



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI UTARA MALAYSIA**

**AND**

**UNIVERSITAS ISLAM NEGERI (UIN)  
RADEN FATAH PALEMBANG, INDONESIA**

DATE: 29 MAY 2023

This Memorandum of Understanding (MoU) is made on this day 29 MAY 2023

**BETWEEN**

**UNIVERSITI UTARA MALAYSIA**, an institution of higher learning and a body incorporated in Malaysia under the Universiti Utara Malaysia (Incorporation) Order 1984 and the Universities and University Colleges Act 1971, whose address is at Universiti Utara Malaysia, 06010 UUM Sintok, Kedah Darul Aman, Malaysia (hereinafter referred to as "**UUM**") and shall include its lawful representatives and permitted assigns of the first part;

**AND**

**UNIVERSITAS ISLAM NEGERI (UIN) RADEN FATAH PALEMBANG (STATE ISLAMIC UNIVERSITY OF RADEN FATAH PALEMBANG)** is an institution of higher learning established in Indonesia on 13 November 1964, whose address is at Jl. Prof. K. H. Zainal Abidin Fikri No.1 KM. 3, RW.5, Pahlawan, Kec. Kemuning, Kota Palembang, Sumatera Selatan 30126, Indonesia (hereinafter referred to as "**UIN Palembang**") and shall include its lawful representatives and permitted assigns of the second part.

(**UUM** and **UIN Palembang** hereinafter referred to singularly as "the Party" and collectively as "the Parties")

**WHEREAS**

- A. **UUM** is an established University which strives to enhance and strengthen its research, consultancy and publication has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
- B. **UIN Palembang** is a State Islamic University that continually strives to improve quality and strengthen education, research, and community service. It has taken various initiatives to complement the excellence of its institution and has entered into multiple cooperative arrangements with other parties.
- C. The Parties are desirous of entering into this 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.

Initial	
<b>UUM</b>	<b>UIN PALEMBANG</b>

## REPRESENTATION AND WARRANTY

**UIN Palembang** represents and warrants to **UUM** that:

- (a) it is an institution of higher learning established in Sumatera Selatan, Indonesia based on the Decree of the Minister of Religion Number 7 of 1964 dated October 22, 1964;
- (b) it has the corporate power to enter into and perform its obligations under this MoU;
- (c) it has taken all necessary corporate actions to authorize the entry into and performance of this MoU;
- (d) as at the execution date, neither the execution nor performance by it of this MoU nor any transactions contemplated by this MoU will violate in any respect any provision of:
  - I. University statutes and governing laws of **UIN Palembang** and the Government of the Republic of Indonesia; or
  - II. any other document or agreement which is binding upon it or its asset;
- (e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its obligations under this MoU;
- (f) it has necessary capability to undertake the responsibilities and acknowledges that **UUM** has entered into this MoU in reliance on its representations and warranties as aforesaid; and
- (g) the representations and warranties set out above shall remain true and correct in all material respects throughout the subsistence of this MoU.

## THE PARTIES HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

### 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 endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

Initial	
<b>UUM</b>	<b>UIN PALEMBANG</b>

## 2. AREAS OF CO-OPERATION

- 2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:
- (a) Student mobility;
  - (b) Exchange of staff;
  - (c) Appointment of visiting scholar;
  - (d) Offering double degree programme;
  - (e) Joint research;
  - (f) Joint conference;
  - (g) Joint publications
  - (h) Joint supervision; and
  - (i) any other areas of co-operation to be mutually agreed upon by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any area in sub-clause 2.1, the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.
- 2.3 For the promotional purposes, the Parties may, as it deems appropriate, include the *hyperlink* of each Party in the official website, respectively.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 This MoU will not give rise to any financial obligation by one Party to the other.
- 3.2 Each party will bear its own cost and expenses in the implementation of this MoU.

## 4. CONFIDENTIALITY

- 4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MoU or other agreements made pursuant to this MoU.

Initial	
<b>UUM</b>	<b>UIN PALEMBANG</b>

4.2 For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Parties (the Receiving Party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information 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 confidence.

