



**MEMORANDUM OF AGREEMENT (MoA)
BETWEEN**

**FACULTY OF EDUCATION AND TEACHER TRAINING
STATE ISLAMIC UNIVERSITY
SUNAN KALIJAGA YOGYAKARTA
INDONESIA**

AND

SEKOLAH INDONESIA SINGAPURA

Number: 196/S1/IX/22

Number: B-1051/Un.02/DT/KS.00.3/8/2022

THIS MEMORANDUM OF AGREEMENT is made on Wednesday, 10th August 2022.

BETWEEN

Faculty of Tarbiyah and Teacher Training, State Islamic University (UIN) Sunan Kalijaga, an institution of higher education under the Ministry of Religion Affairs (hereinafter referred to as “FITK UIN SUKA”), having its address at Jl. Marsda Adisucipto Yogyakarta 55281 and will include its lawful representatives and permitted assigns on one part (hereinafter referred to singularly as “the Participant” and collectively as “the Participants”)

AND

Sekolah Indonesia Singapura, an institution located in 20A Siglap Rd, Singapore 455859 represented by the **Sekolah Indonesia Singapura** and hereinafter referred to as **Sekolah Indonesia Singapura**,”; and will include its lawful representatives and permitted assigns of the other part (hereinafter referred to singularly as “the Participant” and collectively as “the Participants”);

cooperation and collaboration in the fields of education and training programs of mutual interest, between the Participants upon the provisions as contained herein.

THE PARTICIPANTS HAVE REACHED the following understandings:

PARAGRAPH 1

OBJECTIVE

The Participants, subject to the provisions of this MOA and the laws, rules, regulations, and national policies from time to time in force in each Participant's country, will endeavor to establish, promote and develop on a basis of direct cooperation and collaboration in the field of education and training programs of mutual interest.

PARAGRAPH 2

AREAS OF COOPERATION

2.1 Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote cooperation in the following areas:

2.1.1 Exchange of Students

2.1.1.1 Students of one Participant may be accepted by the other Participant for admission to undertake studies if they meet the specified admission requirements and may also be accepted to undergo a work attachment program in the host country if such program of studies includes that particular component.

2.1.1.2 Students of one Participant may be accepted by the other Participant for admission to undertake some courses as non-graduating students ("Study Abroad Program") and may also be accepted to undergo a work attachment program in the host country if such program of studies includes that particular component.

2.1.2 Joint workshops and training programs

The Participants will jointly initiate the workshop and training programs of mutual interest. The Participant who initiates any workshop and training program will, in a field of likely interest to the other Participant, wherever possible, invite the staff of the latter Participant to participate in the workshop and training program on such provisions to be decided upon mutually in writing between the Participants.

2.1.3 Joint research and development projects

The Participants will jointly initiate the research and development projects of mutual interest. Both Participants will act as a partner or co-researcher in all research proposals submitted by either Participant.

The Participant who initiates a research and development project in a field of likely interest to the other Participant will, wherever possible, invite staff of the latter Participant to participate in the project on such provisions to be decided upon mutually in writing between the Participants.

2.1.4 Joint education programs

Participants will endeavour to provide joint education programs of mutual interest on such provisions to be decided upon mutually in writing between the Participants.

2.1.5 Exchange of Staff

2.1.5.1 Academic Members

Either Participant may invite an academic member of the other Participant for a short-term sabbatical leave who may be allowed to be engaged in teaching or research on such provisions to be decided upon mutually in writing between the Participants

2.1.5.2 Non-academic Members

The Participants may decide to exchange administrator or other non-academic staff for training or work attachment on provisions to be decided upon mutually in writing between the Participants.

2.1.6 Cooperation in Other Areas

The link and cooperation may, subject to mutual agreement in writing, be extended to other areas not mentioned above to be mutually decided upon by the Participants.

PARAGRAPH 3 **EXCHANGE PROCEDURE**

3.1 The procedures to be followed in establishing any exchange scheme or program or any form of cooperative work under this MOA will be as follows:

3.1.1 Proposals for any form of cooperative work which falls under the scope and fields of academic link and cooperation provided in this MOA will be submitted through liaison officers designated by both Participants;

3.1.2 The names of the liaison officers designated by both Participants will be made known to each other in writing from time to time.

3.1.3 The liaison officers will jointly decide on any proposals for any form of cooperative work, provided that the final approval for any exchange scheme, program, or any form of cooperative work under this MOA will be decided and confirmed in writing under the signatures of the President of Institut Sosial Malaysia, and the Dean of FITK UIN SUKA.

3.1.4 The liaison officer who will prepare and supervise the program to be implemented and present a joint annual report about the activities of this MOA to both Participants.

3.1.5 The scope, terms, and conditions of any approved exchange scheme, program, or any form of cooperative work will be provided in an Addendum to this MOA as and when the need arises.

3.1.6 The exchange of staff, students or teaching, and research materials need not be reciprocal simultaneously upon the mutual agreement from both participants.

PARAGRAPH 4 **FINANCIAL ARRANGEMENTS**

4.1 This MOA will not give rise to any financial obligation by one Participant to the other.

4.2 Except as otherwise set out in this MOA, each Participant will bear its own cost and expenses in relation to this MOA.

