



UNIVERSITAS ISLAM NEGERI
SAYYID ALI RAHMATULLAH
TULUNGAGUNG



PEDOMAN PENGELOLAAN KERJASAMA 2023

**UIN SAYYID ALI RAHMATULLAH
TULUNGAGUNG**



KEPUTUSAN REKTOR
UNIVERSITAS ISLAM NEGERI SAYYID ALI RAHMATULLAH TULUNGAGUNG
NOMOR 880 TAHUN 2023
TENTANG
PEDOMAN PENGELOLAAN KERJASAMA

DENGAN RAHMAT TUHAN YANG MAHA ESA

REKTOR UNIVERSITAS ISLAM NEGERI SAYYID ALI RAHMATULLAH
TULUNGAGUNG,

- Menimbang : a. bahwa dalam rangka untuk menjamin kualitas tridharma Perguruan Tinggi, diperlukan Pedoman Kerjasama dalam pengelolaan pendidikan tinggi;
- b. bahwa Pedoman Pengelolaan Pengguna dapat memberikan arah serta landasan pengembangan dan penerapan sistem penjaminan mutu;
- c. bahwa berdasarkan pertimbangan sebagaimana dimaksud dalam huruf a dan huruf b, perlu menetapkan Keputusan Rektor tentang Pedoman Pengelolaan Kerjasama;
- Mengingat : 1. Undang-Undang Nomor 12 Tahun 2012 tentang Pendidikan Tinggi (Lembaran Negara Republik Indonesia Tahun 2012 Nomor 158, Tambahan Lembaran Negara Republik Indonesia Nomor 5336);
2. Peraturan Pemerintah Nomor 46 Tahun 2019 tentang Pendidikan Tinggi Keagamaan (Lembaran Negara Republik Indonesia Tahun 2019 Nomor 120, Tambahan Lembaran Negara Republik Indonesia Nomor 6362);
3. Peraturan Presiden Nomor 40 Tahun 2021 tentang Universitas Islam Negeri Sayyid Ali Rahmatullah Tulungagung (Lembaran Negara Republik Indonesia Tahun 2021 Nomor 119);
4. Peraturan Menteri Riset, Teknologi dan Pendidikan Tinggi Nomor 62 Tahun 2016 tentang Sistem Penjaminan Mutu Pendidikan Tinggi (Berita Negara Republik Indonesia Tahun 2016 Nomor 1462);
5. Peraturan Menteri Agama Nomor 24 Tahun 2021 tentang Organisasi dan Tata Kerja Universitas Islam Negeri Sayyid Ali Rahmatullah Tulungagung (Berita Negara Republik Indonesia Tahun 2021 Nomor 1239);
6. Peraturan Menteri Agama Nomor 33 Tahun 2021 tentang Statuta Universitas Islam Negeri Sayyid Ali Rahmatullah

Tulungagung (Berita Negara Republik Indonesia Tahun 2021 Nomor 1404);

MEMUTUSKAN:

- Menetapkan : KEPUTUSAN REKTOR TENTANG PEDOMAN PENGELOLAAN KERJASAMA.
- KESATU : Menetapkan Pedoman Pengelolaan Kerjasama sebagaimana tercantum dalam Lampiran yang merupakan bagian yang tidak terpisahkan dari Keputusan ini.
- KEDUA : Pedoman sebagaimana dimaksud pada diktum KESATU diberlakukan bagi Universitas Islam Negeri Sayyid Ali Rahmatullah Tulungagung dalam melaksanakan pengelolaan mutu perguruan tinggi.
- KETIGA : Keputusan ini berlaku sejak tanggal ditetapkan.

Ditetapkan di Tulungagung
pada tanggal 13 Desember 2023



REKTOR
UNIVERSITAS ISLAM NEGERI
SAYYID ALI RAHMATULLAH TULUNGAGUNG,

ABD. AZIZ

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BAB I PENDAHULUAN

A. Latar Belakang

Kerjasama pada prinsipnya merupakan kesepakatan bersama yang dibangun antara dua pihak atau lebih untuk mencapai tujuan bersama. Kerjasama Pendidikan Tinggi Keagamaan Islam ini sangat penting dalam rangka pencapaian visi misi dunia Pendidikan yang unggul dalam keilmuan dan keislaman.

Maka dalam rangka mewujudkan visi misi Pendidikan Tinggi Keagamaan Islam yang Unggul dan Profesional, membangun peradaban bangsa melalui pengembangan ilmu pengetahuan, teknologi dan sumber daya manusia maka, salah satu upaya yang dilakukan adalah dengan meningkatkan layanan yang berkualitas terhadap mahasiswa dan masyarakat melalui bidang pendidikan, penelitian dan pengabdian kepada masyarakat dengan cara membangun kerjasama dengan berbagai pihak, baik dalam negeri maupun luar negeri.

B. Tujuan

Pedoman ini bertujuan untuk:

1. Memberikan arah dalam proses kerjasama Perguruan Tinggi Keagamaan Islam dengan pihak lain;
2. Menjadi pedoman dalam menyusun mekanisme perencanaan, pelaksanaan, evaluasi dan pelaporan kerja sama di perguruan tinggi keagamaan Islam; dan
3. Mewujudkan keselarasan dan koordinasi dalam pelaksanaan kegiatan kerja sama di bidang akademik dan non akademik.

C. Asas

Asas kerja sama meliputi:

1. legalitas;
2. kepentingan nasional;
3. kemitraan, kesetaraan dan kebersamaan;
4. kejelasan tujuan dan hasil;
5. saling menghargai dan menguntungkan;
6. musyawarah untuk mufakat;
7. terencana;
8. dapat dipertanggungjawabkan; dan
9. berbasis indikator kinerja, efektif dan efisien.

D. Sasaran

Sasaran pedoman ini adalah:

1. pimpinan;
2. dosen dan tenaga kependidikan;
3. mahasiswa; dan
4. pihak-pihak yang terkait dengan kerja sama.