4.3 All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

## **5. EFFECT OF MOU**

This MoU serves only as a record of the Parties' intentions and does not constitute, 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.

## **6. NO AGENCY**

Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

## **7. ENTRY INTO EFFECT AND DURATION**

7.1 This MoU will come into effect on the date of signing and will remain in effect for a period of three (3) years.

7.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

Initial	
<b>UUM</b>	<b>UIN PALEMBANG</b>

**8. REVISION, VARIATION AND AMENDMENT**

- 8.1 Any Party may request in writing a revision, variation or amendment of this MoU.
- 8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 8.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 8.4 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.

**9. FORCE MAJEURE**

- 9.1 If either Party to this MoU is temporarily unable by reason of *Force Majeure* or the relevant laws or regulations to meet any of its obligations under this MoU, and if such Party gives to the other Party written notice of the event within fourteen (14) days after such occurrence the obligations of the Party that it is unable to perform by reason of the event, shall be suspended for as long as the disabling situation continues. If *Force Majeure* event prevents either Party from performing its obligations for a period of thirty (30) days, either Party may terminate this MoU.
- 9.2 Neither Party shall be liable to the other Party for the loss and/or damages sustained by such other Party arising from any events referred to in this clause or delays arising from such event.
- 9.3 The term "*Force Majeure*" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, wars, insurrection, pandemics, epidemics, landslides, earthquakes, storm, lightning, floods, civil disturbances, explosions, and any other similar event not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

Initial	
<b>UUM</b>	<b>UIN PALEMBANG</b>

## 10. SUPERVENING EVENTS

- 10.1 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.
- 10.2 Notwithstanding sub-clause 10.1, 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.

## 11. SETTLEMENT OF DISPUTES

Any difference or disputes 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 without reference to any third party or international tribunal.

## 12. COMPETENT AUTHORITIES

The authorities responsible for the fulfillment of this MoU are the Vice-Chancellor of **UUM** and the Rector of **UIN Palembang**.

## 13. NOTICES

- 13.1 Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail or facsimile number of **UUM** or **UIN Palembang**, as the case may be, shown below or to other such 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 or facsimile number which is duly acknowledged:

Initial	
<b>UUM</b>	<b>UIN PALEMBANG</b>

To : **UNIVERSITI UTARA MALAYSIA**  
Address : 06010 UUM Sintok, Kedah Darul Aman,  
Malaysia  
Attn. To : Vice-Chancellor  
Tel. No. : +604-9283001  
Fax No. : +604-9283005  
E-mail : [vc@uum.edu.my](mailto:vc@uum.edu.my)

To : **UNIVERSITAS ISLAM NEGERI (UIN) RADEN FATAH  
PALEMBANG**  
Address : Jl. Prof. K. H. Zainal Abidin Fikri No.1 KM. 3,  
RW.5, Pahlawan, Kec. Kemuning, Kota  
Palembang, Sumatera Selatan 30126,  
Indonesia  
Attn to : Rector  
Tel no. : +62 0711-354668  
Fax no : +62 0711-356209  
E-mail : [pli\\_uin@radenfatah.ac.id](mailto:pli_uin@radenfatah.ac.id)

- 13.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

The foregoing record represents the understandings reached between the Parties upon the matters referred to therein.

***The rest of this page is intentionally left blank***

Initial	
<b>UUM</b>	<b>UIN PALEMBANG</b>



**IN WITNESS WHEREOF** this MoU has been duly signed in duplicate at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ in four (4) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of  
**UNIVERSITI UTARA MALAYSIA**



**PROF. DR. MOHD FO'AD SAKDAN**  
Vice-Chancellor

Signed for and on behalf of  
**UNIVERSITAS ISLAM NEGERI (UIN)  
RADEN FATAH PALEMBANG**



**PROF. DR. NYAYU KHODIJAH,**  
**S.AG., M.SI**  
Rector

In the presence of



**PROF. DR. YAHYA DON**  
Dean  
School of Education

In the presence of



**DRS. H. JUMARI ISWADI, M.M.**  
Head of Academic Bureau

Initial	
<b>UUM</b>	<b>UIN PALEMBANG</b>