4.3 The financial arrangements in establishing any exchange scheme or program or any form of cooperative work under this MOA will be based on the following principles:

4.3.1 Commitment to funding for any activity will be decided upon by discussion and in writing on a case-by-case basis;

4.3.3 Expenses to be incurred or arising from any exchange scheme or program or any form of cooperative work under this MOA such as advisory visits and staff

attachments, will be negotiated and decided upon mutual agreement from both Participants which will be considered case by case.

PARAGRAPH 5 **EFFECT OF MOA**

This MOA serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not deem to constitute or create any legally binding or enforceable obligations, express or implied.²

PARAGRAPH 6 **AMENDMENTS**

- 6.1 Either Participant may request in writing an amendment or modification of all or any part of this MOA.
- 6.2 Any amendment or modification which has been decided by both Participants will be reduced to writing and will form part of this MOA.
- 6.3 Such amendment or modification will come into effect on such date as may be determined by the Participants.
- 6.4 Any amendment or modification will not prejudice the rights and obligations arising from or based on this MOA prior to or up to the date of such revision, modification or amendment.

PARAGRAPH 7 **SUSPENSION**

Each Participant 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 MOA which suspension will take effect immediately after notification has been given to the other Participant through diplomatic channels.

PARAGRAPH 8 **ENTRY INTO EFFECT, DURATION, AND TERMINATION**

- 8.1 This MOA will come into effect on the date of signing and will remain in effect for a period of five (5) years.
- 8.2 This MOA may be extended for a further period as may be agreed in writing by the Participants.
- 8.3 Each Participant may terminate this MOA by giving the other Participant at least three (3) months' written notice of that intention.
- 8.4 Notwithstanding of Paragraph 8.3 above, the provisions of this MOA or any other written agreements in respect of any ongoing exchange scheme, program or any form of cooperative work under this MOA will continue to apply until their completion unless both Participants mutually decide in writing to the earlier termination of the scheme, program or cooperative work.

PARAGRAPH 9 **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules, and regulations of the Participants and with other international agreements signed by both Participants.

- 9.2 The use of the name, logo, and/or official emblem of any of the Participants on any publication, document, and/or the paper is prohibited without the prior written approval of either Participant.
- 9.3 Notwithstanding anything in Paragraph 9.1 above, the intellectual property rights in respect of any technological development and any products and services development, carried out:-
- 9.3.1 Jointly by the Participants or research results obtained through the joint activity effort of the Participants will be jointly owned by the Participants in accordance with the provisions to be mutually decided upon; and
- 9.3.2 Solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, will be solely owned by the Participant concerned.

PARAGRAPH 10 **CONFIDENTIALITY**

- 10.1 Each Participant will observe the confidentiality and secrecy of documents, information, and other data received from or supplied to, the other Participant during the period of the implementation of this MOA or any other agreements made pursuant to this MOA.
- 10.2 For purposes of Paragraph 10.1 above, such documents, information, and data including any documents, information, and data which is disclosed by a Participant (the Disclosing Participant) to the other Participant (the Receiving Participant) prior to, or after, the execution of this MOA, 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 to be confidential or by its nature intended to be for the knowledge of the Receiving Participant or if orally given, is given in the circumstances of confidence.
- 10.3 Both Participants agree that the provisions of this Paragraph 10 will continue to have an effect on the Participants notwithstanding the termination of this MOA.

PARAGRAPH 11 **NO AGENCY**

Nothing contained herein is to be constituted a joint venture partnership or formal business organization of any kind between the Participants or so to constitute either Participant as the agent of the other.

PARAGRAPH 12 **SETTLEMENT OF DISPUTES**

Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this MOA will be settled amicably through mutual consultation and/or negotiations between the Participants through diplomatic channels, without reference to any third parties or international tribunal.

PARAGRAPH 13 **NOTICES**

Any communication under this MOA 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

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Any communication under this MOA 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 **FITK UIN SUKA** or **Sekolah Indonesia Singapura**, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Participant may have notified the sender and will, 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 FITK UIN SUKA	STATE ISLAMIC UNIVERSITY SUNAN KALIJAGA YOGYAKARTA
	Jl. Marsda Adisucipto, Yogyakarta 55281 Tel: (0274) 513056 Email: ftk@uin-suka.ac.id
Sekolah Indonesia Singapura	Sekolah Indonesia Singapura
	20A Siglap Rd, Singapore 455859

The foregoing record represents the understandings reached between the **Faculty of Tarbiyah and Teacher Training UIN SUKA** and the **Sekolah Indonesia Singapura** upon the matters referred to therein.

SIGNED IN DUPLICATE at **Sekolah Indonesia Singapura** on this **Wednesday, 10th August 2022** in the English Language by the authorized signatories on behalf of the Participants.

For and on behalf of
**FACULTY OF TARBIYAH AND
TEACHER TRAINING STATE
ISLAMIC UNIVERSITY SUNAN
KALIJAGA, INDONESIA**



Prof. Dr. Hj. Sri Sumarni, M. Pd.
Dean

For and on behalf of
Sekolah Indonesia Singapura



Yenny Dwi Maria, M.Ed
Principal