E. Pengertian Umum

Dalam pedoman ini yang dimaksud dengan:

1. Kerja Sama adalah suatu rangkaian kegiatan yang terjadi karena ikatan formal antara UIN Sayyid Ali Rahmatullah Tulungagung dengan Pihak Luar untuk bersama-sama mencapai suatu tujuan tertentu yang dituangkan dalam bentuk tertulis;
2. Rencana Kerja Sama adalah usulan tertulis yang memuat rencana program/proyek/kegiatan yang akan dilakukan Kerja Sama;
3. Pihak Dalam Negeri adalah Pemerintah Daerah, Organisasi/Lembaga swadaya masyarakat serta Badan Usaha Milik Pemerintah Negara/Daerah, dan swasta;
4. Pihak Luar Negeri adalah Pemerintah Negara Bagian atau Pemerintah Daerah di Luar Negeri, Perserikatan Bangsa-bangsa termasuk Badan-badannya dan Organisasi/ Lembaga Internasional lainnya, Organisasi/ Lembaga swadaya masyarakat luar negeri serta Badan Usaha Milik Pemerintah Negara/Negara Bagian/Daerah di luar negeri, dan swasta di luar negeri;
5. Naskah Kerja Sama atau Memorandum Saling Pengertian atau dengan nama lainnya adalah naskah Kerja Sama yang ditandatangani oleh perguruan tinggi dengan Pihak Luar yang mengatur kedudukan para pihak, obyek Kerja Sama, tanggungjawab para pihak dalam Kerja Sama, penyelesaian sengketa Kerja Sama, serta hak dan kewajiban hukum para pihak yang bekerja sama;
6. Rektor adalah pemimpin dan penanggung jawab tertinggi di universitas atau institut di perguruan tinggi agama Islam;

BAB II JENIS, BENTUK, BIDANG DAN MITRA KERJASAMA

- A. Jenis kerja sama ini terdiri atas:
1. Kerja sama Dalam Negeri; dan
 2. Kerja sama Luar Negeri.
- B. Bentuk kerja sama terdiri atas:
1. Kerja Sama utama; dan
 2. Kerja Sama teknis.
- C. Bidang kerja sama terdiri atas:
1. Akademik; dan
 2. Non Akademik.
- D. Mitra kerja sama terdiri atas:
1. Dalam Negeri
 - a. kementerian/lembaga;
 - b. pemerintah daerah;
 - c. badan usaha, dunia industri; dan
 - d. organisasi kemasyarakatan.
 2. Luar Negeri
 - a. pemerintah negara asing;
 - b. organisasi internasional;
 - c. organisasi internasional non pemerintah; dan
 - d. lembaga pendidikan negara asing.
- E. Kerja sama bidang akademik antara lain:
1. Penyelenggaraan pendidikan, penelitian, dan pengabdian kepada masyarakat;
 2. Penjaminan mutu internal dan eksternal;
 3. Program kembaran (*twinning program*);
 4. Gelar bersama (*joint degree*);
 5. Gelar ganda (*double degree*);
 6. Non Gelar (*microcredential*);
 7. Pengalihan dan/atau pemerolehan angka kredit (*credit transfer program*);
 8. Penugasan dosen/tenaga kependidikan sebagai pembina pada perguruan tinggi yang membutuhkan pembinaan (program detasering);
 9. Pertukaran dosen/tenaga kependidikan dan/atau mahasiswa (*staff and student exchange*);
 10. Dosen tamu (*guest lecturer*);
 11. Pemanfaatan bersama sumber daya (*resource sharing*);
 12. Penerbitan jurnal ilmiah bersama (*joint publication*);

13. Kuliah Kerja Nyata/Kuliah Kerja Lapangan/atau nama lainnya;
14. Pemagangan (*internship*);
15. Penyelenggaraan seminar bersama (*joint seminar*);
16. Pengembangan sumber daya manusia; dan
17. Bentuk lain yang dianggap perlu.

F. Kerja sama bidang Non Akademik antara lain:

1. beasiswa, bantuan biaya pendidikan dan penelitian;
2. penjaminan produk halal;
3. pendayagunaan aset;
4. penggalangan dana;
5. kewirausahaan;
6. pemberdayaan, pembimbingan dan pendampingan masyarakat;
7. pengembangan bakat dan minat;
8. jasa dan *royalti* hak kekayaan intelektual;
9. jasa lembaga keuangan dan non perbankan; dan
10. bentuk lain yang dianggap perlu.

BAB III

PELAKSANAAN KERJASAMA

Tahapan kerja sama dilaksanakan melalui:

- a. penjajakan;
- b. pengkajian;
- c. pengesahan;
- d. pelaksanaan;
- e. pemantauan dan evaluasi; dan
- f. pelaporan.

Pelaksanaan kerja sama dikoordinasikan bidang yang menangani kerja sama. Dalam hal pelaksanaan kerja sama luar negeri harus melibatkan kantor internasional.

BAB IV DOKUMEN KERJASAMA

- A. Dokumen Kerja Sama utama paling sedikit memuat:
 - 1. tujuan;
 - 2. ruang lingkup;
 - 3. bentuk;
 - 4. pelaksanaan; dan
 - 5. jangka waktu;

- B. Dokumen Kerja Sama teknis paling sedikit memuat:
 - 1. tujuan;
 - 2. ruang lingkup;
 - 3. bentuk;
 - 4. hak dan kewajiban;
 - 5. pelaksanaan;
 - 6. pembiayaan;
 - 7. jangka waktu; dan
 - 8. penyelesaian sengketa.

BAB V
PENDANAAN KERJASAMA

- A. Pembiayaan pelaksanaan Kerja Sama dapat bersumber dari:
1. Anggaran Pendapatan dan Belanja Negara;
 2. Anggaran Badan Layanan Umum, dan/atau
 3. Sumber-sumber lain yang telah disepakati dalam Memorandum Saling Pengertian.
- B. Pembiayaan pelaksanaan Kerja Sama dapat bersumber dari:
1. Pihak Pertama;
 2. Pihak Kedua,
 3. Pihak Pertama dan Kedua; dan atau
 4. Pihak lain yang disepakati.

