the IAIN Purwokerto campus is on Jalan Ahmad Yani No. 40A, Purwokerto, Indonesia.
C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties on the terms as contained herein.

BOTH PARTIES HEREBY REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies in force from time to time 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.

ARTICLE II
AREAS OF CO-OPERATION

2.1 The Parties shall mutually provide all possible reciprocal facilities available on their respective campus to establish a joint mechanism for the support of faculties, students, staff academic development, program for educational collaboration between both institutions and cultural affiliation as delineated under this Memorandum of Understanding.

2.2 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:-

(a) to promote individual contacts among scholars, students and personnel of both institutions;
(b) to develop and to encourage joint research, publications, seminars, conferences, workshops, training activities and to also assist each other in obtaining external funding from outside sources;
(c) to support the exchange of academic staff and materials;
(d) students and staff mobility programmes;
(e) organizing joint in-house training and workshop, conference, seminars and other scientific meetings for academic theory building and development; and
(f) any other areas of co-operation which may be mutually agreed upon by the Parties.
ARTICLE III
FINANCIAL ARRANGEMENTS

3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to other. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

3.2 Financial and/or funding considerations shall become the subject of specific discussion and agreement within the framework of a separate implementation agreement. No financial commitment whatsoever, on the part of the signatory to this Memorandum of Understanding, is intended or implied.

ARTICLE IV
NON-BINDING NATURE OF THE MEMORANDUM OF UNDERSTANDING

Notwithstanding the statements and obligations herein contained, it is understood by the Parties that this Memorandum of Understanding is intended only to reflect the desire of the Parties to work towards the matters herein contained and is not intended to create a legal relationship between the Parties under domestic or international laws and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorized representatives of UniSHAMS and IAIN Purwokerto. Save for the breach of Article 8 on Confidentiality herein, this Memorandum of Understanding will not give rise to any legal process between the Parties.

ARTICLE V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.
ARTICLE VI
ENTRY INTO EFFECT AND DURATION

6.1 This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **FIVE (5) YEARS** (hereinafter referred to as "the Term").

6.2 This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties. For avoidance of doubt, unless the Term is extended or renewed, this Memorandum of Understanding shall automatically lapse and shall be of no further effect and neither Party shall have any further claims against the other thereafter save for the survival of Article 8 on Confidentiality.

6.3 Either Party may terminate or withdraw from this Memorandum of Understanding for any reason whatsoever upon giving **ONE (1) MONTH's** written notice to the other Party of its intention to terminate or withdraw from this Memorandum of Understanding. Notwithstanding the expiry or the earlier termination of this Memorandum of Understanding, the obligations of the Parties in Article 8 herein shall survive and remain binding on the Parties for a period of **FIVE (5) YEARS** from the expiry or the earlier termination of this Memorandum of Understanding (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in sub-article 6.4 herein.

6.4 Notwithstanding sub-article 6.1 above, if either of the Party commits any breach of obligation and fails within **ONE (1) MONTH** of written notice to remedy the breach, the other Party may terminate this Memorandum of Understanding immediately by giving a notice in writing to the defaulting Party to terminate this Memorandum of Understanding.

6.5 Upon termination of this Memorandum of Understanding, neither Party shall be liable to the other Party in respect of any claims, damages, costs or expenses of any nature except for those rights arising from Article 8 on Confidentiality.

6.6 This Memorandum of Understanding may be renewed upon the mutual agreement of both Parties.
ARTICLE VII
NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UniSHAMS or IAIN Purwokerto, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To UniSHAMS: Office of the Vice Chancellor
Universiti Islam Antarabangsa Sultan Abdul Halim Mu’adzam Shah
Lot 3449,
Kuala Ketil,
09300 Baling,
Kedah Darul Aman,
Malaysia.
Attn : Vice Chancellor of UniSHAMS
Email : nc@unishams.edu.my
Tel. No. : +604-4155002
Fax No. : +604-4155050

To IAIN Purwokerto : Office of the Rector
Institut Agama Islam Negeri Purwokerto
Jln. Jendral Ahmad Yani, No. 40-A, Purwokerto, Jawa Tengah
53126, Indonesia
Attn : Rector of IAIN Purwokerto
Email : www.iainpurwokerto.ac.id
Tel. No. : 0281-635624
Fax No. : 0281-636553

ARTICLE VIII
CONFIDENTIALITY

8.1 Neither Party shall at any time publish or, disclose to any third party the contents of this Memorandum of Understanding or any Confidential Information of the other Party acquired pursuant to this Memorandum of Understanding without the written consent of the other Party.

8.2 For the purpose of this Memorandum of Understanding, “Confidential Information” means any and all technical and non-technical information including patent, copyright,
8.3 The Parties shall keep secret all related Confidential Information or future plans of the Parties made available under or in connection with this Memorandum of Understanding or its implementation and shall not use or disclose any such Confidential Information or future plans, except:-

(i) where the use or disclosure of the Confidential Information is approved for release by the Party which disclosed the Confidential Information in the first place;

(ii) where the Confidential Information was already in the public domain or becomes so through no fault of the Party receiving the Confidential Information;

(iii) as is strictly necessary for the implementation of this Memorandum of Understanding on a "need-to-know" basis under an obligation of confidentiality to its employees, agents, consultants, legal counsel, accountants, banks and other financing sources and their advisors with prior consent of the Party whose information is being disclosed; or

(iv) as required under law, an order of court of competent jurisdiction or requirement of a governmental or regulatory authority.

