

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI TEKNOLOGI MARA**

**AND**

**INSTITUT AGAMA ISLAM NEGERI SAMARINDA**

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

This **Memorandum of Understanding** is executed on 18 March 2021

**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 SAMARINDA** (hereinafter referred to as “**IAIN Samarinda**”), a university whose address is at Jl HM Rifaddin Samarinda, Kalimantan Timur 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 Samarinda is an established university which strives to strengthen its research and educational abilities, and has entered into various collaborative arrangements with others to 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:**

### **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 the Institut Agama Islam Negeri Samarinda 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 Cawangan Sarawak  
94300 Jalan Meranek, Kota Samarahan, Sarawak

Attention : Dr Hadenan Taupek

Tel. : +6019 859 1904 e-mail : hadenan298@uitm.edu.my

##### **To Institut Agama Islam Negeri Samarinda**

Address : Jl HM Rifaddin Samarinda, Kalimantan Timur Indonesia

Attention : Dr. Umar Fauzan

e-mail : dr.umarfauzan@gmail.com

**IN 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**



**PROF. DATO DR.  
JAMIL HJ. HAMALI**

Rector  
Universiti Teknologi MARA  
(Sarawak Branch)

Signed by  
for and on behalf of  
**INSTITUT AGAMA ISLAM NEGERI  
SAMARINDA**



**PROF. DR. MUKHAMAD ILYASIN**

Rector

Witnessed by:



**PROF. DR. FIRDAUS  
ABDULLAH**

Deputy Rector  
Universiti Teknologi MARA  
(Sarawak Branch)

Witnessed by:



**DR. H.M. ABZAR D.**

Vice Rector



**NOTA KESEPAHAMAN**  
(Memorandum of Understanding)



ANTARA

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

DENGAN

**YAYASAN PUSAT PENYELARASAN TADIKA KAWASAN SELATAN THAILAND  
(PERKASA)**

Nomor: B- /In.18/1/HM.01/07/2018

Nomor: 028/PERKASA/VII/2018

Dengan Rahmat Allah SWT, dan dengan dilandasi oleh keinginan bersama untuk saling mendukung upaya peningkatan kualitas sumber daya manusia melalui pengembangan institusi pendidikan, penelitian, dan pengabdian kepada masyarakat, maka pada hari ini, Selasa tanggal 31 bulan Juli Tahun dua ribu delapan belas (2018) di Institut Agama Islam Negeri (IAIN) Samarinda, kami:

1. **Dr. H. Mukhamad Ilyasin, M.Pd** : Rektor Institut Agama Islam Negeri (IAIN) Samarinda beralamat Kampus II Jln. HAM. Rifaddin Samarinda Seberang, Kalimantan Timur Indonesia 75131

selanjutnya disebut **PIHAK PERTAMA.**

2. **Dr. Abdul Muhaimin Salaeh** : Ketua Yayasan Pusat Penyelarasan TADIKA kawasan Selatan Thailand (PERKASA), beralamat M.1 T. Talubok, A. Muang Ch. Pattani 94000 adalah sebuah yayasan pendidikan yang didirikan pada tahun 1997 yang beroperasi dengan Surat Keputusan Kementrian Kerajaan Thailand No. PN 69/2553

Selanjutnya disebut **PIHAK KEDUA.**

## **MENYATAKAN**

BAHWA, PIHAK PERTAMA DAN PIHAK KEDUA sepakat dan setuju mengikatkan diri dalam bentuk kesepakatan kerjasama dengan tujuan dan ketentuan sebagai berikut:

### **Pasal 1 Tujuan Kerjasama**

Kerjasama antara PIHAK PERTAMA dan PIHAK KEDUA ini bertujuan untuk:

1. Meningkatkan kemampuan institusional PIHAK PERTAMA dan PIHAK KEDUA dalam mengembangkan program pendidikan profesional dalam kegiatan belajar mengajar, penelitian, dan pengabdian kepada masyarakat.
2. Mengembangkan akses pertukaran informasi ilmiah dan teknologi serta informasi lain, baik yang berhubungan dengan kerjasama ini maupun dalam rangka pengembangan yang lebih luas atas dasar saling menguntungkan.
3. Bekerjasama dalam pengembangan program studi, pertukaran pelajar, pertukaran guru, pertukaran staf, dan kegiatan ilmiah seperti diskusi, saminar, dan sebagainya.