BAB VI
PENYELESAIAN PERSELISIHAN

Perselisihan dalam pelaksanaan Kerja Sama diselesaikan sesuai dengan Naskah Kerja Sama.

BAB VII
PEMBINAAN DAN PENGAWASAN

1. Pembinaan dan pengawasan kerja sama dilaksanakan oleh Rektor;
2. Pembinaan dan pengawasan sebagaimana dimaksud pada angka 1 meliputi perencanaan, pelaksanaan, pemantauan, evaluasi, dan pelaporan;

BAB VIII

PEMANTAUAN, EVALUASI DAN PELAPORAN

Para pihak melakukan pemantauan dan evaluasi pelaksanaan kerjasama:

- a. secara sendiri atau bersama-sama; dan
- b. sewaktu-waktu dan/atau berkala.

Pihak yang melakukan kerja sama melaporkan pelaksanaan kerja sama kepada rektor secara berjenjang sesuai dengan kewenangannya. Laporan disampaikan paling sedikit 1 (satu) kali dalam 1 (satu) tahun dan dalam jangka waktu paling lama 3 (tiga) bulan setelah Kerja Sama berakhir. Laporan paling sedikit memuat:

- a. pendahuluan;
- b. pelaksanaan kegiatan;
- c. realisasi anggaran;
- d. evaluasi; dan/ atau
- e. rekomendasi.

BAB IX PENUTUP

Panduan ini dijadikan acuan bagi Universitas Islam Negeri Sayyid Ali Rahmatullah Tulungagung dalam penyelenggaraan kerja sama dengan pihak lain.

LAMPIRAN

STANDARD OPERATING PROCEDURE (SOP) PROMOSI KERJASAMA

Tujuan:

Menjadi acuan dan pedoman dalam pelaksanaan promosi kerjasama dan memastikan bahwa proses persiapan promosi kerjasama dan pelaksanaan promosi berjalan baik dan lancar.

Ruang Lingkup:

Prosedur ini mencakup penajakan promosi kerjasama, persiapan promosi kerjasama, pelaksanaan promosi kerjasama serta evaluasi dan rekomendasi tindak lanjut hasil promosi kerjasama.

Definisi:

Promosi kerjasama merupakan kegiatan yang dilakukan sebagai upaya untuk memperluas informasi dan menambah kerjasama dengan pihak luar UIN Sayyid Ali Rahmatullah Tulungagung melalui *internasional office*.

Landasan Hukum:

- a. Undang-Undang No. 12 tahun 2012 tentang Pendidikan Tinggi;
- b. Peraturan Menteri Negara Pendayagunaan Aparatur Negara dan Reformasi Birokrasi Nomor 20 Tahun 2010 tentang Road Map Reformasi Birokrasi 2010-2014;
- c. Peraturan Menteri Negara Pendayagunaan Aparatur Negara dan Reformasi Birokrasi Nomor 7 Tahun 2011 tentang Pedoman Penyusunan Dokumen Usulan Reformasi Birokrasi;
- d. Peraturan Menteri Negara Pendayagunaan Aparatur Negara dan Reformasi Birokrasi Nomor 12 Tahun 2011 tentang Pedoman Penataan Tata Laksana (BusinessProcess);
- e. Keputusan Menteri Agama Nomor 168 Tahun 2010 tentang Pedoman Penyusunan SOP di Lingkungan Kementerian Agama;
- f. Peraturan Menteri Pendidikan Nasional Republik Indonesia Nomor 26 tahun 2007 tentang kerjasama Perguruan Tinggi di Indonesia dengan Perguruan Tinggi atau Lembaga lain di luar negeri;
- g. Peraturan Menteri Agama RI Nomor 40 Tahun 2022 tentang Penyelenggaraan Kerjasama pada Kementrian Agama.

Uraian Prosedur promosi kerjasama:

- a. International Office (IO) mengadakan komunikasi dengan pihak institusi luar dalam rangka pelaksanaan promosi kerjasama;
- b. Menentukan Jenis kerjasama yang bisa dikembangkan dengan calon mitra kerjasama yang dituju sebagai pertimbangan bahan promosi kerjasama;

- c. Membuat surat pelaksanaan promosi ke pihak calon mitra kerjasama yang telah ditentukan;
- d. Mengirimkan surat permohonan pelaksanaan promosi ke pihak calon mitra kerjasama sebagai lokasi promosi kerjasama;
- e. Setelah pihak calon mitra kerjasama merespon tawaran promosi dengan bukti surat balasan (Ya atau Tidak). Jika pelaksanaan promosi kerjasama disetujui, maka disusun jadwal dan pelaksanaan promosi ke calon mitra kerjasama;
- f. Pelaksanaan Promosi kerjasama;
- g. Evaluasi dan merekomendasikan tindak lanjut hasil promosi;

STANDARD OPERATING PROCEDURE (SOP) PENYUSUNAN NASKAH KERJA SAMA

Definisi:

1. Penyusunan merupakan suatu kegiatan memproses suatu data atau kumpulan data yang dilakukan oleh suatu organisasi atau perorangan secara baik dan teratur.
2. Naskah Kerja Sama adalah dokumen yang memuat pokok pikiran atau teknis pelaksanaan Kerja Sama yang diperjanjikan.

Ruang Lingkup:

Meliputi 2 (dua) naskah kerjasama yaitu:

1. Nota Kesepahaman/Memorandum of Understanding (MoU) adalah naskah yang berisi tentang kesepahaman dua belah pihak atau lebih atas suatu hal;
2. Perjanjian Kerjasama (PKS) adalah naskah yang berisi tentang kesepakatan bersama tentang objek yang mengikat antara kedua belah pihak atau lebih untuk melaksanakan tindakan atau perbuatan hukum yang telah disepakati bersama.

