



MEMORANDUM OF AGREEMENT

BETWEEN

**PUSAT PENGAJIAN LEPASAN IJAZAH & PENYELIDIKAN
(CENTRE FOR POST-GRADUATE STUDIES AND RESEARCH)
KOLEJ UNIVERSITI PERGURUAN UGAMA SERI BEGAWAN**

AND

**PASCASARJANA INSTITUT AGAMA ISLAM NEGERI BUKITTINGGI
(POST GRADUATE SCHOOL OF
BUKITTINGGI STATE INSTITUTE OF ISLAMIC STUDIES)
PASCASARJANA IAIN BUKITTINGGI**

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (hereinafter refer to as MoA) is made on this day, 29 of October 2016.

BETWEEN

CENTRE FOR POST-GRADUATE STUDIES AND RESEARCH or **“PUSAT PENGAJIAN LEPAS IJAZAH DAN PENYELIDIKAN”** is a centre of higher learning which conducts graduate degrees at master and doctoral levels, under Kolej Universiti Perguruan Ugama Seri Begawan, registered office at KM 2, Jalan Raja Isteri Pengiran Anak Saleha, Bandar Seri Begawan BA 2111, Brunei Darussalam and shall include its lawful representatives and permitted assign (hereinafter referred to as PPLIP KUPU SB”) of the one part.

AND

POSTGRADUATE SCHOOL OF BUKITTINGGI STATE INSTITUTE OF ISLAMIC STUDIES (hereinafter referred to as “PASCASARJANA IAIN BUKITTINGGI”) is an undergraduate program in IAIN Bukittinggi which conducts graduate degrees at master and doctoral levels, and its address at Garegeh District, Bukittinggi City West Sumatera and shall include its lawful representative and permitted assigns of the other part.

PPLIP KUPU SB and PASCASARJANA IAIN BUKITTINGGI hereinafter referred to singularly as the “the Party” and collectively as the “the Parties”.

WHEREAS

- A. PPLIP KUPU SB is an established state higher learning institution which strives to enhance and strengthen its teaching and research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance teaching and research collaboration.
- B. KUPU SB concerns on producing Muslim scholars and religious teacher who contribute to the development of the *ummah* and the state.
- C. PASCASARJANA IAIN BUKITTINGGI is an established Islamic institution offering educational programs and activities in religion, cultural, social, economic, science, and technology development.
- D. The parties are desirous of entering into this MoA to declare their respective intentions and to establish a general framework to facilitate the implementation of the collaboration and co-operation between the Parties upon the terms and conditions as contain herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1

OBJECTIVE

The Parties, subject to the terms of this MoA 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 co-operation between the Parties on the basis of equality and mutual benefit in the areas of common interest.

ARTICLE 2

GENERAL AREAS OF CO-OPERATION

1. 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, endeavor on and would act to promote a wide range of collaborative activities including but not restricted to the following:
 - a) to promote individual contacts among scholars, students and personnel of both institutions;
 - b) to promote links in teaching, research and publication activities;
 - c) to develop and to encourage joint research, publication, seminars, conferences, and workshops;
 - d) to support the exchange of academic and research staff;
 - e) to encourage any other activities that both institutions agree to be of mutual benefits; and
 - f) any other areas of cooperation to be mutually agreed upon by the Parties.

ARTICLE 3

FINANCIAL ARRANGEMENTS

1. This MoA will not give rise to any financial obligation by one Party to the other.
2. The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party shall be responsible for its own cost and expenses in establishing and conducting program and activities relating and/or resulting to any areas of co-operation stated under Article 2 above, including its own costs and expenses for travel and accommodation.
3. For the purpose of implementing the co-operation in respect of any area stated in Article 2 above, the Parties may enter into a legally binding agreement which will set out each Parties' role, rights and responsibilities in more detail and more particularly with regards to any financial arrangements.

ARTICLE 4

EFFECT OF MOA (NO CONTRACTUAL NATURE OF RELATIONSHIP)

1. This MoA 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.
2. Notwithstanding of the above, Article 8 (Protection of Intellectual Property) and Article 9 (Confidentially) are intended to be legally binding.
3. The Parties agree that for the purpose of implementing the co-operation in respect of any areas stated in Article 2 of this MoA, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including terms on "protection of intellectual property rights", "confidentially", "suspension" and "settlement of dispute" as stated in Article 8,9,10 and 11 of this MoA.

