



This Memorandum of Understanding (hereinafter referred to as “**MoU**”) is made on2023;

BETWEEN

UNIVERSITI MALAYSIA SARAWAK (hereinafter referred to as “**UNIMAS**”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at **UNIVERSITI MALAYSIA SARAWAK, 94300 KOTA SAMARAHAN, SARAWAK, MALAYSIA** and shall include its legal representatives and permitted assigns, of the first part:

AND

INSTITUT AGAMA ISLAM NEGERI CURUP (hereinafter referred to as “**IAIN CURUP**”), an institution of higher education established under the Ministry of Religious Affairs of The Republic of Indonesia whose address is at **JL. DR. AK GANI NO. 01, CURUP, DUSUN CURUP, KEC. CURUP UTARA, KABUPATEN REJANG LEBONG, BENGKULU 39119, INDONESIA** and shall include its lawful representatives and permitted assigns, of the second part;

UNIMAS and **IAIN CURUP** hereinafter referred to singularly as “**the Party**” and collectively as “**Parties**”.



WHEREAS: -

- A. UNIMAS** is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence. UNIMAS has entered into various collaborative arrangements with other parties to enhance research, consultancy and academia. For the purpose of this MoU, UNIMAS is represented by **UNIMAS Global**.
- B. IAIN CURUP** is an established public university in Indonesia situated in the city of Curup located in Bengkulu Province. IAIN Curup strives to enhance its Tri Dharma philosophy which subsumes the fields of teaching, research, and community services in order to be able to compete nationally and internationally.
- C.** The Parties are desirous of entering into MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THEREFORE the Parties hereby have reached an understanding as follows: -

CLAUSE 1

OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop academic staff and researchers to exchange research collaboration and co-operation between the Parties on the basis of equality and mutual benefits.



CLAUSE 2

GENERAL AREAS OF CO-OPERATION

- 2.1 Engagements shall be carried out, between UNIMAS and IAIN CURUP through such activities or programmes which include but not limited to:
- a. Exchange programs for students, lecturers, researchers to conduct joint research, teaching and support continuing education;
 - b. Collaborate in organizing joint research, traineeships, inspection and communication programmes for students and graduates;
 - c. Co-operate in international, seminars, conferences, and local organization survey; and
 - d. Any other areas of co-operation to be mutually agreed upon by the Parties.
- 2.2 The terms of such mutual assistance and the resources required for each programme and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity.
- 2.3 The implementation of specific proposals shall be negotiated on a case-by-case basis and be dependent upon the availability of resources.

CLAUSE 3

SCHEDULES

All schedules, if any, referred to herein shall form part of this MoU and shall be taken, read, construed as an essential part of this MoU.



CLAUSE 4

DURATION OF THE MoU

- 4.1 This MoU will come into effect on the date of last signature and will remain in effect for a period of **five (5)** years or until terminated by either Party with **six (6)** months written notice.
- 4.2 This MoU may be extended for a further period as agreed to in writing by the Parties by issuance to the other Party of a written notice signifying its intention to renew the MoU not less than **six (6)** months prior to the Expiry Date.

CLAUSE 5

FINANCIAL ARRANGEMENTS

- 5.1 This MoU shall not give rise to any financial obligation by one Party to the other.
- 5.2 Each Party shall bear its own cost and expenses in the implementation of this MoU.

CLAUSE 6

CONFIDENTIALITY

- 6.1 The Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MoU. Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
- 6.2 The confidentiality provisions apply to all confidential information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this MoU. Both Parties agree to develop procedures for the disclosure and protection of their confidential information.



CLAUSE 7

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and or/negotiations between the Parties through diplomatic channels, without references to any third party or international tribunal.

CLAUSE 8

NON - CONTRACTUAL NATURE OF RELATIONSHIP

- 8.1 Save for Clause 4, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.
- 8.2 Nothing contained herein shall be construed so as to 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.
- 8.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.



CLAUSE 9

NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

To : **UNIVERSITI MALAYSIA SARAWAK**
Address : Universiti Malaysia Sarawak, 94300 Kota Samarahan,
Sarawak, Malaysia
Attn to : **Mr Thian Foong Fatt**
Deputy Director, UNIMAS Global
Tel no. : +082 – 58 1638
Fax no. : N/A
E-mail : fthian@unimas.my

To : **INSTITUT AGAMA ISLAM NEGERI (IAIN) CURUP**
Address : Jl. Dr. AK Gani No. 01, Curup, Dusun Curup, Kec.
Curup Utara, Kabupaten Rejang Lebong, Bengkulu
39119
Attn to : **Eko Carles, MA**
Public Relations Section
Tel no. : (+62) 823 7507 4444
Fax no. : (0732) 21759
E-mail : Humasiaincurup@gmail.com



CLAUSE 10

REVISION, VARIATION AND AMENDMENT

- 10.1 Either Party may request in writing a revision, variation or amendment of this MoU.
- 10.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 10.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 10.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

CLAUSE 11

SUPERVENING EVENTS

- 11.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
- 11.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.



CLAUSE 12

EFFECT OF MoU

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

CLAUSE 13

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 13.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of Parties and with other international agreements signed by both Parties.
- 13.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 13.3 Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products or services development, carried out-
- (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

******* (End of MoU) *******

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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.

Signed by

Prof. Datuk Dr. Mohamad Kadim Suaidi

Vice Chancellor

For and on behalf of

Universiti Malaysia Sarawak

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In the presence of

Prof Dr. Ahmad Hata Rasit

Deputy Vice Chancellor

(Academic and International)

Universiti Malaysia Sarawak

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Signed by

Prof. Dr. Idi Warsah, M.Pd.I

Rector

For and on behalf of

Institut Agama Islam Negeri Curup

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In the presence of

Dr. Fakhruddin, M.Pd.I

Deputy Rector III

(Student Affairs and Cooperation)

Institut Agama Islam Negeri Curup

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