Landasan Hukum:

Undang-Undang No. 12 tahun 2012 tentang Pendidikan Tinggi;

1. Peraturan Menteri Negara Pendayagunaan Aparatur Negara dan Reformasi Birokrasi Nomor 20 Tahun 2010 tentang Road Map Reformasi Birokrasi 2010-2014;
2. Peraturan Menteri Negara Pendayagunaan Aparatur Negara dan Reformasi Birokrasi Nomor 7 Tahun 2011 tentang Pedoman Penyusunan Dokumen Usulan Reformasi Birokrasi;
3. Peraturan Menteri Negara Pendayagunaan Aparatur Negara dan Reformasi Birokrasi Nomor 12 Tahun 2011 tentang Pedoman Penataan Tata Laksana (BusinessProcess);
4. Keputusan Menteri Agama Nomor 168 Tahun 2010 tentang Pedoman Penyusunan SOP di Lingkungan Kementerian Agama;
5. Peraturan Menteri Pendidikan Nasional Republik Indonesia Nomor 26 tahun 2007 tentang kerjasama Perguruan Tinggi di Indonesia dengan Perguruan Tinggi atau Lembaga lain di luar negeri;
6. Peraturan Menteri Agama RI Nomor 40 Tahun 2022 tentang Penyelenggaraan Kerjasama pada Kementerian Agama.

Kualifikasi / Posisi Pelaksana:

Pengguna SOP ini adalah:

1. Rektor
2. Dekan
3. Ketua lembaga dan Kepala Pusat/Unit
4. Bagian Kerjasama

5. Ketua/Koordinator Program Studi
6. Mitra Kerja Sama
7. Mahasiswa

Pelaksana SOP ini adalah:

1. Rektor
2. Wakil Rektor 3
3. Kepala Biro AUPK
4. Dekan
5. Wakil Dekan 3
6. Bagian Kejasama
7. Mitra Kerja Sama
8. Mahasiswa

Prosedur dan Flowchart:

- A. Nota Kesepahaman/Memorandum of Understanding (MoU)
 1. Pengusul membuat surat pengantar permohonan peninjauan (review) draft Nota Kesepahaman/MoU yang ditujukan kepada Rektor;
 2. Rektor mendisposisi kepada Wakil Rektor III dan Biro AUPK untuk ditindaklanjuti;
 3. Wakil Rektor III bersama Biro AUPK dan bagian kerjasama melakukan peninjauan (review) draft Nota Kesepahaman/MoU dengan cara mempelajari dan mengecek setiap pasal dalam draf MoU;
 4. Draft Nota Kesepahaman/MoU diserahkan kepada Rektor untuk mendapatkan persetujuan;
 5. Draft Nota Kesepahaman/MoU siap untuk ditanda tangani.

- B. Perjanjian Kerja Sama / PKS:
 1. Pengusul membuat surat pengantar permohonan peninjauan (review) draft Perjanjian Kerja Sama / PKS yang ditujukan kepada Dekan/Ketua Lembaga/Kepala unit kerja;
 2. Dekan mendisposisi kepada Wakil Dekan III untuk menindaklanjuti;
 3. Wakil Dekan III dan Ketua Lembaga/Kepala Unit Kerja melakukan croscek ke bagian kerjasama terkait legalitas MoU;
 4. Wakil Dekan III dan Ketua Lembaga /Kepala Unit Kerja bersama-sama bagian kerjasama atau tim yang ditunjuk melakukan peninjauan (review) terhadap draft Perjanjian Kerja Sama dengan cara mempelajari dan mengecek setiap pasal dalam draf Perjanjian Kerjasama;
 5. Draft Perjanjian Kerjasama / PKS siap untuk ditanda tangani.

STANDARD OPERATING PROCEDURE (SOP) AUDIENSI RINTISAN KERJA SAMA

Definisi

Audiensi rintisan kerja sama adalah serangkaian kegiatan yang dilakukan untuk melakukan rintisan kerja sama Universitas Islam Negeri Sayyid Ali Rahmatullah Tulungagung dengan mitra kerjasama.

RUANG LINGKUP:

1. Program Unggulan universitas
2. Prosedur Pelaksanaan Kerjasama
3. Format Naskah MoU

LANDASAN HUKUM

1. Undang-Undang No. 12 tahun 2012 tentang Pendidikan Tinggi;
2. Peraturan Menteri Negara Pendayagunaan Aparatur Negara dan Reformasi Birokrasi Nomor 20 Tahun 2010 tentang Road Map Reformasi Birokrasi 2010-2014;
3. Peraturan Menteri Negara Pendayagunaan Aparatur Negara dan Reformasi Birokrasi Nomor 7 Tahun 2011 tentang Pedoman Penyusunan Dokumen Usulan Reformasi Birokrasi;
4. Peraturan Menteri Negara Pendayagunaan Aparatur Negara dan Reformasi Birokrasi Nomor 12 Tahun 2011 tentang Pedoman Penataan Tata Laksana (*BusinessProcess*);
5. Keputusan Menteri Agama Nomor 168 Tahun 2010 tentang Pedoman Penyusunan SOP di Lingkungan Kementerian Agama;
6. Peraturan Menteri Pendidikan Nasional Republik Indonesia Nomor 26 tahun 2007 tentang kerjasama Perguruan Tinggi di Indonesia dengan Perguruan Tinggi atau Lembaga lain di luar negeri;
7. Peraturan Menteri Agama RI Nomor 40 Tahun 2022 tentang Penyelenggaraan Kerjasama pada Kementerian Agama.

KUALIFIKASI

1. Memiliki kemampuan komunikasi yang baik dalam pelayanan
2. Mengetahui tentang proses pembuatan nota kesepakatan dan perjanjian kerja sama
3. Mengetahui keunggulan-keunggulan kerjasama

PROSEDUR

1. Proses Persiapan

Menghubungi mitra yang akan dikunjungi. Menyiapkan bahan yang digunakan dalam proses audiensi berupa leaflet, brosur, website, social media yang menjelaskan keunggulan-keunggulan lembaga sebagai bahan untuk melakukan proses.

2. Proses Pelaksanaan

Menunjuk *Person in Charge (PIC)* yang akan menginisiasi kerjasama dengan mitra. Mempresentasikan bahan yang menjelaskan keunggulan Lembaga kepada calon mitra.

