

MEMORANDUM OF UNDERSTANDING

BETWEEN



**MILA
UNIVERSITY**

Nilai, Negeri Sembilan Malaysia

AND



**Institut Agama Islam Negeri Curup
Curup, Indonesia**

THIS MEMORANDUM OF UNDERSTANDING is made theday of year by and between:

MILA University, Malaysia (hereinafter referred to as "**MILA**"), a private higher education institution registered in Malaysia and having its principal office at No. 1 Persiaran MIU, 71800 Nilai, Negeri Sembilan, Malaysia, owned and operated by MILA Education Malaysia SdnBhd. (formerly known as Manipal Education Malaysia SdnBhd). (Company Registration No. 201001028337 (912256-H)).

Institut Agama Islam Negeri Curup, (hereinafter referred to as "**IAIN Curup**"), a higher education institute registered in Indonesia and having its principal office at Jl. Dr. AK Gani No. 01, Curup, Dusun Curup, Kec. Curup Utara, Kabupaten Rejang Lebong, Bengkulu 39119, Indonesia.

Hereinafter both the institutions are collectively referred to as "**the Parties**" and individually as "**the Party**".

WHEREAS

- (A) MILA University is a private higher education institution established in Malaysia that offers multidisciplinary programs in areas of Engineering, Computer Science, Biotechnology, Business/Management, and Mass Communication for local and international markets.
- (B) Institut Agama Islam Negeri Curup is a private higher education institution established in Indonesia that offers multidisciplinary programs in areas Education, Syariah, Economics, Law, Adab, Ushuluddin, and Da'wah.
- (C) The Parties hereto, recognising the benefits of establishing international links, wish to strengthen the ties between their respective institutions by entering this Memorandum of Understanding ("MOU").
- (D) This MOU sets out the general framework and areas of collaboration which are of mutual interest and benefit to both Parties.

NOW IT IS HEREBY AGREED

1. Objective of the MOU

The purpose of this MOU is to develop co-operation and promote mutual understanding and excellence in practice-based education, research and knowledge exchange between the Parties.

2. Scope of Collaboration

In furtherance of this purpose the Parties agree to develop the following activities in collaboration in areas of mutual academic interest:

- 2.1 Exchanges of academic and administrative staff and mutual visits to pursue research and to lecture
 - 2.2 Exchanges of students and/or study abroad programmes and other enhancements to the student experience
 - 2.3 Identifying opportunities for conducting collaborative research and development
 - 2.4 Identifying opportunities for conducting lectures and seminars and organising symposia and conferences
 - 2.5 Exchanges of academic information and materials
 - 2.6 Promoting collaboration in fields of mutual interest
 - 2.7 Promoting other academic co-operation and collaboration as mutually agreed.
3. The development and implementation of specific activities developed under this MOU will be the subject of formal written agreements negotiated and entered into separately (hereinafter referred to as "**Specific Agreement(s)**"), which will deal with the financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters. For the avoidance of doubt, the Specific Agreement(s) shall be entered by the Parties prior to the initiation of the particular programme or activity.
4. **Principles of Respect**
- 4.1 It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support of the Parties concerned.
 - 4.2 Both Parties agree that staff and students of either institution engaged in activities under this MOU shall carry out these activities in accordance with the laws and regulations of their respective countries after full consultation and approval.
 - 4.3 This MOU may only be amended by a written agreement signed by a duly authorised representative of each Party.
5. **Relationship Between the Parties**
- 5.1 Unless specifically stated, this MOU serves only as a statement of intention of the Parties and is not intended to be legally binding nor be construed as an agreement.
 - 5.2 The terms and conditions under which a specific programme or activity to be undertaken shall be mutually agreed upon by both Parties, in writing, before initiation through specific agreement ("**Specific Agreement**").
 - 5.3 Unless otherwise agreed upon, each Party shall be responsible for its own financial contributions for the implementation of programmes or activities.

5.4 Nothing in this MOU shall be construed as creating any legal relationships between the Parties. This MOU is a statement of intent to foster genuine and mutually beneficial collaboration.

6. Duration of this MOU

6.1 This MOU shall commence of the date of its execution by the last Party to sign and shall remain in force for a period of **five (5) years**.

6.2 Each Party shall review the status of the MOU at least **six months before the end of the five-year period** to determine whether it wishes the MOU to continue and, if so, whether any modifications are required.

6.3 The period of validity of this MOU may only be extended by the mutual written consent of both Parties.

7. Termination of this MOU

7.1 Either Party may terminate this MOU by giving **six months' notice** in writing to the other. The termination of this MOU shall not affect the implementation of any specific activities established under it prior to such termination.

8. Confidentiality

8.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.

8.2 For purposes of paragraph 1 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of the MOU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

8.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MOU.

9. Notices

Any notice or communication between the Parties shall be delivered by registered mail to the addresses as hereinbefore appearing or sent to the electronic mail address of the Party concerned 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 which is duly acknowledged:

If to MILA UNIVERSITY:

MILA UNIVERSITY
No 1 Persiaran MIU,
71800 Nilai,
Negeri Sembilan,
Malaysia.

Attention : Professor Dr Jason Fitzsimmons
Email : jason.fitzsimmons@mila.edu.my

If to Institut Agama Islam Negeri Curup:

INSTITUT AGAMA ISLAM NEGERI CURUP
Jl. Dr. AK Gani No. 01, Curup, Dusun Curup,
Kec. Curup Utara,
Bengkulu,
Indonesia

Attention : Rector
Email : kerjasamainternasional@iaincurup.ac.id

- 10. Assignment**
Neither Party shall be entitled to assign or transfer any of its rights or obligations under this MOU without prior written consent of other Party.
- 11. Financial Arrangements**
The Parties agree that this MOU shall not impose any financial commitments on either Party and that all financial arrangements for any of the programs will be negotiated and mutually agreed in writing between the Parties, depending on the availability of funds.
- 12. Data Protection**
The Parties agree that any personal data shared under this MOU complies with any data protection laws in force in each party's domestic jurisdictions. Where there is any divergence between the data protection laws of the Parties respective countries during the term of this MOU, each Party will assist the other in ensuring minimum disruption to this MOU.
- 13. Governing Law**
 - 13.1 This MOU shall be governed by and construed in accordance with the laws of Malaysia.
 - 13.2 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 reference to any third party or international tribunal.

14. Prevailing Language

This MOU has been drawn up in English. Each party may prepare a translation into its own native language. However, in case of inconsistencies between the English text and any of its translations, the English text will prevail.

[Reminder of page intentionally left blank. Signature page to follow.]

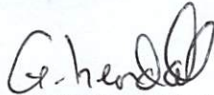
IN WITNESS WHEREOF the parties have executed this MOU on the day, month and year first abovementioned:

Signed by)
For and on behalf of)
MILA UNIVERSITY)



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Name: Professor Dr Jason Fitzsimmons
Designation: Vice Chancellor

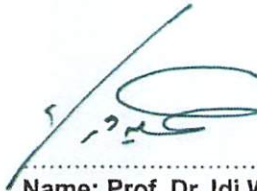
In the presence of:-



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Name: Professor Dr Graham Kendall
Designation: Deputy Vice Chancellor (Research & Enterprise)

MILA UNIVERSITY
No. 1, MIU Boulevard, Putra Nilai,
71800 Nilai, Negeri Sembilan.

Signed by)
For and on behalf of)
INSTITUT AGAMA ISLAM)
NEGERI CURUP)



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Name: Prof. Dr. Idi Warsah, M.Pd.I.
Designation: Rector

In the presence of:-



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Name: Dr. Nelson, M.Ag.
Designation: Vice Rector III