



**COOPERATION PROTOCOL BETWEEN
INSTITUT AGAMA ISLAM NEGERI CURUP (IAIN CURUP)**

Nomor: 1042/In.34/R/HM.00/2024

and

THE NATIONAL UNIVERSITY OF SCIENCE AND TECHNOLOGY

Nomor: 002 Tahun 2024

Between:

INSTITUT AGAMA ISLAM NEGERI CURUP, a State Islamic Institute whose address is at Jl. Dr. AK Gani No. 01, Curup, Dusun Curup, Kec. Curup Utara, Kabupaten Rejang Lebong, Bengkulu 39119, Indonesia, email: kerjasamainternasional@iaincurup.ac.id, hereinafter referred to as **IAIN Curup**, represented by its Rector, Prof. Dr. Idi Warsah, M.Pd.I., as the **First Party**.

THE NATIONAL UNIVERSITY OF SCIENCE AND TECHNOLOGY, an Iraq university located at Iraq-Dhi-Qar-Nasiriyah-Al-Mortatha street, Iraq, email: info@nust.edu.iq, hereinafter referred to as **NUST** represented by its President, Prof. Dr. Abdul Razzaq Luaibi Al-Rubaie, as the **Second Party**;

Whereas:

- The development of partnerships in international cooperation training and mobility between higher education institutions from different countries is fundamental as it allows an enriching experience for teachers, students, and researchers from each institution, at academic, research, or personal levels, through contact with different teaching and research methods, in a multicultural context;
- Between **IAIN Curup** and **National University of Science and Technology (NUST)** good partnership practices already exist and should be further developed;
- Both institutions are linked by common academic and cultural interests;
- The possibility of such partnerships represents a demand for new students for both institutions of higher education;
- The incentive to the participation of **IAIN Curup** and **National University of Science and Technology (NUST)** in bilateral academic projects will foster the creation, transmission, and



diffusion of knowledge, enhancing the pursuit of the mission of both institutions;

The present cooperation protocol is celebrated between the signatories, who have full legal capacity and powers for that purpose, under the terms of the following clauses, under the legislation in force in their respective countries:

FIRST CLAUSE

PURPOSE

- 1 – The present cooperation protocol between The National University of Science and Technology and Institut Agama Islam Negeri Curup (**IAIN Curup**) aims to establish the conditions for the development of:
 - a) International cooperation between the institutions;
 - b) Mobility of teachers, students, and researchers;
 - c) Promotion of interests in teaching and research activities of the respective institutions;
 - d) Joint research projects;
 - e) Advanced training and capacity building of **IAIN Curup and National University of Science and Technology (NUST)** faculty members.
- 2 – The cooperation foreseen in this protocol will include, in a more specific way, namely:
 - a) Institutional exchanges of faculty, students, and researchers of the partner institutions to participate in a variety of higher education and/or research and professional development activities;
 - b) The development of joint research projects in the areas of dan social sciences;
 - c) Development of advanced training and capacity building of teachers in research, pedagogical innovation, and technological development.

SECOND CLAUSE

PROTOCOL'S IMPLEMENTATION

- 1 – To implement the present protocol, the necessary actions shall be defined and executed in specific agreements for each of the matters foreseen in the previous clause or others that the Contracting Parties consider to be intrinsically correlated, which will include the respective work plans, to be agreed in writing between the Parties, in terms that comply with that set forth herein.
- 2 – The actions to be developed based on this cooperation protocol will be coordinated by both



institutions, according to the area of action in which the actions are inserted.

THIRD CLAUSE COORDINATION

- 1 – **IAIN Curup and National University of Science and Technology (NUST)** shall designate a coordinator, for each Grantor, to supervise and facilitate the implementation of this protocol. The coordinators, working with other competent administrators at their respective institutions, shall:
 - a) Promote academic collaboration, both with faculty and students, as well as researchers, for study and research purposes;
 - b) Act as main contacts for individual and group activities, plan and coordinate all activities within their institutions as well as with the partner institution;
- 2 – **National University of Science and Technology (NUST)** designates as Coordinator of this cooperation protocol **Prof. Dr. Abdul Razzaq Luaibi Al-Rubaie**, and **IAIN Curup** designates as Coordinator of this cooperation protocol **Prof. Dr. Idi Warsah, M.Pd.I.**, to ensure and coordinate the development and conduct of joint activities. The coordinators will be the contact through which each Institution can present proposals to carry out joint activities.
- 3 – The coordinators will also be responsible for evaluating the activities developed under this protocol, in respect to the practices established for such purposes in each Institution.

FOURTH CLAUSE FINANCIAL RESOURCES

The **IAIN Curup and National University of Science and Technology (NUST)** determine that all financial conditions related to the different projects to be developed shall be negotiated and mutually established, case by case, in the respective specific agreements to be signed.

FIFTH CLAUSE MOBILITIES

- 1 – The exchange of students shall normally last one or two semesters, and any extension shall be agreed upon between the participants and the parties. In specific cases, the duration may be less than one semester.
- 2 – The exchange period for teachers and researchers will be defined according to each situation and should be of mutual interest.



