

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE INSTITUTE OF ISLAMIC STUDIES**  
**NORTH SUMATERA, INDONESIA**  
**AND**  
**JAMIYAH SINGAPORE**

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**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this  
7<sup>TH</sup> JULY in the year 2013.

BETWEEN

**THE INSTITUTE OF ISLAMIC STUDIES NORTH SUMATERA** (also known as Institut Agama Islam Negeri Sumatera Utara), having its premises at No. 1, Medan 20235, North Sumatera, Indonesia, (hereinafter referred to as "IAIN SU");

AND

**JAMIYAH SINGAPORE** (ROS Number 870/1947 REL, Society Registration, UEN 56155055k, having its registered office at 31 Lorong 12, Geylang), that managed the **JAMIYAH EDUCATION CENTRE** having its registered office at 190 Changi Road, #04-01 (hereinafter referred to as "JEC");

(IAIN SU and JEC hereinafter referred to as "Parties")

Appreciating the importance of education as a factor in economic development as well as a means to further cultivate ties between their peoples; and

Believing that co-operation in the field of higher education would benefit both Parties;

THE PARTIES HEREBY AGREED as follows:-

**ARTICLE 1  
OBJECTIVE**

IAIN SU and JEC subject to the provisions of this MOU and rules and regulations in force from time to time governing in each institution, may seek to promote mutual cooperation to both Parties in higher education, training, research on the basis of equality and mutual benefit that may result in a joint effort in providing appropriate knowledge and experiences.

**ARTICLE 2  
AREAS OF COOPERATION**

Both Parties will, subject to rules and regulations in force governing from time to time or relating to the subject matter of this MOU endeavor to take the necessary steps to promote co-operation for the advancement of knowledge and intellectual development and to continue to encourage education links and exchanges as follows;

- a) JEC to own the exclusive rights on IAIN SU programmes in Singapore such as:
  - Diploma, Degree and Postgraduate Degrees in Islamic Studies
- b) JEC to promote and recruit students for IAIN SU programmes in Singapore.
- c) To encourage the exchange of experts and educational staff on programmes that will be of mutual benefit to both Parties.

- d) To encourage the development of bilateral programmes for students between institutions of educational excellence in higher education that will mutually benefit the Parties such as:
- i. Outdoor activities
  - ii. Debates
  - iii. Cultural exchange
- e) Carry out any other forms of co-operations as may be mutually agreed by both Parties.

### **ARTICLE 3 DURATION AND TERMINATION**

This MOU shall come into operation on the date of signature and shall remain in operation unless earlier terminated.

Notwithstanding anything in this Article, either Party may terminate this MOU by notifying the other Party of its intention to terminate this MOU by a notice in writing through diplomatic channels, at least three (3) months prior to its intention to do so.

### **ARTICLE 4 FINANCIAL ARRANGEMENTS**

The financial arrangements to cover the expenses for the cooperative activities undertaken within the framework of this MOU will be borne by each party unless otherwise agreed in writing by the Parties.

**ARTICLE 5**  
**CONFIDENTIALITY**

The Parties shall keep confidential the terms and conditions of this MOU, and other documents, information and other data received or supplied to the other Party during the period of implementation of this MOU of the cooperation under this MOU.

**ARTICLE 6**  
**SETTLEMENT OF DISPUTES**

Any differences or disputes between the Parties concerning the interpretation and/or application of any of the provision of the MOU shall be settled amicably through mutual consultation or negotiation between the Parties through diplomatic channels, without reference to any third party or international tribunal.

**ARTICLE 7**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

The protection of intellectual property rights in respect of any technological development, products and services by either Party under this MOU will be enforced in conformity with applicable laws of either country.

The use of the name, logo and/or official emblem of either Party on any publication, document and/or paper is prohibited unless written approval is obtained.

Notwithstanding anything contained in this Article, the intellectual property rights in respect of any technological development, products and services development, carried out:-



- i) 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 8 SUSPENSION**

Each Party may for reasons of national security, national interest, public order or public health suspend temporarily, either in whole or in part, the implementation of this MOU, which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

## **ARTICLE 9 REVISION, MODIFICATION AND AMENDMENT**

Either Party may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision modification or amendment agreed to by the Parties shall be reduced in writing and shall form part of this MOU. Such revision, modification or amendment shall come into effect on such date as may be determined by the Parties.

Any revision, modification or amendment will not prejudice the rights, benefits and commitments of the Parties arising from or based on this MOU prior or up to the date of such revision, modification or amendment.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the respective institutions, have signed the present MOU.

Done at JAMİYAH, SINGAPORE

On the 7<sup>TH</sup>, day of JULY in the year 2013

SIGNED for and on behalf of the ]  
STATE INSTITUTE OF ISLAMIC ]  
STUDIES NORTH SUMATERA ]



Prof. Dr. A. Fadhil Lubis  
Rector  
STATE INSTITUTE OF ISLAMIC  
STUDIES NORTH SUMATERA

In the presence of:

Drs. Hambali Adlan MMn  
STATE INSTITUTE OF ISLAMIC  
STUDIES NORTH SUMATERA

SIGNED for and on behalf of the ]  
Jamiyah Education Centre ]  
]



Nora Rustham  
Executive Director  
Jamiyah Education Centre

In the presence of:

Mohd Yunos Bin Shariff  
Vice-President III