



MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITAS ISLAM NEGERI WALISONGO SEMARANG
INDONESIA**

AND

**ISLAMIC COUNCIL OF YALA PROVINCE
THAILAND**

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



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS ISLAM NEGERI WALISONGO SEMARANG
INDONESIA

Number: 665/Un.10.0/R/HK.06.01/12/2023

AND
ISLAMIC COUNCIL OF YALA PROVINCE
THAILAND

This **Memorandum of Understanding** (hereinafter referred to as “**MoU**”) is made on December 22th, 2023

BETWEEN

UNIVERSITAS ISLAM NEGERI WALISONGO, INDONESIA, is a university whose address is at Jl. Prof. Hamka, Kampus 3, Ngaliyan, Semarang 50185, Indonesia, herein represented by its **Rector Prof. Dr. Nizar, M.Ag.** hereinafter referred to as “**UIN WALISONGO**” (Which expression shall where the context so admits mean and include its representatives, executors, administrators, successors-in-interest and assigns) of the **FIRST PARTY**.

AND

ISLAMIC COUNCIL OF YALA PROVINCE, THAILAND is an institution with address at: 76/1 M.1 T.Tasab A. Muang Ch. Yala 95000, Southern Thailand, hereinafter referred to as “**ISLAMIC COUNCIL OF YALA PROVINCE**” represented by its Chief Executive **KH. ALEE MATEH** of the **SECOND PARTY**.

(**UIN WALISONGO & ISLAMIC COUNCIL OF YALA PROVINCE** are herein after referred to as singularly as the “**Party**” and collectively as the “**Parties**”).

WHEREAS

- A. UIN WALISONGO is an established university with proven research and educational abilities, and with collaborative arrangements with many counterparts to share its expertise and enhance its academic links and cooperation.
- B. ISLAMIC COUNCIL OF YALA PROVINCE is an Islamic institution with a dynamic program.
- 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, THEREFORE, THE TWO PARTIES HERETO MUTUALLY AGREED TO BIND THEMSELVES TO THE FOLLOWING TERMS & CONDITIONS:

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 international and research cooperation 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 cooperation in the following areas:
 - a) International academic programs (non-degree);
 - b) Cooperation and the implementation of *Merdeka Belajar* (Freedom to Learn) - *Kampus Merdeka* (Independent Campus) programs;
 - c) Students' mobility (short course, community service, etc.); and
 - d) 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 express 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, and is not intended to constitute or create, obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, expressor implied.

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: REVISION, VARIATION, AND AMENDMENT

- 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 FIVE (5) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both parties.
- 6.4 If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum of Understanding shall conclude at the end of the specified period, or after activities in progress have concluded.

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 delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **UIN WALISONGO** or **ISLAMIC COUNCIL OF YALA PROVINCE**, 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 UIN WALISONGO:

Address : Jl. Prof. Hamka, Kampus 3, Ngaliyan, Semarang 50185,
Indonesia

Attention: Rector of UIN Walisongo Semarang

Email : ioffice@walisongo.ac.id

Tel. : +62 247604554

Fax : +62 247601293

To ISLAMIC COUNCIL OF YALA PROVINCE:

Address : 76/1 M.1 T.Tasab A. Muang Ch. Yala 95000, Southern Thailand

Attention : Timbalan Yang Dipertua Majlis Agama Islam Wilayah Yala

Email : Leepubak@gmail.com

Tel. : +66 73 720176, +66 73 720175

Fax : +66 73 720176

ARTICLE 9: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and in accordance with other international agreements signed by both Parties.
- 9.2 The use of the name, logo and/or official emblem of any of the Parties on any publications, document and/or paper is prohibited without the prior written approval of the Party.
- 9.3 Notwithstanding anything in paragraph 9.1 above, if the intellectual property rights in respect of any technological development, and any product and service development, were obtained:

- a) jointly by the Parties or if the research results were obtained through the joint activity or effort of the Parties, then these shall be jointly owned by the parties in accordance with terms to be mutually agreed upon; or
- b) solely and separately by a Party or if the research results were obtained through the sole and separate effort of the Party, then these shall be solely owned by the Party concerned.

ARTICLE 10: CONFIDENTIALITY

- 10.1 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.
- 10.2 For purposes of paragraph 10.1 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 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.
- 10.3 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 11: SUSPENSION

Each Party 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 Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 12: SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation or implementation of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the parties, without reference to any third party or national or international tribunal.

ARTICLE 13: SPECIAL PROVISIONS

- 13.1 This Memorandum of Understanding is solely for the benefit of the Parties hereto and no provision of this **MOU** shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this **MOU**.
- 13.2 Neither Party shall be liable for any failure to perform any of its obligations under this Memorandum of Understanding if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each Party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. The Party claiming a Force Majeure Event shall in all instances and to the extent it is capable of doing so use its best efforts to remove or remedy the cause thereof and minimize the economic damage arising there from providing such services to its other clients.
- 13.3 **UIN WALISONGO** and **ISLAMIC COUNCIL OF YALA PROVINCE** shall indemnify and keep indemnified and hold harmless each other during the continuance of this MOU against all claims, actions, proceedings by or against **UIN WALISONGO** and **ISLAMIC COUNCIL OF YALA PROVINCE** or damage, costs, expenses and any other loss whatsoever nature suffered by **UIN WALISONGO** and **ISLAMIC COUNCIL OF YALA PROVINCE** arising from or in any way attributable to any act, mission, neglect or default of **UIN WALISONGO** or **ISLAMIC COUNCIL OF YALA PROVINCE** or its representative or its employee(s).
- 13.4 This Memorandum of Understanding constitutes the entire Agreement between the Parties and shall prevail over any other communication whether written or oral relating to the subject matter hereof, if any. The Parties declare that they rely upon no representations, conditions, or warranties on the part of the other Parties except as herein contained.

ARTICLE 14: COUNTER PART

This Memorandum of Understanding is signed in two exact copies, one to be retained by each of the parties, and each to be regarded as equal and authentic.

IN WITNESS WHEREOF, the Undersigned, duly authorized representatives of Universitas Islam Negeri Walisongo, Indonesia and of **ISLAMIC COUNCIL OF YALA PROVINCE** respectively, have on behalf of the Parties, executed and signed this Memorandum of Understanding on the day, month and year first above mentioned.

Signed by for and on behalf
**UNIVERSITAS ISLAM NEGERI
WALISONGO SEMARANG,
INDONESIA**



PROF. Dr. H. NIZAR, M.Ag.
Rector

Date: 22 December 2023

Witnessed by:

**Dr. ACHMAD ARIEF BUDIMAN,
M. Ag.**
Vice Rector of Student Affairs and
Cooperation

Signed by for and on behalf
**ISLAMIC COUNCIL OF
YALA PROVINCE,
THAILAND**



KH. ALEE MATEH
Timbalan Yang Dipertua

Date: 22 December 2023

Witnessed by:

**DIDA NAGARA ANWAR SADAT,
S. Kom**
Member of PCINU Thailand

CONTACT PERSON:

UIN WALISONGO, INDONESIA:

Director of International Office: Nadiatus Salama, Ph.D.

+62 81390010177

ioffice@walisongo.ac.id

ISLAMIC COUNCIL OF YALA PROVINCE, THAILAND:

Timbalan Yang Dipertua: KH. Aleeh Mateh

+66 899749806

Leepubak@gmail.com