



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SEKOLAH TINGGI AGAMA ISLAM NEGERI**

**AND**

**SULTAN AZLAN SHAH UNIVERSITY**

(ON 21<sup>ST</sup> NOVEMBER 2017)

**THIS MEMORANDUM OF UNDERSTANDING** is made 21<sup>st</sup> November 2017.

**BETWEEN**

**SEKOLAH TINGGI AGAMA ISLAM NEGERI** (hereinafter referred to as "**STAIN CURUP**"), an institutions of higher religious education organized by the Ministry of Religious Affairs whose address is at Jl. Dr. AK Gani Curup No.01, Bengkulu Province - Indonesia and shall include its lawful representatives and permitted assigns on the one part;

**AND**

**SULTAN AZLAN SHAH UNIVERSITY** (hereinafter referred to as "**USAS**"), an institution of higher learning established under the Private Higher Educational Institutions Act 1996 [*Act 555*] whose address is at Bukit Chandan, 33000 Bandar Diraja Kuala Kangsar, Perak Darul Ridzuan, Malaysia and shall include its lawful representatives and permitted assigns of the other part.

[**STAIN CURUP** and **USAS** hereinafter referred to singularly as "the party" and collectively as "the Parties"]

**WHEREAS**

- A. STAIN CURUP is an institutions of higher religious education organized by the Ministry of Religious Affairs and has taken various initiatives to compliments its educational excellence. STAIN CURUP has entered into various collaborative arrangements with other parties to enhance and improve the quality of higher education.



- B. USAS is a university administered in accordance with the philosophy and concepts of "*Rahmatan Lil 'Alamiin*" (blessings to the whole world) in all fields of knowledge, research, publication and innovation of the University and strengthening its capabilities in academic, research, community service and internationalization by taking various initiatives cooperation with institutions and organizations to strengthen the excellence of higher education in the country and bring benefits to contemporary society and globalization in accordance with the "Pelan Strategik Pengajian Tinggi Negara".
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the parties upon the terms as contained herein.
- D. This Memorandum of Understanding sets out below the general framework and intentions of the Parties for the collaboration and for the facilitation of further definitive agreement(s).
- E. In achieving the objectives of this Memorandum of Understanding, the Parties will work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations and/or policies.

**THE PARTIES HAVE REACHED AN UNDERSTANDING as follows :**

#### **ARTICLE I**

#### **OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING**

The Parties subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force, will endeavour to strengthen, promote and develop cooperation between Parties on the basis of equality and mutual benefit.



**ARTICLE II**  
**SCOPE AND 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, endeavour to take necessary steps to encourage and promote cooperation in the following areas :
  - (a) Education;
  - (b) Research;
  - (c) Community Services; and
  - (d) Any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", protection of intellectual property rights" and "settlement of dispute" as contained in Annexure A of this Memorandum of Understanding.

**ARTICLE III**  
**FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one party to the other.





Ruj Kami: Bil (90) dlm. USAS. 100(UND)-1  
 Tarikh: 14 Disember 2017  
 25 Rabiulawal 1439

Yang Terhormat Bapak Ketua  
 Sekolah Tinggi Islam Negeri (STAIN) Curup  
 Jl. Dr Ak Gani Curup No. 01  
 Bengkulu- Indonesia

Yang Berhormat Bapak,

**MEMORANDUM PERSEFAHAMAN DI ANTARA SEKOLAH TINGGI ISLAM NEGERI (STAIN) CURUP DAN UNIVERSITI SULTAN AZLAN SHAH**

Dengan segala hormat sehubungan dengan perkara di atas.

2. Bersama-sama ini kami lampirkan Satu (1) salinan asli memorandum persefahaman diantara STAIN CURUP dan USAS bertanggal 21 November 2017 untuk arsip pihak Bapak.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

(‘AINAA MARDHIAH BINTI ABDUL RAZAK)  
 Pegawai Undang-Undang  
 Universiti Sultan Azlan Shah

“INOVASI NADI KESIAGAAN TRANSFORMASI”



2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

#### **ARTICLE IV**

#### **EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding 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.

#### **ARTICLE V**

#### **NO AGENCY**

Nothing contained herein is to 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.

