

MEMORANDUM OF UNDERSTANDING

BETWEEN

AZERBAIJAN UNIVERSITY OF LANGUAGES

AND

UNIVERSITAS ISLAM NEGERI SUMATERA UTARA MEDAN, INDONESIA

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

This **Memorandum of Understanding** (hereinafter referred to as "**MoU**") is executed

BETWEEN

Azerbaijan University of Languages (hereinafter referred to as "**ADU**") that was founded in 1973 and whose address is at 49, Bakı AZ1014, Azerbaijan and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITAS ISLAM NEGERI SUMATERA UTARA MEDAN, INDONESIA (hereinafter referred to as "**UIN Sumatera Utara Medan**"), An Islamic university whose address is at Jalan Williem Iskandar Pasar V Medan Estate 20371, Sumatera Utara, Indonesia and shall include its lawful representatives and permitted assigns;

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

WHEREAS

- A. ADU 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. UIN Sumatera Utara Medan 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.
- 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:

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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 international and research co-operation between the Parties on the basis of equality and mutual benefit in relation to academic cooperation and such.

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) organization of symposia, conferences, short courses and meetings on research issues;
 - d) exchange of information pertaining to developments in teaching, student development and research innovation and commercialisation; and
 - e) cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the cooperation in respect to 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, 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, express or implied.

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 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: REVISION, VARIATION AND AMENDMENT

- 7.1 Either party may request in writing a revision, variation or amendment of this Memorandum of Understanding.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

ARTICLE 8: 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 9: 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 Azerbaijan University of Languages or the Universitas Islam Negeri Sumatera Utara, 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 Azerbaijan University of Languages:

Address : AZERBAIJAN UNIVERSITY OF LANGUAGES
49, BAKI AZ1014, AZERBAIJAN
Attention :
Tel. : +994 12 421 22 31
Fax :
e-mail :

To Universitas Islam Negeri Sumetara Utara Medan:

Address : JALAN WILLEM ISKANDAR PASAR V MEDAN
ESTATE 20371, SUMATERA UTARA, INDONESIA
Attention : Prof. Dr. SAIDURRAHMAN, MA
Tel. : +62 (061) 6622925
Fax : +62 (061) 6622925
e-mail : humas@uinsu.ac.id

ARTICLE 10: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

10.1 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.

10.2 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.

10.3 Notwithstanding anything in paragraph 10.1 above, if the intellectual property rights in respect of any technological development, and any product and service development, were obtained –

- (i) 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
- (ii) 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 11: CONFIDENTIALITY

11.1 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.

11.2 For purposes of paragraph 11.1 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 /or solutions in any form, including but not limited to any document, information or data which is designated in writing 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.

11.3 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 12: 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 13: 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.

Signed by for and on behalf of

**AZERBAIJAN UNIVERSITY OF
LANGUAGES, AZERBAIJAN**

Signed by for and on behalf of

**UNIVERSITAS ISLAM NEGERI
SUMATERA UTARA MEDAN,
INDONESIA**



Rector

Date: 23rd NOVEMBER 2016

Witnessed by:



Rector

Date: 23rd NOVEMBER 2016

Witnessed by:

PROF. DR. AMROENI DRAJAT, MA.

Deputy Rector of Azerbaijan University of Languages
Deputy Rector III UIN Sumatera Utara Medan