

GRANT AGREEMENT

BETWEEN
TURKISH COOPERATION AND COORDINATION AGENCY (TIKA)
AND
UNIVERSITAS ISLAM NEGERI SUNAN KALIJAGA YOGYAKARTA

Number:

Facilities grant agreement (further called as “**Agreement**”) signed at day of _____ date _____, (further called as “**Effective Date**”), by and between:

1. **Turkish Cooperation and Coordination Agency (TIKA)**, Turkish Cooperation and Coordination Agency under the Ministry of Culture and Tourism of Republic of Turkey (Türkiye), located at GMK Bulvarı No:140 / Anadolu Meydanı Çankaya/ANKARA in this term represented by **Gökhan KESSER** as TİKA Expert Asia Pasific Desk, as such legally authorized to represent Turkish Cooperation and Coordination Agency (TIKA), further referred as “**First Party**”.
2. **Universitas Islam Negeri Sunan Kalijaga Yogyakarta**, a public Islamic higher education institution located at Jl. Prof. Dr. Soekarno, Kalijaga, Kec. Depok, Kabupaten Sleman, DIY in this term represented by **Prof. Noorhaidi, M.A., M.Phil., Ph.D.** as Rector of Universitas Islam Negeri Sunan Kalijaga (UIN Sunan Kalijaga), as such legally authorized to represent Universitas Islam Negeri Sunan Kalijaga, further referred to as “**Second Party**”;

First part and Second party together referred to as “**Parties**”, and each referred to as “**Party**”.

Parties first declared the following matters:

- A. The First Party is a corporation and coordination body under the Ministry of Culture and Tourism (Türkiye) focused on the development aids in developing and under developed countries.
- B. The second party is a public higher education institution assigned and obliged to conduct education, research, and community service;
- C. The second party proposed a cooperation program related to the establishment of a Turkish Center to the First Party.
- D. The aim of this program is to support educational and cultural activities of the Second Party.
- E. The first party has agreed to support the establishment of classrooms and office facilities for the Turkish Center to the second party after the selection process and applicable mechanism.

Based on matters above, Parties agree to conduct a grant agreement based on the regulations below:



ARTICLE 1 AIM AND OBJECTIVE

The first party has agreed to support the establishment of classrooms and office facilities for the Turkish Center to the second party with the aim and objectives as below:

1. Assisting the Second Party in optimizing educational and cultural activities, particularly in Turkish language education and the introduction of Turkish culture.
2. Supporting teaching and learning activities of the Turkish language as well as cultural programs related to Turkish culture.
3. Strengthening cooperation between the Second Party and relevant Turkish institutions, including the **Yunus Emre Institute Indonesia**, in the field of Turkish language education and cultural exchange.

ARTICLE 2 GRANT OBJECT

1. The First Party provides support to the Second Party in the form of:
 - a. Construction and/or arrangement of classroom and office facilities for the establishment of the **Turkish Center**, utilizing the space provided by the Second Party;
2. The facilities and supporting equipment provided under this Agreement are fully funded by the First Party.
3. The Second Party provides appropriate and adequate space for classrooms and office facilities to support the implementation of Turkish language education and Turkish cultural activities.
4. Detailed specifications of the construction work and/or supporting equipment shall be listed in an appendix, which forms an integral and inseparable part of this Grant Agreement.

ARTICLE 3 IMPLEMENTATION OF THE GRANT

1. The Second Party physically receives the grant object as referred to in Article 2 of this Grant Agreement after ensuring that the grant object complies with the specifications agreed upon by the Parties, as attached in the Minutes of the Meeting dated on [●].
2. The implementation of the grant object transfer is documented in a Handover Ceremony Report to be conducted no later than [●] at **Universitas Islam Negeri Sunan Kalijaga**.

ARTICLE 4 RIGHTS, OBLIGATIONS, RESPONSIBILITIES, AND PROHIBITIONS

1. With the support provided under this Grant Agreement and the Handover Ceremony Report as referred to in Article 3 paragraph (2), the utilization rights of the classrooms, office facilities, and supporting equipment for the Turkish Center shall be granted to the Second Party, and the Second Party is obliged to provide a dedicated and appropriate space for the establishment and operation of the Turkish Center.
2. The First Party has the right to visit the **Turkish Center** at any time to monitor and evaluate the proper implementation of activities under this Agreement, and the Second Party shall demonstrate the educational and cultural activities conducted through the Turkish Center.