3. Pembuatan Laporan

Membuat laporan dari hasil audiensi tentang kemungkinan kerja sama yang dapat dilakukan.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS ISLAM NEGERI SAYYID ALI
RAHMATULLAH TULUNGAGUNG
AND
<< PARTNER'S NAME >>**

PARTNER'S
LOGO

ON <<< PURPOSES OF THE PARTNERSHIP DOCUMENT >>>

This **Memorandum of Understanding** is executed

BETWEEN

UIN SAYYID ALI RAHMATULLAH TULUNGAGUNG (hereinafter referred to as “**UIN SATU**”), an institution of higher education established under The Republic of Indonesia Ministry of Religious Affairs of through the Presidential Decree No. 40/2021 whose address is located at Jalan Mayor Sujadi No. 46, Kudus, Plosokandang, Kabupaten Tulungagung, East Java, Republic of Indonesia and shall include its lawful representatives and permitted assigns

AND

PARTNER'S NAME (hereinafter referred to as “**ABBREVIATION OF PARTNER'S NAME**”), a description of partner's profile ;

(Hereinafter referred to singularly as “the Party” and collectively as “the Parties”)

WHEREAS

- A. UIN Sayyid Ali Rahmatullah Tulungagung is an established public university in Indonesia which strives to enhance its Tri Dharma philosophy i.e (Research, Teaching, and Capacity Building) of University in order to be able to compete nationally and internationally and has entered into various collaborative arrangements with others to enhance its academic links and cooperation.
- B. Xxxx belongs to the partners is an established xxxx with a track record of educational excellence and research and with a dynamic programme of

collaborative arrangements with many international counterparts.

- C. C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

NOW THIS MOU WITNESSES AS FOLLOWS:

ARTICLE 1: OBJECTIVE

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 in each party's country, shall endeavor to strengthen, promote and develop academic, cultural and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2: AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote international academic cooperation in the following areas :
- a) institutional exchanges between faculty and staff from each partner institution;
 - b) acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research;
 - c) organize of symposiums, conferences, short courses and meetings on research issues;
 - d) exchange of information pertaining to developments in teaching, student development and research institutions;
 - e) mutually promote information and activities of the other Party within the scope of the Memorandum of Understanding on their respective websites (subject to prior written approval for the use of any logos or trademarks); and

- f) cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements 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 disputes”.

ARTICLE 3: FINANCIAL ARRANGEMENTS

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

ARTICLE 4: EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties’ intentions and does not constitute or create, any legally binding or enforceable obligations, express or implied, under domestic or international law.

ARTICLE 5: 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 6: ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, then the date of the later signature.

- 6.2 This Memorandum of Understanding shall remain in effect for a period of THREE (3) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed upon in writing by both parties.

ARTICLE 7: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 8: NOTICES

Any communication under this Memorandum of Understanding shall be in writing in the English and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of Universiti Teknologi MARA or the UIN SATU, 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 other Party 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 : UNIVERSITAS ISLAM NEGERI SAYYID ALI
RAHMATULLAH TULUNGAGUNG**

Address : UIN SATU TULUNGAGUNG
Jalan Mayor Sujadi No. 46, Kudus, Plosokandang, Kabupaten
Tulungagung, East Java, Republic of Indonesia

Attention : The Office of International Services UIN SATU

Tel. : +62355 321513

Fax : +62355 321656

e-mail : international@uinsatu.ac.id

To : PARTNER'S INFORMATION :

Address :

Attention :

Tel. :

Fax :

e-mail :

IN WITNESS WHEREOF this Memorandum of Understanding has been duly signed in duplicate at _____ on this _____ day of April in the year 2023

Signed By
For and on behalf of
**UNIVERSITAS ISLAM NEGERI
SAYYID ALI RAHMATULLAH
TULUNGAGUNG,
TULUNGAGUNG, EAST JAVA,
INDONESIA**

Signed By
For and on behalf of

.....
Prof. Dr. H. Abd. Aziz ,M.Pd.I

Rector

Date:

Witnessed by :

.....

.....

Date:

Witnessed by :

Prof. Dr. Syamsun Niam, M.Ag
(Vice Rector of Student Affairs,
Alumni and Partnership)

.....



**MEMORANDUM OF AGREEMENT
BETWEEN
UNIVERSITAS ISLAM NEGERI
SAYYID ALI RAHMATULLAH
TULUNGAGUNG
TULUNGAGUNG, INDONESIA
AND
PARTNER'S NAME
IN THE AREA OF
<<< NAME OF THE AREA >>>**

**PARTNER'S
LOGO**

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT/ AGREEMENT IN THE AREA OF LECTURE AND STAFF EXCHANGE (hereinafter referred to as/ hereinafter called as/hereinafter known as **"MoA/this Agreement"**) is made this XX day of XXXX, 202X ;

BETWEEN

UNIVERSITAS ISLAM NEGERI SAYYID ALI RAHMATULLAH TULUNGAGUG, a Public Islamic University under coordination of The Republic of Indonesia Ministry of Religious Affairs established under Peraturan Presiden Republik Indonesia Nomor 40 Tahun 2021 Tentang Universitas Islam Negeri Sayyid Ali Rahmatullah Tulungagung / The Republic of Indonesia Presidential Decree Number 40 Year 2021 About Universitas Islam Negeri Sayyid Ali Rahmatullah Tulungagung and having its official address at Universitas Islam Negeri Sayyid Ali Rahmatullah Tulungagung, Jalan Mayor Sujadi Timur 46, Kudus, Plosokandang, Kedungwaru, Tulungagung, East Java Province, Indonesia,(hereinafter referred to as **"UIN SATU"**), of the first/one part;

AND

PARTNER'S INSTITUTION, Partner's description an institution of higher learning established under (hereinafter referred to as **'PARTNER'S PREFERENCES'**), of the second/ two part;

(UIN SATU and PARTNER PREFERENCES may be referred to individually as “**the Party**” and collectively as “**the Parties**”).

