



اَبُو سَنيقِي تِكْنُولُوجِي مَارَا
UNIVERSITI
TEKNOLOGI
MARA



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TEKNOLOGI MARA

AND

**INSTITUT AGAMA ISLAM NEGERI
(IAIN) PONTIANAK**

**ON FRIENDSHIP AND COOPERATION, PROMOTION OF MUTUAL
UNDERSTANDING, ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHT
AND PERSONNEL EXCHANGE**

This **Memorandum of Understanding** is executed on the 14th day of October
2022

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "**UiTM**"), an institution of higher learning established under the Universiti Teknologi MARA Act 1976 whose address is at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns;

AND

INSTITUT AGAMA ISLAM NEGERI PONTIANAK (hereinafter referred to as "**IAIN PONTIANAK**"), an institution of higher education established under the Ministry of Religious Affairs of The Republic of Indonesia with its correspondence address at Jalan Letjend Soeprapto No. 19 Pontianak, West Kalimantan, Indonesia and shall include its lawful representatives and permitted assigns;

(hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

- A. UiTM is an established university with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- B. IAIN Pontianak is an established public university in Indonesia situated in West Kalimantan Province which strives to enhance its Tri Dharma philosophy i.e (Research, Teaching, and Dedication in Society) university in order to be able to compete nationally and internationally.
- 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 endeavour 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 partner institution for periods of study and/or research;
 - c) organization of symposia, 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 organisation 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 language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **Universiti Teknologi MARA** or **IAIN Pontianak** 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 Universiti Teknologi MARA :

Address : Universiti Teknologi MARA Sarawak Kampus Samarahan 2
94300, Kota Samarahan Sarawak, Malaysia

Attention : Dr Mohd Syahiran Abdul Latif

Tel. : +6082 678 000

Fax :

e-mail : syahiran@uitm.edu.my

To Institut Agama Islam Negeri (IAIN) Pontianak:

Address : Jl. Letjend Soeprapto No. 19

Kel. Benua Melayu Darat, Kec. Pontianak Selatan

Kota Pontianak,

Kalimantan Barat 78121, Indonesia

Attention : Dr Ismail Roslan

Tel. : (+62) 561 740601

Fax : (+62) 561 734170

e-mail : humas@iainptk.ac.id

WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed by
for and on behalf of
UNIVERSITI TEKNOLOGI MARA



DATO' PROFESOR DR JAMIL BIN HAMALI
Rektor

Signed by
for and on behalf of
INSTITUT AGAMA ISLAM NEGERI PONTIANAK

DR. H. SYARIF, S.AG, M.A
Rector

Witnessed by:

Witnessed by:


**PROFESOR MADYA DR MOHAMMAD ISA BIN
MOHAMADIN**
Timbalan Rektor

DR. ISMAIL RUSLAN, M.SI
Vice Rector