ARTICLE 5

RELATIONSHIP OF THE PARTIES

1. The Parties acknowledge that it is not their intention that this MoA creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this MoA should not be construed as to render the Parties liable as partners or as creating partnership, agency, or other similar relationship.
2. Notwithstanding anything in this MoA, a Party shall at no time underwrite or guarantee or to be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

ARTICLE 6

COMMENCEMENT, DURATION AND TERMINATION

1. This MoA shall commence on the date of its signing and shall remain in effect for a period of **Five (5) years**.
2. This MoA may be extended for a further period as may be agreed in writing by the Parties.
3. Notwithstanding paragraph 1 of the above, this MoA may be terminated by either Party giving Sixty (60) days written notice to other Party prior to the proposed date of termination. Termination shall be without any penalty or cost of damages.
4. However, if there is any termination, the provisions of this MoA or any other written agreement in respect of any on-going program or activities under the co-operation within this MoA shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the program of cooperative activity.

ARTICLE 7
COMMUNICATIONS

Communication between the Parties relating to this MoA will be between the principal points of contact as set out below. Either Party may at any time by written notice make any change to the contact points.

FOR KUPU SB:

To : Kolej Universiti Perguruan Ugama Seri Begawan
Attn.to : Registrar
Address : KM 2, Jalan Raja Isteri Pengiran Anak Saleha, Bandar Seri Begawan, BA 2111, Brunei Darussalam.
Tel.No : +6732236277
Fax.No : +6732243203
E-mail : info@kupu-sb.edu.bn

FOR PASCASARJANA IAIN BUKITTINGGI

To : Pascasarjana Institut Agama Islam Negeri (IAIN) Bukittinggi
Attn.to : Director
Address : Jalan Paninjauan Garegeh Bukittinggi, Kota Bukittinggi, Provinsi Sumatera Barat.
Tel.No : +62-(0752) 33136, 34320
Fax.No : +62-(0752) 22875
E-mail : info@iainbukittinggi.ac.id

ARTICLE 8
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, and regulations of the Parties and with international agreement signed by both Parties.
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.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development and any products and 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.

ARTICLE 9
CONFIDENTIALLY

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 MoA or any other agreements made pursuant to this MoA.
2. The confidentiality provision apply to all confidential information exchange including any confidential information exchange in preliminary discussion and during negotiations relating to matters within the scope of this MoA.
3. For the purpose of this MoA, "confidential information" includes all technical, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing Party) to other Party (the Receiving Party) prior to, or after, the execution of this MoA, involving technical, business, information, data and/or solutions in any form, including but not limited to any document, information or data which is 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 confidentiality or over which it has full control and include all other such information that may be in the possession of the disclosing Party's employees or management.
4. Both Parties agree that the provisions of this Section shall continue to be binding between the Parties notwithstanding the termination of this MoA.
5. The obligation of this confidentiality shall not apply under the following circumstances:
 - a. The confidential information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving Party;
 - b. The confidential information is now or hereafter has become available to the public in the form of a printed publication or by any other means through no breach of this MoA;
 - c. The confidential information is subsequently disclosed to the Receiving Party without restriction by a third Party having lawful right to disclose such information; and
 - d. The confidential information is required by law to be disclosed.

ARTICLE 10
SUSPENSION

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

ARTICLE 11
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 MoA shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

ARTICLE 12
GENERAL PROVISIONS

1. This MoA is subject to the laws and regulations of the Parties' respective countries.
2. This MoA may be modified, varied or amended at any time after due consultation and with written consent of both Parties.
3. The Parties acknowledge that all visits or exchange of staff, students or administrator shall be subjected to compliance with the entry and visa regulations of the Party's respective countries and the Party's requirement with respect to the staff and student visits. (This clause is only applicable for foreign countries).

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Agreement on 29th October in the year 2016.

Signed by

For and behalf of

CENTRE FOR POST-GRADUATE STUDIES AND RESEARCH

NAME : DR. HAJI ABANG HADZMIN BIN ABANG HAJI TAHA

DESIGNATION : ACTING DEPUTY OF RA'ES]



In the presence of

Name : PENGIRAN ANAK HJ DAMIT BAHARUDDIN BIN PENGIRAN ANAK SAFIUDDIN

Designation : Acting Registrar]



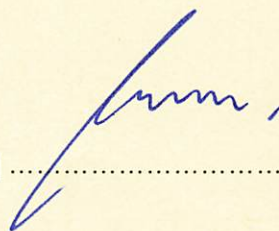
Signed by

For and on behalf of

**POST GRADUATE SCHOOL OF
BUKITTINGGI STATE INSTITUTE OF ISLAMIC
STUDIES**

NAME : DR. ISMAIL, M.Ag.

DESIGNATION: DIRECTOR]



Witnessed by

Name : Dra. Nur Aisyah, M.Ag.

Designation : Deputy of Rector for
Student and Cooperation Affairs]