8.4 The Parties hereby covenant and agree to keep confidential the Confidential Information and accordingly restrict the dissemination, circulation and supply of the
Confidential Information or any part thereof only to the Parties' directors, employees or agents (hereinafter collectively referred to as "the Representatives") who are directly involved in and require the whole or any part of the Confidential Information to accomplish the purpose for which the same has been disclosed.

8.5 The Parties also shall take all steps to ensure and procure that none of the Representatives will do any act, matter or thing which, if done by one of the Party and/or the Representatives, would constitute a breach of the obligations of the Party under the terms of this Memorandum of Understanding and shall take all reasonable actions as are required to prevent unauthorized use or disclosure of and to protect the confidentially of the Confidential Information.

8.6 All obligations of Confidentiality under this Article shall survive the termination of this Memorandum of Understanding.

ARTICLE IX
VARIATION

9.1 The terms stipulated in this Memorandum of Understanding shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties, and once amended the amendment shall become part of this Memorandum of Understanding.

9.2 No amendments, alterations, changes and modifications to this Memorandum of Understanding nor any waiver of any of the terms hereof, shall be valid unless made in writing and signed by the authorized representative(s) of the Parties hereto.

ARTICLE X
DISPUTE RESOLUTION

10.1 The Parties recognize that it is impractical to make provisions for every contingency that may arise in the course of performance of the provisions hereof and accordingly declare their intentions that this Memorandum of Understanding shall operate between them with fairness and without detriment to the interest of the Parties and the Parties covenant and agree that best efforts shall be used to ensure full effect be given to the terms of this Memorandum of Understanding in the spirit in which it was agreed.
10.2 The Parties agree that all disputes arising pursuant to this Memorandum of Understanding shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit of the Parties without reference to any third party or, local or international tribunal.

ARTICLE XI

ASSIGNMENT

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

ARTICLE XII

NAME, OFFICIAL EMBLEM AND LOGO

12.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

12.2 Any use of the Brand Materials for the purposes stated in sub-article 12.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

ARTICLE XIII

E-COMMUNICATION

The Parties acknowledge and agree that electronic communication is an acceptable method of correspondence and communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.
ARTICLE XIV
MUTUAL COOPERATION AND RELATIONSHIP

14.1 The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Memorandum of Understanding in accordance with the spirit of close cooperation and mutual assistance.

14.2 Each Party shall use its best endeavours to:

(a) furnish to the other Party all such information that shall be reasonably required by the other Party towards achieving the purpose and objective of this Memorandum of Understanding;

(b) keep the other Party duly informed of any matter that may come to its concerning the matters contemplated under this Memorandum of Understanding;

(c) make available all and any relevant expertise, experience and/or knowledge to ensure the efficient and effective preparation, development and the carrying out the objectives of this Memorandum of Understanding; and

(d) provide assistance where possible to each other to overcome any actual or anticipated difficulties, procedural or otherwise for the purpose of carrying out the objective of this Memorandum of Understanding.

ARTICLE XV
GOOD FAITH

15.1 The Parties hereby agree to:

(i) negotiate, co-operate and act in good faith, fairness and equity as between each other;

(ii) put all reasonable efforts to achieve the purpose and objective of this Memorandum of Understanding as well as to implement the terms herein and further agreements and actions contemplated herein; and
(iii) at all times use their best endeavours to achieve, for their common benefit, the objectives and intention envisaged in this Memorandum of Understanding.

**ARTICLE XVI**

**DISCLAIMER**

Each Party shall be solely responsible for its own acts and omissions (and the acts and omissions of its directors, employees, consultants and other agents) and no Party shall have the authority nor shall it purport to act for, or legally bind, the other Party in a transaction with a third party except as authorised in writing by the Parties.

The foregoing record represents the understandings reached between **UNIVERSITI ISLAM ANTARABANGSA SULTAN ABDUL HALIM MU'ADZAM SHAH, KEDAH, MALAYSIA** and **INSTITUT AGAMA ISLAM NEGERI PURWOKERTO, JAWA TENGAH, INDONESIA** upon the matters referred to therein.

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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, hereunto have executed this Memorandum of Understanding on the year and date first above written and have signed this Memorandum of Understanding in duplicates in TWO (2) original texts, each in the English language, all texts being equally authentic.

SIGNED BY
for and on behalf of
UNIVERSITI ISLAM ANTARABANGSA SULTAN
ABDUL HALIM MU’ADZAM SHAH

PROF. DR. MOHAMAD BIN ABDUL HALIM
Deputy Vice Chancellor
(Academic and International Affairs)
UniSHAMS

In the presence of:

DR. MUKHAMAD HADI MUSOLIN SUBAGIO
Director of
Postgraduate And Research Management Centre
UniSHAMS

SIGNED BY
for and on behalf of
INSTITUT AGAMA ISLAM NEGGERI
PURWOKERTO

DR. FAUZI M.Ag
Vice Rector
IAIN Purwokerto

In the presence of:

Name: DR. ANSORI, M.Ag
Designation:
IAIN Purwokerto