WHEREAS:-

- A. UIN SATU is an established Public Islamic University which strives to enhance and strengthen its global collaboration in the area of scientific and knowledge, capability in research, community services, and gained experience knowledge, global experience, research, development and publication and also taken various initiatives to complement its excellence.
- B. PARTNER’S PREFERENCES ... partner description
- C. Following discussions between the Parties, which intended to establish collaboration and explore opportunities to develop, support and enrich the research activities, educational programs and training in their respective fields of expertise, thus creating synergistic benefits to both Parties.
- D. In achieving the above-mentioned objectives, the Parties are desirous of formalizing this collaboration by entering into this MoA/Agreement subject to the terms and conditions as stipulated herein.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Wherever used in this MoA/Agreement unless the context shall otherwise require, the following expressions shall have the following meanings:-

“Agreement” means this MoA/Agreement, the terms and conditions herein, including its Schedules and any amendments to the same as may be agreed to in writing by the Parties from time to time;

“Business Day” means on a day other than a Saturday, Sunday, bank or other public holiday in Malaysia;

“Confidential Information” means any and all devices, data, graphics, software programmes, specifications, samples, drawings, data, documents or information in whatever form that is 1) disclosed by one Party to another Party during the term of this Agreement and for the purpose of performing the

Research Project; and 2) marked as “proprietary” or “confidential” or accompanied by a writing identifying as such;

“Day” or “Days” means any calendar day of any week of any Year;

“Effective Date/Commencement Date” refers to the date of execution of this MoA/Agreement by the last of the Parties to sign below;

“Force Majeure” means any cause affecting the performance of this said Agreement arising from or attributable to any acts, extraordinary events or circumstance beyond the control of the parties to perform and in particular but without limiting the generality therefore shall include war, strike, riot, crime, locks-outs, industrial action, civil commotion, invasion, acts of terrors, fire, explosion, or an event described by the legal term as “Act of God’ such as storm, flood, earthquake, subsidence epidemic or other natural physical disaster;

“Intellectual Property” means:

- i) Inventions; manner, method or process of manufacture; method or principle of construction; or design; plan, drawing or design; or scientific, technical or engineering information or document;
- ii) Improvement, modification or development of any of the foregoing;
- iii) Patent, application for a patent, right to apply for a patent or similar right for or in respect of any intellectual Property referred to in paragraph (i) or (ii);
- iv) Trade secret, know-how, confidential information or right of secrecy or confidentiality in respect of any information or document or other intellectual Property referred to in paragraph (i) or (ii);
- v) Copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in paragraph (i) or (ii);
- vi) Registered and unregistered trademark, registered design, application for registration of a design, right to apply for registration of a design or similar rights for or in respect of any work referred to in paragraph (i) or (ii); and
- vii) Any other rights arising from intellectual activities in the scientific, literary or artistic fields;

Whether vested before or after the date of this Agreement and whether existing in Malaysia or otherwise and for the duration of the rights.

"Intellectual Property Rights" means all current and future legal and/or equitable rights in the Intellectual Property; dan

"Parties" means UINSATU and PARTNER'S including their successors, assign or and/or representative and *"Party"* means either one of them.

1.2 Interpretations

In this MoA/Agreement, references to Clauses and Schedules refer to clauses and schedules of this MoA/Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context;

- a. The headings and underlining in this MoA/Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
- b. Words importing the singular includes the plural and vice versa;
- c. Words importing a gender include any gender;
- d. An expression importing a natural person includes any Government, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- e. A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and are reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- f. A reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- g. A reference to a Party to any document includes that Party's successors and permitted assigns;
- h. Any reference to a "day", "week", "month" or "year" is a reference to a day, week, month or year in accordance with the Gregorian calendar;
- i. A "month" is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month (and reference to "months" shall be construed accordingly) save that, where any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day. If any such period starts on the last Business Day in a calendar month or if

there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that later month save as aforesaid;

- j. Any express statement of a right of a Party under this MoA/ Agreement is without prejudice to any other right of that Party expressly stated in this MoA or arising at law;
- k. All appendices and schedules to this MoA/Agreement shall form an integral part of this MoA/Agreement; and
- l. No rule of construction shall apply to the detriment of any Party by reason of that Party having control and/or was responsible for the preparation of this MoA/Agreement or any part thereof.

2. Objective of this MoA/Agreement

Memorandum of Agreement in << the name of a specific area >> is <<< descriptive area >>>, made by and/or at the first party or second party.

3. Scopes of MoA/Agreement

The Parties shall endeavour to assist and support each other in the collaboration for the following projects:

- (i) Visiting lectures;
- (ii) Joint lectures;
- (iii) Benchmarking Program;
- (iv) Visiting staffs;
- (v) Visiting students / students mobility; and
- (vi) Shortcourse or workshops program made by party or the parties ;

3.1 Implementation

The Parties agree that the implementation of this Memorandum of Agreement execute in the level of faculty / graduate school; or research centers; or community service center; or units stated by an official statement of implementation from the head of the respective faculty / graduate school; or research centers; or community service center; or units.

3.2 Official Statement of Implementation

The Parties agree, Official Statement of Implementation hereinafter added as annex which is an integral part of this Memorandum of Agreement contains as follows;

- (i) Brief Description of the project;
- (ii) Benefit of the project;

- (iii) Description of the impacted people;
- (iv) Project Timeline;
- (v) Financial Statement;

4. Financial Arrangement

All the actual cost occur for the implementation of this Memorandum of Agreement stated in the Official Statement of Implementation mentioned-above.

4.1 Financial Arrangement Principles

Financial Arrangement shall distribute under principle as follows;

- (i) Balance and Equal Principle;
- (ii) Respecting the Financial Policy and Regulation in both Malaysia and Indonesia;

4.2 Financial Arrangement Statement

The Parties agree, Financial Arrangement Statement hereinafter added as a part of the Official Statement of Implementation which is an annex and an integral part of this Memorandum of Agreement

5. Durations of the MoA/Agreement and Completion

5.1 This MoA/Agreement is deemed effective and/or commence on the date when the Parties enter and sign the Agreement, concurrent with the date of the Project start of the first activities (hereinafter referred to as the “**Commencement Date**”) performed under the said Project, and shall continue for a period of two years from the date (hereinafter referred to as the “**Completion Date**”), unless extended by the concern of both Parties or unless terminated earlier according to the provision of the Agreement.

