



MEMORANDUM OF UNDERSTANDING

BETWEEN

INSTITUT AGAMA ISLAM NEGERI (IAIN)
MANADO
INDONESIA



AND

KOLEJ UNIVERSITI ISLAM PAHANG SULTAN AHMAD SHAH (KUIPSAS)
MALAYSIA

THIS IS MEMORANDUM OF UNDERSTANDING is made on the 28th Thursday of March 2019, between IAIN MANADO, an institution of higher education under the Ministry of Religious Affairs (hereinafter referred to as "IAIN MANADO"), having its address at Dr. S. H. Sarundajang street Ringroad I Manado North Sulawesi 95129 and will include its lawful representatives and permitted assigns on the part;

AND

Kolej Universiti Islam Pahang Sultan Ahmad Shah, an institute of higher learning incorporated pursuant to Kolej Universiti Islam Pahang Sultan Ahmad Shah Order, 2018 and having its address at 25150 Kuantan, Pahang (Hereinafter referred to as "KUIPSAS") and will include its lawful representatives and permitted assigns of the other part;

(Hereinafter referred to singularly at "the Participant" and collectively as "the Participants")

WHERE AS

The Participants are desirous of entering into this Memorandum of Understanding (Hereinafter referred to as "MOU") to declare their respective intentions and to establish a basis of direct cooperation and collaboration in the fields of research, education and training programs of mutual interest, between the participants upon the provisions as contained herein.

THE PARTICIPANTS HAVE REACHED the following understandings:

PARAGRAPH 1

OBJECTIVE

The participants, subject to the provisions of this MOU and the laws, rules, regulations and national policies from time to time in force in each Participant's country, will endeavour to establish, promote and develop direct cooperation and collaboration to enhance the standard and quality of educational provisions particularly in the field of research, education and training programs of mutual interest.

PARAGRAPH 2

AREAS OF COOPERATION

2.1 Each Participant will, subject to the laws, rules, regulation and national policies from time to time in forces, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:

2.1.1 Exchange of Students

2.1.1.1 Students of one Participant may be accepted by the other Participant for admission to undertake postgraduate studies if they meet the specified admission requirements and may also be accepted to undergo work attachment programme in the host country if such program of studies includes that particular component.

2.1.1.2 Undergraduate students of Participant may be accepted by the other Participant for admission to undertake some courses as non-Graduating students ("Study Abroad Programme") in the host country if such program of studies includes that particular component.

2.1.2 Join Research and Development Project

The Participants will jointly initiate the research and development projects of mutual interest. Both Participants will act as a partner of co-researcher in all research proposal submitted by either Participant.

The Participant which initiates a research and development project in a field of likely interest to the other Participant will, wherever possible, invite staff of the latter Participant to participate in the project on such provisions to be decided upon mutually in writing between Participants.

2.1.3 Join Education Programs

Participants will endeavour to provide joint education programs of mutual interest which offer degree and/or non-degree programs on such provisions to be decided upon mutually in writing the Participants.

PARAGRAPH 3

EXCHANGE PROCEDURE

3.1 The procedures to be followed in establishing any exchange scheme or programme or any form of cooperative work under this MOU will be follows:

- 3.1.1 Proposals for any form of cooperative work which falls under the scope and fields of academic link and cooperation provided in this MOU will be submitted through liaison officers designated by both Participants;
- 3.1.2 The names of the liaison officers designated by both Participants will be made known to each other in writing time to time.
- 3.1.3 The liaison officers will be jointly decide on any proposals for any form of cooperative work, provided that the final approval for any exchange scheme, programme of any form of cooperative work under this MOU will be decided and confirmed in writing under the signatures of both Rectors.
- 3.1.4 The liaison officer who will prepare and supervise the program to be implemented and present a joint annual report about the activities of this MOU to both participants.
- 3.1.5 The scope, term and conditions of any approved exchange scheme, programme or any form of cooperative work will be provided in an addendum to this MOU as and when the need arises
- 3.1.6 The exchange of staff, students, or teaching, research and library materials need not be reciprocal simultaneously

PARAGRAPH 4

FINANCIAL ARRANGEMENTS

- 4.1 This MOU will not give rise to any financial obligation by one participant to the other.
- 4.2 Except as otherwise set out in this MOU, each participant will bear its own cost and expenses in relation to this MOU
- 4.3 The financial arrangements in establishing any exchange scheme or program or any form of cooperative work under this MOU will be based on the following principles:
 - 4.3.1 Charges for all activities will, where appropriate, be based on cost recovery as far as possible;
 - 4.3.2 Where it is not possible to follow the principle mentioned in paragraph 4.3.1 above in specific cases, commitment to funding or any activity will be decided upon by discussion and in writing on a case by case basis;
 - 4.3.3 Expenses to be incurred or arising from any exchange scheme or program or any form of cooperative work under this MOU such as advisory visits and staff attachments, will be negotiated and decided upon mutually in writing and by the signature of both rectors.

