



MEMORANDUM OF AGREEMENT (MoA)

BETWEEN

**FACULTY OF TARBIYAH AND EDUCATION
SUNAN KALIJAGA YOGYAKARTA
INDONESIA**

AND

YANNAHWITTAYA SCHOOL

This Memorandum of Agreement is made on the Wednesday, 20th November 2024.

Between

Faculty of Tarbiyah and Education, Universitas Islam Negeri (UIN) Sunan Kalijaga, an institution of higher education under the Ministry of Religion Affairs (herein after 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 the one part (herein after referred to singularly as **"the Participant"** and collectively as **"the Participants"**)

And

Yannahwittaya School, a school located in Khlong U Taphao, Hat Yai District, Songkhla 90110, Thailand, represented by the **Head of Yannahwittaya School** and hereinafter referred to as **"Yannahwittaya School"**, and will include its lawful representatives and permitted assigns of the other part (here in after referred to singularly as **"the Participant"** and collectively as **"the Participants"**);

WHEREAS

The Participants are desirous of entering into this Memorandum of Agreement (hereinafter referred to as **"MoA"**) to declare their respective intentions and to establish a basis of direct cooperation and collaboration in the fields of *Tri Dharma Perguruan Tinggi* (education, research, and community service) 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 endeavour to establish, promote and develop on a basis of direct cooperation and collaboration in the field of *Tri Dharma Perguruan Tinggi* (education, research, and community service) of mutual interest.

PARAGRAPH 2

AREAS OF COOPERATION

2.1 Each Participant will, subject to the laws, rules, regulation 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 cooperation in the following areas:

2.1.1 Education

2.1.1.1 Teaching Experience and Community Service Program.

2.1.1.2 Discussion about education issues in Indonesia and Malaysia.

2.1.2 Research

Both parties can engage in collaborative research.

2.1.3 Community Service Program

2.1.4.1 Joint Science Learning Modules with Islamic Perspectives

2.1.4.2 Islamic Perspectives on Science and Education Seminars

2.1.4 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 programme 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, programme or any form of cooperative work under this MoA will be decided and confirmed in writing under the signatures of the Principal of Yannahwittaya School and the Dean of FITK UIN Sunan Kalijaga.
 - 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, programme 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 programme 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 programme or any form of cooperative work under this MoA, 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.

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 to by both Participants will be reduced into 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 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 on-going exchange scheme, programme 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, programme 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 agreement 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 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 effect between 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 facsimile number of **FITK UIN Sunan Kalijaga or Yannahwittaya School**, 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 Sunan
Kalijaga**

UIN SUNAN KALIJAGA

Jl. Marsda Adisucipto, Yogyakarta 55281.

Tel: (0274) 513056

Email: ftk@uin-suka.ac.id

**To Yannahwittaya
School**

Yannahwittaya School

U Taphao, Hat Yai District, Songkhla 90110, Thailand

The foregoing record represents the understandings reached between **FITK UIN Sunan Kalijaga** and **Yannahwittaya School** upon the matters referred to therein.

SIGNED IN DUPLICATE at **Yannahwittaya School** on this **Wednesday, 20th November 2024** in the English Language by the authorised signatories on behalf of the Participants.

For and on behalf of
Faculty of Tarbiyah and Education
UIN Sunan Kalijaga, Indonesia



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Prof. Dr. Sigit Purnama, M.Pd.
Dean

For and on behalf of
Yannahwittaya School



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Osman Jehsoh
Principal