5.2 Renewal or Extension of Term

(a) Notwithstanding the foregoing, this MoA/Agreement may be renewed or extend by written notice of the Parties. The Term may be renewed or extended upon mutual understanding between the Parties through notice within one (1) month before the expiration of the Term herein provided or earlier completion of all the agreed activities under this project, either Party may notify the other Party of its desire to further renew or extend the Term, whereupon the parties may enter a further term subject to mutually agreeable conditions for such extension.

- (b) The Parties shall negotiate in good faith (*bona fide*) in respect of any modification, variation or amendment to this MoA/Agreement for any Term renewed and extended, and any such modification, variation or amendment of this MoA/Agreement shall have legal effect and force only where the same has been reduced in writing and executed by the Parties.

6. Obligations of the Parties

In consideration of the covenants herein, the Parties agree that their respective obligations under this MoA/Agreement shall be as follows:

- (i) facilitating the parties need for visiting lecture;
- (ii) facilitating the parties need for joint lecture;
- (iii) facilitating the parties need for benchmarking;
- (iv) facilitating the parties need for visiting staffs;
- (v) facilitating the parties need for visiting students / student mobility;
- (vi) facilitating the parties need for Shortcourse or workshops program made by party or the parties

Detailed Obligation of each party will be state in Official Statement of Implementation.

7. Confidentiality

7.1 Neither Party shall at any time publish or, disclose to any third party, the contents of this MoA/Agreement or any Confidential Information of the other Party, acquired pursuant to this MoA/Agreement without the written consent of the other Party.

7.2 The Parties hereto acknowledge that in the event of any breach of this clause 3 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this clause 3 in addition to all other remedies available to the disclosing Party in law.

8. Right To Publish

The data and information accruing from this MoA/Agreement, which are of academic importance for the enrichment of knowledge, may be published by in accordance with and UINSATU policy.

9. Relationship of The Parties

Nothing in this MoA/Agreement shall be construed as establishing or creating

a partnership or a relationship of master and servant between any of the Parties hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

10. Public Statement

Both Parties agree that no public statement shall be made on this MoA/Agreement, or in relation to any products, processes or inventions developed as a result of this MoA/Agreement unless approved first by both Parties.

11. Name, Official Emblem and Logo

11.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

11.2 Any use of the Brand Materials for the purposes stated in clause 12.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

12. Termination

12.1 Expiration of MoA/Agreement

(a) This MoA/Agreement shall automatically terminate, when the duration of the MoA/Agreement has expired on the expiry date, and in the event of any extension of the MoA/Agreement, expiry date shall be effective on the extended expiry period.

(b) Upon the expiry of the MoA/Agreement, UNIMAS shall notify the UINSATU through written notice regarding the official expiry of the MoA/Agreement.

(c) Subject to 12.1 (b), on the expiry of the MoA/Agreement, both parties agree that there shall be estopped from claiming any interest from the estopped MoA/Agreement.

12.2 Early Termination of MoA/Agreement

(a) Either Party may terminate this MoA/Agreement by giving THREE (3) months prior written notice to the other Party if it considers that no further purpose would be served by continuing with the Project. Party may only give such notice of termination, after full discussion and obtain

approval from both parties to terminate the MoA/Agreement.

12.3 Termination in the event of Default.

- (a) Either Party may terminate this MoA/Agreement at any time by giving written notice to the other Party, in the occurrence of the event, at any time during the MoA/Agreement, if another Party commits any breach of its obligations under this Agreement ("The Defaulting Party") capable of remedy, the breach is not remedied within THIRTY DAYS (30) days, after the other party ("The Aggrieved Party") identifies the breach and requires its remedy.

13. Intellectual Property Rights

- 13.1 The intellectual property rights shall be enforced in conformity with the Malaysia and the Indonesia laws, rules and regulations of the Parties and with agreements signed by both Parties.
- 13.2 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.
- 13.3 The Parties shall not by themselves or through any third party, do any act which will infringe any of the other Party's Intellectual Property Rights.
- 13.4 Each Party shall be the owner of all and any existing Background Intellectual Property in existence at the date of this MoA/Agreement and subject to this MoA/Agreement each Party agrees not to use any of the Background Intellectual Property belonging to the other Party except for the purpose of this MoA/Agreement.
- 13.5 The Parties acknowledge that the Project Intellectual Property rights may arise from the implementation of the project.
- 13.6 Each Party grants the others a royalty-free, non-exclusive licence for the duration of the Project to use its Background Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 13.7 Each Party shall promptly disclose to the other(s) all Project Intellectual Property generated by it and each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Project Intellectual Property.
- 13.8 For clarity purposes, the proportion of any Project Intellectual Property will only be determined by the Parties after the completion of the Project, taking into consideration the financial and technical contributions of the Parties

concerned to the development of the respective Project Intellectual Property and the Parties will enter into a separate agreement pertaining the same.

- 13.9 Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Project Intellectual Property generated in the course of the Project for academic and research purposes.
- 13.10 If any Party (the "Exercising Party") requires the use of Background Intellectual Property of any other (the "Other Party") in order to exercise its rights in the Projects Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Projects Intellectual Property. The Exercising Party and the Other Party shall negotiate in good faith and agree on the reasonable terms for the grant of the license of the Other Party's Background Intellectual Property to the Exercising Party.
- 13.11 The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.
- 13.12 The Parties hereby agree that all output resulting from the Project (including asset and inventory) shall be remained in the possession of the respected Parties for the duration of two (2) years after project completion to allow for further monitoring or inspection (if necessary).
- 13.13 In the event UNIMAS and/or UINSATU intend to commercialize the New Intellectual Property, the Parties agree that a separate agreement shall be determined.
- 13.14 Party who fails to obey or breach the said provision, shall be liable for infringement under the intellectual property law which enforced by the Intellectual Property Corporation of Malaysia ("MyIPO") and Hak Kekayaan Intelektual - Intellectual Property Right of Indonesia (HAKI)..