PARAGRAPH 5

EFFECT OF MOU

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

PARAGRAPH 6

AMANDEMENTS

- 6.1 Either participant may request in writing an amendment or modification of all or any part of this MOU.
- 6.2 Any amendment or modification which has been decided to by both participants will be reduced into writing and will form part of this MOU.
- 6.3 Such amendment or modification will come into effect on such date as may be determined by the participants.
- 6.4 Any amendment or modification will not prejudice the rights and obligations arising from or based on this MOU prior or up to the date of such revision, modification or amendment.

PARAGRAPH 7

SUSPENSION

Each participant reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension will take effect immediately after notification has been given to the other participant through diplomatic channels.

PARAGRAPH 8

ENTRY INTO EFFECT, DURATION AND TERMINATION

- 8.1 This MOU will come into effect in the date of signing and will remain in effect for a period of five (5) years.
- 8.2 This MOU may be extended for further period as may be agreed in writing by the participants.
- 8.3 Each participant may terminate this MOU by giving the other participant at least three (3) months written notice of that intention.
- 8.4 Notwithstanding of paragraph 8.3 above, the provisions of this MOU or any other written agreements in respect of any on-going exchange scheme, programme or any form of cooperative work under this MOU will continue to apply until their completion unless both participants mutually decide in writing to the earlier termination of the scheme, programme or cooperative work.

PARAGRAPH 9

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the participants and with other international agreement signed by both participants.
- 9.2 The use of the name, logo and/or official emblem of any of the participants on any publication, document and/or paper is prohibited without the prior written approval of either participant.
- 9.3 Notwithstanding anything in paragraph 9.1 above, the intellectual property rights in respect of any technological development and any products and services development, carried out:
- 9.3.1. Jointly by the participants or research results obtained through the joint activity effort of the participants, will be jointly owned by the participants in accordance with the provisions to be mutually decided upon; and
- 9.3.2. Solely and separately by the Participants or the research results obtained through the sole and separate effort of the participant, will be solely owned by the participant concerned.

PARAGRAPH 10
CONFIDENTIALITY

- 10.1 Each participant will be observe to confidentiality and secrecy of documents, information and other data received from supplied to, the other participant during the period of the implementation of this MOU or any other agreements made pursuant to this MOU
- 10.2 For purposes of Paragraph 10.1 above, such documents, information and data include any documents, information and data which is disclosed by participant (the Disclosing Participant) to the other participant (the receiving participant) prior to, or after, the execution of this MOU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the receiving participant or if orally given, is given in the circumstances of confidence.
- 10.3 Both participants agree that the provisions of this paragraph 10 will continue to have effect between the participants notwithstanding the termination of this MOU.

PARAGRAPH 11
NO AGENCY

Nothing contained herein is to be constituted a joint venture partnership or formal business organization of any kind between the participants or so to constitute either participant as the agent of the other.

PARAGRAPH 12
SETTLEMENT OF DISPUTE

Any difference or dispute between the participants concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU will be settled amicably through mutual consultation and/or negotiations between the participant through diplomatic channels, without reference to any third parties or international tribunal.

PARAGRAPH 13
NOTICES

Any communication under this MOU will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of IAIN MANADO or KUIPSAS, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either participant may have notified the sender and will, 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 IAIN MANADO

: IAIN MANADO

Jl. Dr. S. H. Sarundajang Kawasan Ringroad 1 Kota
Manado 95129

To KUIPSAS

: Kolej Universiti Islam Pahang Sultan Ahmad Shah
25150 Kuantan, Pahang

The foregoing record represent the understandings reached between IAIN MANADO and KUIPSAS upon the matter referred to therein.

SIGNED IN DUPLICATE at IAIN MANADO on this Date Day Month in this year of 2019 in the English Language by the authorised signatories on behalf of the participants.

For and on behalf of
IAIN MANADO, INDONESIA



Rukminah
Dr. Rukminah Gonibala, M.Si.
Acting Rector
Dated: 28th March 2019

For and on behalf of
KOLEJ UNIVERSITI ISLAM PAHANG SULTAN AHMAD
SHAH, MALAYSIA

Zainal
B/P: *Zainal*
Dato' Haji Yahya Zainal Abidin
Rector
Dated: 28th March 2019