3. The Second Party is obliged to provide a dedicated and appropriate space for the establishment and operation of the **Turkish Center**, including classrooms and office facilities, to support Turkish language education and the introduction of Turkish culture.
4. The Second Party must provide appropriate visibility and acknowledgment of the cooperation between the Parties, including the placement of a publicity sign or signage at the **Turkish Center**, in accordance with the agreement of the Parties.
5. The cost of the launching ceremony is the responsibility of the Second Party, but if the First Party wishes to invite external press beyond the First Party's offer, then all costs and expenses related to the involvement of the selected press by the First Party will be borne by the First Party.
6. The Second Party bears all costs for the maintenance and upkeep of the Grant Facilities after the transfer of ownership.
7. The Second Party is prohibited from transferring, leasing, or assigning the facilities and supporting equipment of the **Turkish Center** to any other party without prior written consent from the First Party.
8. The Parties are obligated to assist each other in carrying out all necessary administrative processes related to this grant based on this agreement.

ARTICLE 5 DISPUTE RESOLUTION

1. This Agreement is made in two languages, Indonesian and English, both of which have equal legal force.
2. In the event of a difference of opinion or dispute arising from the interpretation of this Grant Agreement, the Parties agree to use the English version of the Grant Agreement.
3. In the event of a difference of opinion or dispute arising from the implementation of this Grant Agreement, the Parties agree to use the law applicable in the Republic of Indonesia and settle it through deliberation for consensus.
4. If resolution through the methods in Article 5 paragraphs (2) and (3) is not achieved, the Parties agree to settle it through non-litigation channels via the Indonesian National Arbitration Board (BANI).
5. While the dispute is still in the legal process as per Article 5 paragraph (3), the Parties must continue to fulfill their other rights and obligations under this Grant Agreement.

ARTICLE 6 EFFECTIVENESS OF THE AGREEMENT

1. This Grant Agreement becomes effective upon its signing, binding the Parties to fulfill their respective rights and obligations.
2. This Grant Agreement can only be canceled and/or terminated by mutual agreement of the Parties within the period before the signing of the Handover Ceremony Report of the grant object as per Article 3 paragraph (2).

OK

ARTICLE 7 FORCE MAJEURE

The Parties shall not be held responsible for delays or failures in the performance of their obligations under this Agreement arising from one or more reasons beyond reasonable control (force majeure), including: natural events, government decisions, war, fire, floods, explosions, riots or disputes with third-party industries, armed attacks, terrorism, revolution, blockade, embargo, strikes, lockouts, industrial or trade disputes, adverse weather, diseases, factory accidents (or damages), shortages of materials, labor, transportation, electricity or other supplies, or the imposition of regulations.

ARTICLE 8 CORRESPONDENCE

1. All notices, letters, and other correspondence related to the provisions of this Agreement must be communicated in writing via electronic mail (email), facsimile, courier service, registered airmail, or delivered in person to the respective correspondence addresses of each Party as follows:

FIRST PARTY:

**Turkish Cooperation and Coordination
Agency (TIKA)**
GMK Bulvarı No:140 / Anadolu Meydanı
Çankaya/ANKARA

SECOND PARTY::

**UNIVERSITAS ISLAM NEGERI SUNAN
KALIJAGA**
Jl. Laksda Adisucipto, Kec. Depok, Kabupaten
Sleman, Daerah Istimewa Yogyakarta 55281.

Phone : +90 312 939 70 00
PIC : Gökhan
Email : g.keser@tika.gov.tr

Phone : +62 274 519709
PIC : Noorhaidi
Email : io@uin-suka.ac.id

2. The Parties are allowed to change correspondence information by first notifying in writing no later than 7 (seven) days before the change.

ARTICLE 9 OTHER PROVISIONS

1. The Parties agree that if in the future there are other matters not sufficiently addressed in this Agreement, they shall promptly consult to reach an agreement and document such matters in a written Addendum to this Agreement, signed by authorized representatives of the Parties.
2. If any part, term, or provision of this Agreement is deemed not in accordance with applicable laws or unenforceable, the validity or enforcement of the remaining provisions of this Agreement shall not be affected.

cek

THUS, this Agreement is made in two originals in Indonesian and English languages and signed by the Parties, affixed with sufficient stamp duty and seal by both parties, and has equal legal force.

FIRST PARTY,
Turkish Cooperation and Coordination Agency (TIKA)



Gökhan KESSER
TIKA Expert Asia Pacific Desk

SECOND PARTY,
Universitas Islam Negeri Sunan Kalijaga
Yogyakarta



Prof. Noorhaidi, M.A., M.Phil., Ph.D.
Rector