



MEMORANDUM OF UNDERSTANDING BETWEEN

UNIVERSITAS ISLAM NEGERI SUNAN GUNUNG DJATI, BANDUNG INDONESIA

AND

ERDOWSI UNIVERSITY OF MASHHAD, IRAN

BETWEEN

UNIVERSITAS ISLAM NEGERI SUNAN GUNUNG DJATI BANDUNG INDONESIA, a State Islamic University, established by the Ministery of Religious Affairs Number 56 of 1968 in Bandung, Indonesia and having its correspondence address at Jalan A.H. Nasution No. 105 Cibiru Bandung 40614, Indonesia (hereinafter referred to as "UIN BANDUNG") and will include its lawful representatives and permitted assigns on the other part;

AND

FERDOWSI UNIVERSITY OF MASHHAD, IRAN, having its correspondence address at Mashhad, Iran (hereinafter referred to as "FUM") and will include its lawful representatives and permitted assigns on the other part;

UIN BANDUNG and FUM shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS

- A. UIN BANDUNG an established state Islamic university which initially focused in Islamic studies and then expanded its area of studies into wider scientific areas. It strives to strengthen its research and educational abilities, and has entered into various collaborative arrangements with others to enhance its academic links and cooperation.
- B. FUM is an established university which strives to enhance and strengthen its core strengths in education, research, services and producer of the Islamic ummah human capital.
- C. The Parties desirous of entering 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.

THE PARTIES HAVE REACH AN UNDERSTANDING as follows:

ARTICLE I 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, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II AREAS OF COOPERATION

- 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 co-operation in the following areas:
 - a) exchange of students and/or staff;
 - b) joint academic programs;
 - c) joint research and development programs;
 - d) exchange of publication; and
 - e) any other areas of cooperation 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 disputes" as contained in Annexure 1 of this Memorandum of Understanding.

ARTICLE III FINANCIAL ARRANGEMENTS

- 1. This Memorandum of Understanding will not give rise to any financial obligation from one Party to the other.
- 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 of international law and will not give rise to any legal 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 **three (3)** years.
- 2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTIC LE VII NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of **UIN Bandung** or 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: UIN BANDUNG

Name

: Dr. H. Munir, MA

Position

: Head of International Office

Address

: UIN Sunan Gunung Djati Kampus I, Jalan A.H. Nasution No. 105

Kota Bandung, Jawa Barat, Indonesia

Email

: international office@uinsgd.ac.id / munir @uinsgd.ac.id

Telephone

: +62 87787604909

To: FUM

Name

: Dr. Hamidreza Danesh Nari

University Name

: Ferdowsi University of Mashhad

Position

: Vice-Director of the Global Engagement Office

Address

: Mashhad,Iran

Email

: intr@um.ac.ir

Telephone

: +98 9153558490

The foregoing record represents the understandings reached between UNIVERSITAS ISLAM NEGERI SUNAN GUNUNG DJATI BANDUNG INDONESIA and FERDOWSI UNIVERSITY OF MASHHAD, IRAN upon the matters referred to therein.

Signed in duplicate in Jakarta on this day of August in the year 2024 in two (2) original texts, written each in English and attached with duty stamps, all texts being equally authentic.

For and on behalf of

UNIVERSITAS ISLAM NEGERI SUNAN GUNUNG DJATI BANDUNG For and on behalf of

FERDOWSI UNIVERSITY OF MASHHAD. TRAN

PROF. DR.H. ROSIHON ANWAR, M.Ag.

Rector of

Universitas Islam Negeri Sunan Gunung

Djati Bandung

PROF. MASOUD MIRZAEI SHAHRABI

Rector

Ferdowsi University of Mashhad

ANNEXURE 1

ARTICLE 1 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 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 of the Parties in 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
 - 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 by 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 2 CONFIDENTIALITY

- 1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received form or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.
- 2. For purpose of paragraph 1 above, such documents, information and data included 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 Agreement, involving technical, business, marketing policy, know-how, planning, project management and other documents, information, data and/or solutions in any form 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 of 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 Agreement.

ARTICLE 3 SUSPENSION

Each Party reserves the right for the 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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE 4 SETTLEMENT OF DISPUTES

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