



MEMORANDUM OF UNDERSTANDING

between

INSTITUT AGAMA ISLAM NEGERI AMBON

herein represented by Dr. Hasbollah Toisuta, M.Ag as Rector

and duly authorised there to

(herein after referred to as IAIN Ambon)

and

VRIJE UNIVERSITEIT AMSTERDAM

herein represented by prof. dr. V. (Vinod) Subramaniam as Rector Magnificus

and duly authorised there to

(hereinafter referred to as "VU Amsterdam")

Collectively referred to hereinafter as the "Institutes" and individually as "Institute"

INTRODUCTION

Institut Agama Islam Negeri Ambon, Indonesia ("IAIN Ambon") and Vrije Universiteit Amsterdam, the Netherlands ("VU Amsterdam"), in recognition of their common interests in developing bilateral relations and convinced that cooperation between institutes of higher learning contributes to cultural enrichment, scientific progress, and the consolidation of friendship between countries, agree to establish the following Memorandum of Understanding ("MoU") in order to strengthen the relationship between the Parties and in order to encourage cooperation between the Institutes in the areas of education, collaborative research, consultancy services and human resource development.

In consideration of the promises and agreements contained herein, the Parties agree as follows:

ARTICLE 1 PURPOSE AND OBJECTIVE

- 1.1 This MoU is a non-enforceable agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two Institutes.
- 1.2 Each Institute will be responsible for managing its own costs. Commitments of specific resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope of this MoU.
- 1.3 To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two Institutes before work on any of the projects can commence.
- 1.4 This MoU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Institute, its officers, employees, or agents against the other Institute, its officers, employees, or agents.
- 1.5 Nothing in this MoU obligates either Institute to commit or transfer any funds, assets, or other resources in support of projects or activities between the two Institutes.
- 1.6 Neither Institute will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other Institute to this MoU.

ARTICLE 2 SCOPE OF ACTIVITIES

- 1.1 The Institutes intend to collaborate in related disciplines. The two Institutes shall seek to promote:
 - i. Collaboration in education, collaborative research, consultancy services and human resource development.
 - ii. The exchange of staff in programmes to the mutual benefit of both Institutes.
 - iii. The reciprocal exchange of students in programmes of the mutual benefit of both Institutes.
 - iv. The provision of cultural and intellectual enrichment opportunities for staff and students of both Institutes.
 - v. The acquisition of resources in order to realize the aforementioned activities.

The aforementioned activities may include:

1. *Staff Exchanges*

Staff exchange activities cover visits to either Institute for any of the following purposes:

- (i) Undertaking joint research;
- (ii) Attachment of staff for purposes of curriculum development and review, attendance of courses and upgrading of teaching and research skills;
- (iii) Participating in seminars, colloquia, and other types of academic discussions;
- (iv) Contributing to teaching programmes;
- (v) Co-supervising Master students;
- (vi) Co-supervising doctoral candidates
- (vii) Conducting study tours and joint consultancy work.

2. *Student Exchanges*

Student exchange activities (at undergraduate, graduate or postgraduate level) cover visits to either Institute for any of the following purposes:

- (i) Participating in research;
- (ii) Participating in courses;
- (iii) Participating in joint degrees, double degrees and courses;
- (iv) Involvement in study tours.

ARTICLE 3 IMPLEMENTATION OF COOPERATION

- 3.1 A detailed description of the scope of activities shall be defined in Memoranda of Agreement (MoA) on faculty level which for this purpose qualify as legally binding documents signed by both Institutes as Annex(es) to this MoU.
- 3.2 In addition to this MoU, a Framework agreement for the joint supervision of doctoral candidates will be signed by the formal representatives of both institutions. The partner institutions will sign an individual convention for each of the doctoral candidates that wishes to start the joint supervision of a doctoral thesis.
- 3.3 The two Institutes acknowledge that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources.
- 3.4 All activities developed under the auspices of this MoU will comply with the procedures, policies and practices of each Institute as well as the law and regulations of the host country.
- 3.5 Participating staff and students involved in any activities under this MoU must adhere to the law of the host countries and rules and regulations of the host Institute.

