



UNIVERSITI SAINS ISLAM MALAYSIA
جامعة العلوم الإسلامية الماليزية
ISLAMIC SCIENCE UNIVERSITY OF MALAYSIA



UNIVERSITAS ISLAM NEGERI
ALAUDDIN
MAKASSAR

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SAINS ISLAM MALAYSIA

AND

UNIVERSITAS ISLAM NEGERI ALAUDDIN MAKASSAR

THIS MEMORANDUM OF UNDERSTANDING is made on the **2nd day of July, 2024**

BETWEEN

UNIVERSITI SAINS ISLAM MALAYSIA, an institution of higher learning established under the Universities and University Colleges Act 1971 and incorporated under the Universiti Sains Islam Malaysia (Incorporation Order) 2007 and having its correspondence address at Bandar Baru Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus, Malaysia (hereinafter referred to as "**USIM**") and will include its lawful representatives and permitted assigns on the one part;

AND

UNIVERSITAS ISLAM NEGERI ALAUDDIN MAKASSAR, an educational institution duly organized and existing under the laws of Indonesia, located at Jl. H. M. Yasin Limpo No. 36 Samata, Kab Gowa, South Sulawesi, Indonesia (hereinafter referred to as "**UIN ALAUDDIN MAKASSAR**") and will include its lawful representatives and permitted assigns on the other part;

USIM and **UIN ALAUDDIN MAKASSAR** shall hereinafter be referred to singularly as "Party" and collectively as "Parties".

WHEREAS

- A. **USIM** is an established university which strives to enhance and strengthen its core activities of developing new technologies, strengthening existing knowledge and integrating Islamic core values and has taken various initiatives to complement its educational excellence by entering into various collaborative arrangements with other parties to enhance its position as a multidisciplinary Islamic university with its core strengths in education, research, services and producer of the Islamic ummah human capital.
- B. **UIN ALAUDDIN MAKASSAR**, is a state Islamic religious college organized by the Ministry of Religion of the Republic of Indonesia, is under and responsible to the Minister of Religion, Organizing the Tri Dharma of Higher Education in the Fields of Education, Research and Community Service which can organize education vocation in various fields of science and/or technology.
- 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 CO-OPERATION

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 co-operation 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 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 of create and is not intended to constitute or create obligations under domestic or 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 two (2) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE 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 **USIM** or **UIN ALAUDDIN MAKASSAR** 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: **USIM**

Name : Dr Muallimin Mohammad Sahid
Position : Head Program, Bachelor of Fiqh and Fatwa (with honours)
Address : Faculty of Syariah and Law
Universiti Sains Islam Malaysia
Bandar Baru Nilai, 71800 Nilai
Negeri Sembilan Darul Khusus, Malaysia
Email : Muallimin.sahid@usim.edu.my
Telephone no. : +6019-3069975

To: **UIN ALAUDDIN MAKASSAR**

Name : Dr. H. Kamaluddin Abunawas, M.Ag
Position : Vice Chancellor for Cooperation and Institutional Development
Address : Jl. H.M. Yasin Limpo No. 36 Samata, Kab Gowa
Sulawesi Selatan, Indonesia
Email : kerjasama@uin-alauddin.ac.id
Telephone no. : +62(0411)-841879
Fax no. : +62(0411)-8221400

[next page is the signing page]

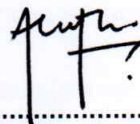
The foregoing record represents the understandings reached between **UNIVERSITI SAINS ISLAM MALAYSIA** and **UNIVERSITAS ISLAM NEGERI ALAUDDIN MAKASSAR** upon the matters referred to therein.

Signed in duplicate at **Nilai** on this **2nd** day of **July** in the year **2024**

For and on behalf of)
UNIVERSITI SAINS ISLAM MALAYSIA) In the presence of:



.....
**PROFESSOR DR. NIK SALIDA SUHAILA
NIK SALEH**
Dean
Faculty of Syariah and Law
Universiti Sains Islam Malaysia



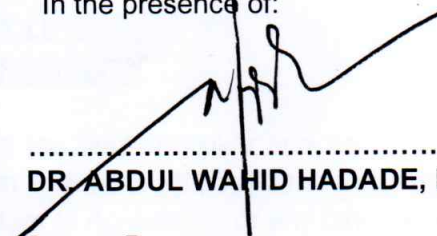
.....
**ASSOCIATE PROFESSOR DR. AHMAD ZAKI
SALLEH**
Deputy Dean (Research and Innovation)
Faculty of Syariah and Law
Universiti Sains Islam Malaysia

For and on behalf of)
**UNIVERSITAS ISLAM NEGERI ALAUDDIN)
MAKASSAR**)



.....
**DR. H. ABD. RAUF MUHAMMAD AMIN,
LC., MA**
Dean
Fakultas Syariah and Hukum
Universitas Islam Negeri Alauddin Makassar

In the presence of:



.....
DR. ABDUL WAHID HADAHE, LC., M.H.I
Deputy Dean
Fakultas Syariah and Hukum
Universitas Islam Negeri Alauddin Makassar