

To UIN ALAUDDIN:

**UNIVERSITAS ISLAM NEGERI (UIN)
ALAUDDIN, MAKASSAR INDONESIA**

Jalan H. M. Yasin Limpo No. 36 Samata Gowa
92113 South Sulawesi, INDONESIA
Fax : +624118221400

To KUPU SB:

**KOLEJ UNIVERSITI PERGURUAN UGAMA SERI
BEGAWAN**

KM 2. Jalan Raja Isteri Pengiran Anak Saleha,
Bandar Seri Begawan, BA 2111,
Brunei Darussalam.
Fax: +673-2225226

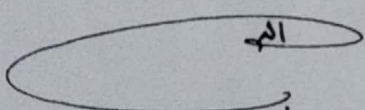
SIGNED IN DUPLICATE at Samata-Gowa South Sulawesi Indonesia on this 28th day of
Muharram in this year of 1438 Hijrah corresponding to this 29th day of October in this year of
2016, in the English Language, by the authorised signatories on behalf of the Participants.

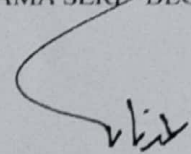
For and on behalf of

UNIVERSITAS ISLAM NEGERI (UIN)
ALAUDDIN MAKASSAR INDONESIA

For and on behalf of

KOLEJ UNIVERSITI PERGURUAN
UGAMA SERI BEGAWAN


Prof. Dr. Musafir, M.Si.
Rector

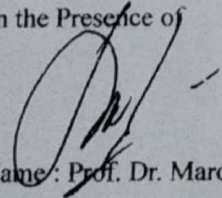

Dr. Hj. Adanan bin Hj Basar
Acting Ra'ees

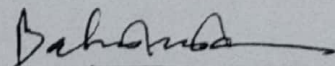
Dated :

Dated :

In the Presence of

In the Presence of


Name : Prof. Dr. Mardan, M.Ag.


Pg Anak Hj Damit Baharuddin bin
Pg Anak Safiuddin

Designation: Vice Rector of Academic Affairs

Designation: Acting Registrar

and/or solutions in any form, including but not limited to any document, information or data which designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Participant or if orally given, is given in the circumstances of confidence.

10.3 Both Participants agree that the provisions of this Article 10 will continue to be binding between the Participants notwithstanding the termination of this MoU

ARTICLE 11

NO AGENCY

Nothing contained herein is to be constituted a joint venture partnership or formal business organization of any kind between the Participant or so to constitute either Participant as the agent of the other.

ARTICLE 12

SETTLEMENT OF DISPUTES

Any difference or dispute arising out of the interpretation, implementation or application of the provisions of this MoU will be settled amicably by mutual consultation or negotiations between the Participants without reference to any third party or international tribunal.

ARTICLE 13

NOTICES

Any communication under this MoU will be in writing in the English language and delivered personally or sent by registered mail to the address of facsimile number of **UIN Alauddin of KUPU SB**, as the case may be, shown below or to such other address or facsimile number as either Participant may have notified the other Participants and will, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or facsimile number which is duly acknowledged:

ARTICLE 8

DURATION

This MoU will come into effect on the date of signing and will remain in force for a period of **FIVE (5)** years. This MoU may be extended on the basis of mutual interest of both Participant. Each Participant may terminate this MoU by giving the other Participant at least **three (3)** months prior written notice of that intention.

ARTICLE 9

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 The protection of intellectual property will be enforced in conformity with the respective nations laws, regulations and rules of the Participants and with the respective national laws, regulations and rules of the Participants and with their obligations under applicable international agreements
- 9.2 Notwithstanding anything in Article 9.1, above, the intellectual property rights in respect of join projects of researches being implemented or developed by virtue of this MoU, shall be jointly owned by the Participants in accordance with the provisional to be mutually decided upon.