- 3 – Applications should be submitted through the candidates' home institutions.
- 4 – The academic performance of the students will be evaluated by the teachers or researchers of the host institution, according to the standards in force, unless explicitly agreed otherwise.
- 5 – The recognition of the student's training credits will be the responsibility of the home institution.
- 6 – In order to be considered at the host institutions, applicants must submit all the required documentation. The required documentation and instructions will be part of the information package that will be available at each institution for interested candidates.
- 7 – The students shall remain enrolled at their home institutions, where they shall pay all fees and tuition fees and shall be exempt from payment of normal fees and tuition fees at the host institutions.

SIXTH CLAUSE

COSTS

- 1 – Expenses for accommodation, and transport, as well as those of a personal nature shall be the responsibility of teachers, students, and researchers.
- 2 – Within the scope of this protocol, it is mandatory that teachers, students, and researchers have valid international health insurance for the period of the activities.
- 3 – The host institutions shall assist the visitor, as far as possible, in academic matters.

SEVENTH CLAUSE

DATA PROTECTION

- 1 – **IAIN Curup** declares that it has taken note of the Privacy Policy and Personal Data Treatment of the **National University of Science and Technology (NUST)**, available at **National University of Science and Technology (NUST)** website at: <https://nust.edu.iq/>.
- 2 – The Parties authorize that their contact data, to be indicated for the effect, may be used for purposes of dissemination of the established partnerships.

EIGHTH CLAUSE

CONFIDENTIALITY

- 1 – The Parties agree that, for this cooperation protocol, all information contained in the following is considered confidential:
 - a) In this cooperation protocol;



- b) Disclosed by **National University of Science and Technology (NUST)** concerning this cooperation protocol, including before its signature;
 - c) Disclosed by **IAIN Curup** concerning this cooperation protocol, including before its signature;
 - d) Any other proprietary information of **The National University of Science and Technology (NUST)**, marked "confidential", which is by nature confidential, is disclosed in circumstances of confidence, or which **IAIN Curup** should reasonably understand to be treated confidentially.
- 2 – The terms contained in this clause shall survive the termination by any means of this cooperation protocol and shall apply for five (5) years after the termination thereof, or five (5) years after the completion of the last activities carried out under it, whichever is later.

NINTH CLAUSE

PROHIBITIONS ON EMPLOYMENT

Under this Protocol and the respective specific agreements, no employment relationship shall be established between the Grantors and the teachers, students, and researchers carrying out the respective activities under the terms of these Agreements.

TENTH CLAUSE

DURATION AND TERMINATION

- 1 – This Protocol shall enter into force upon signing and shall be in force for five years unless previously terminated by any of the Grantors.
- 2 – The termination by one Grantor shall be carried out upon written notification to the other Grantor at least ninety (90) days before the effective date of such termination, always respecting the previous commitments undertaken. If such notification is made, this Protocol shall be terminated:
 - a) At the end of such ninety (90) days; or
 - b) When all teachers, students or researchers carrying out activities under this cooperation protocol and the respective specific agreements terminate those activities.
- 3 – The termination does not generate any penalty for any of the Grantors and neither **National University of Science and Technology (NUST)** nor **IAIN Curup** shall be liable to the other for any losses that may arise therefrom.



ELEVENTH CLAUSE

INDEMNITY AND EXEMPTION OF GUARANTEES

- 1 – **National University of Science and Technology (NUST)** undertakes to indemnify and hold harmless **IAIN Curup**, its rectory, administrators, employees, and any agents against any claims, actions, liabilities, damages, judicial or other claims, costs, and expenses of every nature and kind that **IAIN Curup** may incur at any time, arising from **National University of Science and Technology (NUST)** failure to comply with its obligations under this protocol and subsequent agreements and/or negligent performance of its obligations under this protocol or subsequent agreements.
- 2 – **IAIN Curup** undertakes to indemnify and hold harmless **The National University of Science and Technology (NUST)**, its administrators, directors, officers, employees, and any agents against all claims, actions, liabilities, damages, judicial or other claims, costs and expenses of every nature and kind that **National University of Science and Technology (NUST)** may incur at any time, arising from the failure of **IAIN Curup** to comply with its obligations under this protocol and subsequent agreements and/or negligent performance of its obligations under this protocol or subsequent agreements.

TWELFTH CLAUSE

AMENDMENTS

- 1 – The present cooperation protocol may be amended, in writing, by mutual consent of the Parties.
- 2 – The amendments, always agreed upon by the Parties, shall be implemented employing addenda and shall enter into force on the date of signature of said instrument by both Parties.
- 3 – The amendment shall be preceded by a proposal, to be presented at least 60 working days before the end of its validity, based on concrete reasons that justify the extension.

THIRTEENTH CLAUSE

NOTIFICATIONS

Any notification required by, or relative to, the present Cooperation Protocol shall be made in writing and delivered to the other Party by personal delivery, registered post or email.



FOURTEENTH CLAUSE

DOUBTS AND OMISSIONS

Any situations not foreseen in the present protocol, as well as any doubts arising from its application, shall be resolved by a joint decision of the Contracting Parties.

FIFTEENTH CLAUSE

THE APPLICABLE LAW

1 – In all that is not expressly regulated by the present Cooperation Protocol, the Parties are expressly subject to the state law that applies in both countries.

And for agreeing with the above content and conditions, the Parties sign the two (02) copies of this protocol, which the Parties acknowledge as authentic, each one remaining for each of the Parties.

Bali, November 20th, 2024

Institut Agama Islam Negeri Curup



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

Rector

The National University of Science and Technology (NUST)



Prof. Dr. Abdul Razzaq Luaibi Al-Rubaie

President