ARTICLE 4 CONTRIBUTION BY INSTITUTES

4.1 In accordance with the prevailing laws and regulations in Indonesia and the Netherlands and subject to personnel and budget limitations, Institutes shall strive to:

- i) Seek finance of joint activities from sources available to them;
- ii) Provide necessary funding to assist in the implementation of activities;
- iii) Assign qualified experts and lecturers to assist in the implementation of activities under this MoU.

ARTICLE 5 CONFIDENTIAL INFORMATION

5.1 Both Institutes acknowledge that all information which is labelled, at the time of input, by the disclosing Party, as "Confidential Information" and which has come or will come into the possession or knowledge of the receiving Institute, will be considered as confidential and proprietary information and the receiving Institute undertakes not to disclose or divulge such information to other parties.

ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Institutes shall have title of patent rights, copy rights, and other intellectual property rights to any discoveries, inventions, and works resulting from this MoU as agreed upon in the MoAs concerned (see article 3).
- 6.2 The Institutes shall have title and right to all data and research finding derived from and compiled during the implementation of activities under this MoU as agreed upon in the MoAs concerned (see article 3).
- 6.3 The Parties shall obtain written approval from each other for utilization and publication of data and research findings derived from and compiled during the implementation of activities under this MoU, if so agreed under the MoA.
- 6.4 The Institutes shall mutually draw up material required for publications within the framework of the activities under this MoU, if so agreed under the MoA.

ARTICLE 7 AMENDMENTS, EFFECTIVE DATE, DURATION AND TERMINATION

- 7.1 This MoU will become effective when signed by both Institutes.
- 7.2 This MoU will remain in effect for five years from the signature date below. The MoU may be extended by written mutual consent of the Institutes.
- 7.3 This MoU can be amended by mutual consent of the Institutes. Any amendments to this MoU can only be made in writing and after consultation and mutual consent of the Institutes. Such amendments, once approved by the Institutes, will become part of this MoU.
- 7.4 The Institutes agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MoU.

7.5 Either Institute may terminate this MoU at any time by mutual consent or by six months written notice to the other Institute. After the termination the MoA continues to be in force, as long as and so far as necessary to finish the project that was started under the MoA.

ARTICLE 8 NOTICES AND SETTLEMENT OF DIFFERENCES

8.1 Any differing view point and interpretation of this MoU shall be settled amicably by mutual consultation or negotiation.

8.2 Any notice or request given or made by one of the Institutes to the other Institute under this MoU shall be in writing in the English language and shall be addressed to the appropriate office as is designated in writing hereinafter:

INSTITUT AGAMA ISLAM NEGERI AMBON

Address : Jl. Dr. H. Tarmizi Taher, Kebun Cengkeh, Desa Batu Merah,
Kec. Sirimau Kota Ambon Maluku, Indonesia 97128
Phone : +62911344816
Mail : iain_ambon@kemenag.go.id

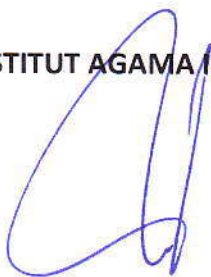
VRIJE UNIVERSITEIT AMSTERDAM

International Office

Address : De Boelelaan 1105, 1081 HV, Amsterdam, the Netherlands
Phone : +31 20 59 89 607
E-Mail : international@vu.nl

Institut Agama Islam Negeri Ambon and the Vrije Universiteit Amsterdam welcome the establishment of this Memorandum of Understanding and jointly agree to the provisions as set out above. There will be four copies of this MoU equally valid, two for each Institute, effective from the date of its signing.

INSTITUT AGAMA ISLAM NEGERI AMBON



Dr. Hasbollah Toisuta, M.Ag
Rector

Date: 30/11-2017

VRIJE UNIVERSITEIT AMSTERDAM




Prof. dr. V. (Vinod) Subramaniam
Rector Magnificus

Date: 30/11/2017