#### **ARTICLE VI**

#### **ENTRY INTO EFFECT AND DURATION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of Two (2) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.



## **ARTICLE VII**

### **AMENDMENT**

The terms stipulated in this Memorandum of Understanding shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing, signed by the Parties hereto and will come into effect on such date as may be determined by the Parties.

## **ARTICLE VIII**

### **NOTICES**

Any communication under this Memorandum of Understanding will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of STAIN CURUP or USAS , as the case may be, 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 or facsimile number which is duly acknowledged :

To STAIN Curup : HEAD  
Sekolah Tinggi Islam Negeri (STAIN) Curup  
Jl. Dr. AK Gani Curup No.01  
Bengkulu Province - Indonesia  
Telephone : (0732) 21 759  
Faksimile : (0732) 21010  
E-mail : admin@staincurup.ac.id

To USAS

VICE CHANCELLOR

Sultan Azlan Shah University

\* Bukit Chandan, 33000 Bandar Diraja Kuala Kangsar,  
Perak Darul Ridzuan.

(PTJ : Dean, Faculty of Islamic Studies)

Telephone : +605-773 2323

Faksimile : +605-773 2307

E-mail : pejabatnc@usas.edu.my

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DR. HANMAD HIDAYAT, M.Ag., M.Pd.

TAN SRI PROF. DR. NORJIN BIN  
KAROL

Vice Chancellor

In the presence of

HENDRA HARMI, M.Pd.

PROF. DATO' DR. WAN SARI BIN  
WAN YUSOF

Deputy Vice Chancellor

Academic and Student Affairs

Ref. Number : 141/275/PE.DD/1X/2016

Ref. Number : 141/STAN/PRO/141/16



The foregoing record represents the understandings reached between Sekolah Tinggi Islam Negeri (STAIN) Curup and Sultan Azlan Shah University upon the matters referred to therein.

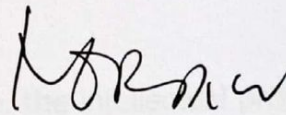
**SIGNED IN DUPLICATE** on the day and year first above written by the authorised signatories on behalf of the Parties.

Signed for and on behalf of :

Signed for and on behalf of ;

**SEKOLAH TINGGI ISLAM NEGERI  
(STAIN) CURUP.**

**SULTAN AZLAN SHAH UNIVERSITY**

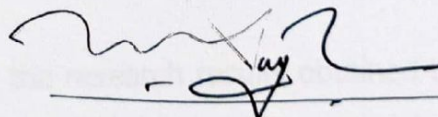
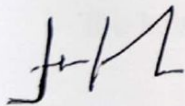


**DR. RAHMAD HIDAYAT, M.Ag., M.Pd.**  
Head

**TAN SRI PROF. DR NORDIN BIN  
KARDI**  
Vice Chancellor

In the presence of :

In the presence of :



**HENDRA HARMI, M.PD**  
Vice Head  
Academic Affairs & Institutional Development  
STAIN Curup

**PROF. DATO' DR WAN SABRI BIN  
WAN YUSOF**  
Deputy Vice Chancellor  
Academic and Student Affairs

Ref. Number : **Sti.02/I/PP.009/X/2016**

Ref. Number : **MCU/STAIN/JPU/2016(5)**



ARTICLE IX

**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 other international agreements signed by both parties.
2. The use of the name, logo and/or official emblem of any pf 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 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 X**  
**CONFIDENTIALITY**

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 Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, 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 this Memorandum of Understanding 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 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.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.



**ARTICLE XI**  
**SUSPENSION**

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

**ARTICLE XII**  
**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application if any of the provisions of this Memorandum of Understanding will be settled amicable through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.