14. Liability And Indemnity

- 14.1 Except in cases of indemnity, fraud, wilful misconduct, death, bodily injury and damage to real property and tangible personal property for which liability shall not be excluded or limited, each party's liability to the other party under or in connection to this MoA/Agreement shall be limited to the amount of any direct loss or damages arising from the acts or omissions or otherwise breach of this MoA/Agreement by the breaching parties or its

employees or agents.

14.2 Subject to the above paragraph and other than as expressly provided in this MoA/Agreement, in no event will either party liable to the other for:

- (a) any loss of revenues, profits, contracts, business or anticipated savings;
- (b) indirect or consequential damages whether arising from negligence, breach of this MoA/Agreement or howsoever;
- (c) loss of goodwill or reputation;
- (d) wasted management or staff time; and /or
- (e) any special or indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, suffered or incurred by a Party arising out of or in connection with this MoA/Agreement whether or not such losses were within the contemplation of the Parties at the date of this MoA/Agreement.

14.3 The Parties acknowledged and agree that in the event of a material breach of the MoA/Agreement by either Party, the non-defaulting Party shall endeavour to do all things as may reasonably be necessary to mitigate any losses that it may suffer pertaining such breach.

15. Notices

15.1 Any notice given or served between the Parties under this MoA/Agreement shall be in writing and sufficiently given or served and shall be delivered by hand, by registered mail or by facsimile to the addresses of facsimile numbers specified below.

If to UNIVERSITAS ISLAM NEGERI SAYYID ALI RAHMATULLAH
TULUNGAGUNG

The Office of International Services UINSATU

Rector Office Building 3rd floor

Jalan Mayor Sujadi Timur No 46, Kudus, Plosokandang, Kedungwaru

Tulungagung, East Java Province

Indonesia

Attn: Head of the Office of International Services

Tel: +62355 321513

Fax: +62355 321656

If to UNIMAS

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

<< PARTNER'S NAME>>>
<< PARTNER'S ADDRESS>>>

Notice will be deemed given:

- a) in the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;
- b) in the case of posting, fourteen (14) days after the time of posting; and
- c) in the case of facsimile, upon completion of transmission during the usual working hours of the Parties and transmitted with the receipt of the appropriate answer back or transmission contact report.

15.2 In the event of change of address occurring in respect of either Party aforesaid, the Party in question shall advise the other Party in writing of its new address to be used for the purposes of this Clause.

16. Governing law

This MoA/Agreement shall be construed and interpreted in accordance with the laws of Malaysia.

17. E-Communication

The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

18. Force Majeure

18.1 Save as provided in this Clause, in the event of the occurrence of an event of Force Majeure neither Party shall be liable whether by way of indemnity or otherwise to the other if it is unable to perform its respective obligations under this MoA/Agreement.

18.2 Either Party hereto shall notify the other in writing of the occurrence of any event of Force Majeure and of the cessation of such event.

18.3 In the event that the event of Force Majeure shall result in either UIN SATU or PARTNER'S being unable to perform its obligations hereunder, the obligations of the Parties shall not be terminated but shall be suspended for

a maximum of thirty (30) days during which the Parties hereto shall assess the damage or delay brought about by the Force Majeure and take all reasonable steps to mitigate any loss, damage, delay or interruption to their obligations under this MoA/Agreement and where it is still reasonable for UINSATU or PARTNERS to continue with the performance of its obligations under this MoA/Agreement, the Parties shall agree to new terms and conditions and in the event the Parties fail to agree to the new terms and conditions, this MoA/Agreement shall terminate.

18.4 Notwithstanding Clause 18.3, in the event that either of the Parties is of the opinion that the event of Force Majeure is of such degree of severity as to render the performance of their obligations under this MoA/Agreement as impossible or impracticable such Party may opt to terminate this MoA/Agreement by written notice to the other specifying the date upon which the termination is to take effect.

19. Revision, Modification and Amendment

Either Party may request in writing a revision, modification or amendment of all or any part of this MoA/Agreement. Any revision, modification or amendment agreed to by the Parties shall be reduced in writing and shall form part of this MoA/Agreement. Such revision, modification and amendment shall come into effect on such date as may be determined by the Parties. Any revision, modification and amendment will not prejudice the rights and obligations arising from or based on this MoA/Agreement prior or up to the date of such revision, modification or amendment.

20. Invalidity and Severability

If any provision of this MoA/Agreement is declared by any judicial or other competent authority to be void, illegal or unenforceable, it shall be deemed to be deleted from this MoA/Agreement and the remainder of the MoA/Agreement shall remain in full force and effect as if such provision had not originally been contained in this MoA/Agreement. In the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

21. Dispute Settlement

21.1 If there is a dispute between the Parties, then:

(a) The Parties must discuss the dispute initially with a view to settling the

dispute amicably; or

- (b) In the event the Parties are unable to agree on any settlement or arrangement, either Party may take the dispute to a court of law.

22. Waiver

No failure, delay or indulgence on the part of any of the parties to this MoA/Agreement relating to the exercise of any right, power, privilege or remedy provided under this MoA/Agreement shall operate as a waiver of such right, power, privilege or remedy nor shall any single or partial exercise of any right, power, privilege or remedy provided in the MoA/Agreement be deemed as a waiver.

23. Assignment

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

24. Stamp Duty and Disbursements

Stamp duty and any disbursements (if any) incurred in connection with this MoA/Agreement shall be borne and paid equally by the parties hereof.

25. Time

Time whenever mentioned in this MoA/Agreement shall be of the essence of this MoA/Agreement.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF UINSATU and PARTNER'S INSTITUTION hereunto have executed this Memorandum of Agreement on the year and date first above written:

SIGNED BY
for and on behalf of

SIGNED BY
for and on behalf of

**UNIVERSITAS ISLAM NEGERI
SAYYID ALI RAHMATULLAH
TULUNGAGUNG**

PARTNER'S NAME

Prof. Dr. H. Abd. Aziz, M.Pd.I
Rector

Name of the leader
Position of the leader

In the presence of:

In the presence of:

.....
Vice Rector of Student Affairs,
Alumni and Cooperation

NAME
POSITION