



MEMORANDUM OF AGREEMENT

BETWEEN

SLA Asia

AND

**Library of UIN Sunan Kalijaga
Yogyakarta**

No. B-3096.3/Un.02/L1/PL.14.01/07/2024

This memorandum of Agreement (MoA) is made on Tuesday, 16 July 2024.

BETWEEN

Special Libraries Association is one of the largest professional non-profit associations with about 4000 members in 83 countries with 58 chapters and 25 divisions. Special Libraries Association Asia (hereinafter referred to as "SLA Asia") is one of the fastest growing chapters, with members from around the world, and shall include its lawful representatives and permitted assigns of the first part;


AND

Library of UIN Sunan Kalijaga is an Inclusive University Library that gives support to UIN Sunan Kalijaga in term of Teaching Learning activities, Research and Community services. UIN Sunan Kalijaga Library is 4 Floors - Building equipped with RFID systems, houses of 40.000 printed books, thousands Electronic books and journals that can be accessed from anywhere and and a place for knowledge sharing using both virtual and offline activities. Accredited as A level By National Library of Indonesia, UIN Sunan Kalijaga Library is declared as a research partner for UIN Sunan Kalijaga Community, and shall include its lawful representatives and permitted assigns of the second part;

(SLA Asia and Library of UIN Sunan Kalijaga Yogyakarta hereinafter referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS


- A. SLA Asia is one of the fastest growing chapters of Special Libraries Association, with members from around the world.
- B. Library of UIN Sunan Kalijaga Yogyakarta is one of the university libraries in Indonesia, is declared as a research partner for UIN Sunan Kalijaga Community.
- C. The Parties are desirous of entering into this MoA to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein

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REPRESENTATION AND WARRANTY

Library of UIN Sunan Kalijaga Yogyakarta represents and warrants to SLA Asia that:

- a) it is an Inclusive University Library that gives support to UIN Sunan Kalijaga in term of Teaching Learning activities, Research and Community services;
- b) it has the corporate power to enter into and perform its obligations under this MoA;
- c) it has taken all necessary corporate actions to authorize the entry into and performance of this MoA;
- d) as at the execution date, neither the execution nor performance by it of this MoA nor any transactions contemplated by this MoA will violate in any respect any provision of:
 - i. University statutes and governing laws of Indonesia; or
 - II. Its Memorandum and Articles of Association (Company); or
 - III. any other document or agreement which is binding upon it or its asset;
- e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its obligations under this MoA;
- f) it has necessary capability to undertake the responsibilities and acknowledges that SLA Asia has entered into this MoA in reliance on its representations and warranties as aforesaid.

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SLA Asia AND Library of UIN Sunan Kalijaga Yogyakarta HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

1. OBJECTIVE

The Parties, subject to the terms of this MoA and the laws, rules, regulations and national policies from time to time in force in each party's country, will endeavor to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

2. AREAS OF CO-OPERATION

2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavor to take the necessary steps to encourage and promote co-operation in the following areas:

1. Joint Conference Program
2. Joint Research and Book Writing Program

2.2 For the purpose of implementing the co-operation in respect of any area in sub Clause 2.1 the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.


3. FINANCIAL ARRANGEMENTS

3.1 This MoA will not give rise to any financial obligation by one Party to the other.

3.2 Each party will bear its own cost and expenses in the implementation of this MoA.

4. CONFIDENTIALITY

4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MoA or other agreements made pursuant to this MoA.

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4.2 For purposes of this MoA, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Parties (the Receiving Party) of this MoA involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

4.3 All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoA.

5. EFFECT OF MoA

This MoA serves only as a record of the Parties' intentions and does not constitute, 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 be deemed to constitute or create any legally binding or enforceable obligations, express or implied.


6. NO AGENCY

Nothing contained herein shall 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.

7. ENTRY INTO EFFECT AND DURATION

7.1 This MoA will come into effect on the date of signing and will remain in effect for a period of four (4) years (2024-2028)

7.2 This MoA may be extended for a further period as may be agreed in writing by the Parties.

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8. REVISION, VARIATION AND AMENDMENT

8.1 Any Party may request in writing a revision, variation or amendment of this MoA.

8.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoA.

8.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

8.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoA before or up to the date of such revision, variation or amendment.


9. SUPERVENING EVENTS

9.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoA which suspension shall take effect immediately after notification has been given to the other Party.

9.2 Notwithstanding sub-clause 9.1, should any other event occur which hinders or restricts the implementation of this MoA, the parties shall use their best endeavor to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

10. SETTLEMENT OF DISPUTES

Any difference or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoA shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels without reference to any third party or international tribunal.

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11. COMPETENT AUTHORITIES

The authorities responsible for the fulfillment of this MoA are President of SLA Asia and the Head of Library of UIN Sunan Kalijaga Yogyakarta.

12. NOTICES

12.1 Any communication under this MoA shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail or facsimile number of SLA Asia or Library of UIN Sunan Kalijaga Yogyakarta, as the case may be, shown below or to other such 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: **SLA Asia**

Prof. Mahender Pratap Singh, President, Asian Chapter, SLA
Email: mpsinghdli@gmail.com

To: **Library of UIN Sunan Kalijaga Yogyakarta**

Address : Jl. Marsda Adisucipto, Caturtunggal, Kec. Depok,
Kabupaten Sleman, Daerah Istimewa Yogyakarta, 55281, Indonesia


Attn to : Head of Library

Tel no. : +62-274-548635

Fax no : +62-274-552231

E-mail : lib@uin-suka.ac.id

12.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

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The foregoing record represents the understandings reached between SLA Asia and Library of UIN Sunan Kalijaga Yogyakarta upon the matters referred to therein.

IN WITNESS WHEREOF this MoA has been duly signed on Tuesday, 16 July in the year 2024 in two (2) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of

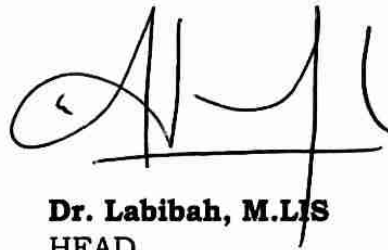
SLA Asia




Prof. Mahender Pratap Singh
PRESIDENT

Signed for and on behalf of

**Library of UIN Sunan Kalijaga
Yogyakarta**



Dr. Labibah, M.LIS
HEAD

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