ARTICLE 10

CONFIDENTIALITY

- 10.1 Each Participant will undertake to observe the confidentiality and secrecy of documents, information and other data received from of supplied to, the other Participant during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 10.2 For purposes of Article 10.1 above, such documents, information and data include any documents, information and data which is disclosed by a Participant (the Disclosing Participant) to the other Participant (the Receiving Participant) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other document, information, data

ARTICLE 5
EFFECT OF MOU

This MoU serves only as a record of the Participants' intentional and does not constitute or create, and is not intended to constitute or create obligations 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 6
AMENDMENTS

- 6.1 Either Participant may request in writing any amendment or modification of all or any part of this MoU
- 6.2 Any amendment or modification which has been decided to by both Participants will be reduced into writing and will form part of this MoU
- 6.3 Such amendment or modification will come into effect on such date as may be determined by the Participants
- 6.4 Any amendment or modification will not prejudice the rights and obligations arising from or based on this MoU prior or up to the date of such revision, modification or amendment.

ARTICLE 7
SUSPENSION

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

ARTICLE 2

SCOPE OF ACTIVITIES

The scope of this MoU includes:

- 2.1 This cooperation is applicable on the basis of serving the community, the nation and the religion based on the principles of equality and reciprocity of mutual benefits for the sake of the development of tertiary education in both countries, particularly in the Participants higher education system,
- 2.2 Both Participants will develop human resources through the three (3) missions of tertiary education which include
 - 2.2.1 teaching and learning
 - 2.2.2 research; and
 - 2.2.3 social responsibility
- 2.3 Both Participants, within their own rights, will mutually provide facilities and resources, beneficial for the implementation of this cooperation.

ARTICLE 3

IMPLEMENTATION

Any proposals for any form of cooperative work under this MoU between the Participants shall be detailed under separate agreements to be signed by both Participants.

ARTICLE 4

FINANCIAL ARRANGEMENTS

Any expenses or operational budget arising as a result of this MoU will be addressed on a case by case basis under a separate agreement and will be based on the responsibilities of each Participant involved in the cooperative work.

THIS MEMORANDUM OF UNDERSTANDING is made on the 28th day of Muharram, in this year of 1438 Hijrah corresponding to the 29th day of October, in this year of 2016

BETWEEN

UNIVERSITAS ISLAM NEGERI (UIN) ALAUDDIN MAKASSAR INDONESIA, a public university established under Presidential Regulation No. 27 1963, Minister of Religious Affairs Decree No. 79 (dated October 28, 1965), and Presidential Regulation No. 57, 2005, having its address at Jalan H. M. Yasin Limpo No. 36 Samata Gowa, Indonesia (hereinafter referred to as "UIN Alauddin") and will include its lawful representatives and permitted assigns on the one part;

AND

KOLEJ UNIVERSITI PERGURUAN UGAMA SERI BEGAWAN, a body corporate incorporated pursuant to the Kolej Universiti Perguruan Ugama Seri Begawan Order, 2008 and having its address at KM 2, Jalan Tutong, BA 2111, Bandar Seri Begawan, Brunei Darussalam hereinafter referred to as "KUPU SB") and will include its lawful representatives and permitted assigns of the other part;

(hereinafter referred to singularly as "the Participant" and collectively as "the Participants").

WHEREAS

The Participants are desirous of entering into this Memorandum of Understanding (hereinafter referred to as "MoU") to declare their respective intentions and to establish a basis of direct cooperation and collaboration in the fields of education, research, development of human and natural resources and environment, between the Participants upon the provisions as contained herein.

THE PARTICIPANTS HAVE REACHED the following understandings:

ARTICLE 1

OBJECTIVE

The objective of this MoU is to strengthen, promote and develop cooperation between the Participants and to enhance academic resources and potentials of both Participants based on equality and mutual benefits.

MEMORANDUM of UNDERSTANDING

between



KOLEJ UNIVERSITI PERGURUAN UGAMA
SERI BEGAWAN (KUPU SB)

And



UNIVERSITAS ISLAM NEGERI (UIN)
ALAUDDIN MAKASSAR
TAHUN 2016