### **Pasal 2 Lingkup Kegiatan Kerjasama**

1. Kesepahaman kerjasama ini merupakan persetujuan induk yang memuat dasar-dasar kerjasama antara **PIHAK PERTAMA** dan **PIHAK KEDUA** dalam kegiatan mewujudkan pelaksanaan tridarma.
2. **PIHAK PERTAMA** dan **PIHAK KEDUA** dalam batas kemampuan masing-masing akan berusaha membantu pembinaan dan pengembangan program pendidikan dalam bidang yang relevan, program-program penelitian, pengabdian kepada masyarakat dan usaha bersama.
3. **PIHAK PERTAMA** bersedia menerima pelajar-pelajar dari **PIHAK KEDUA** untuk melanjutkan pendidikan di lembaga pendidikan **PIHAK PERTAMA**.
4. **PIHAK KEDUA** akan menerima mahasiswa KKN-PPL dari **PIHAK PERTAMA** untuk PPL-KKN di beberapa lembaga pendidikan yang berada di bawah bimbingan **PIHAK KEDUA**.

### **Pasal 3 Pelaksanaan**

**PIHAK PERTAMA** dan **PIHAK KEDUA** akan mengatur dan menentukan tatacara pelaksanaan selanjutnya dari program kerjasama ini, melalui pejabat atau wakil yang

ditunjukkan oleh lembaga masing-masing. Prasarana, sarana serta pendanaan untuk keperluan pelaksanaan program kerjasama ini akan ditanggung oleh lembaga masing-masing berdasarkan persetujuan **KEDUA PIHAK**.

#### **Pasal 4** **Jangka Waktu dan Legalitas**

1. Kesepahaman kerjasama ini dibuat berdasarkan keinginan luhur dan iktikad baik kedua pihak untuk saling membantu dalam upaya melaksanakan misi dan peran kelembagaan dengan sebaik-baiknya.
2. Segala kendala dan atau ketidaksengajaan yang mungkin terjadi dalam pelaksanaan program kerjasama ini akan diselesaikan secara musyawarah.
3. Kesepahaman kerjasama ini berlaku sejak penandatangiannya oleh **KEDUA PIHAK** untuk jangka waktu 4 (empat) tahun yang dapat diperpanjang atas persetujuan **KEDUA PIHAK**.
4. Piagam kerjasama ini dibuat dalam rangkap 2 (dua) dan masing-masing bermeterai cukup serta memiliki kekuatan hukum yang sama.
5. Kesepahaman kerjasama ini mulai berlaku pada tanggal penandatanganan oleh **KEDUA PIHAK**.
6. Penentuan dan kebijakan setiap program yang akan diadakan bersama dan sudah disetujui oleh **KEDUA PIHAK** akan disusun dan dibuat dalam lembaran yang terpisah.
7. Jika dalam berjalan kerjasama ini dinilai kurang efektif dan tidak mendatangkan faedah, maka **KEDUA PIHAK** berhak memutuskan kerja sama MoU ini atas persetujuan bersama.

PIHAK KEDUA  
Ketua PERKASA  
  
Dr. Abdul Muhaimin Salaeh

METERAI TEMPEL  
4D767AEF883358612  
6000  
ENAM RIBURUPIAH

PIHAK PERTAMA  
Rektor IAIN Samarinda  
  
Dr. H. Mukhamad Ilyasin M.Pd

METERAI TEMPEL  
9B6B1AEF883356683  
6000  
ENAM RIBURUPIAH