

(DATE: 24th April 2018)

MEMORANDUM OF UNDERSTANDING

**KEMENTERIAN RISET, TEKNOLOGI, DAN PENDIDIKAN TINGGI
KOORDINASI PERGURUAN TINGGI SWASTA WILAYAH X
(Private Higher Education Coordinating Bodies for Region X)**

An extending government body from the Indonesia Ministry of Research, Technology, and Higher Education for Region X (Sumatera Barat, Riau, Jambi, and Kepulauan Riau), whose registered office is at Jalan Khatib Sulaiman, Gunung Pangilun, Padang Utara, Kota Padang, Sumatera Barat, Indonesia (Hereinafter referred to as "Kopertis Wilayah X")

and

INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA

A public University established under section 5A (2) of the University and Universities College Act (UUCA) [1971] and incorporated in Malaysia [Co. No. 101067-P], a company limited by guarantee and not having a share capital by having its business address at International Islamic University Malaysia, Jalan Gombak, 53100 Kuala Lumpur (Hereinafter referred to as "IIUM")

Who may together be referred to as the "Parties" or in the singular as a "Party"

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1. Kopertis Wilayah X (covering all registered private institution of higher learning within Sumatera Barat, Riau, Jambi and Kepulauan Riau) and the IIUM are both legal entities fully empowered to conduct their own affairs.
 2. The Parties have agreed to enter into this Memorandum of Understanding ("MOU"), which is not legally binding, to record their wish to explore academic collaboration.
 3. The Parties wish to discuss potential collaboration on a non-exclusive basis in the following ways:
 - a. Developing staff of KOPERTIS X and its relevant institutions of Higher Learning through regular and customized postgraduate studies and/or professional trainings;
 - b. Exchange of undergraduate and postgraduate students with the objective of enrolling students in courses appropriate to their year and area of study;
 - c. Develop joint research projects and joint publications;
 - d. Exchange of invitations to scholars (faculty, research personnel, and postgraduate students) for lectures, visits and sharing experiences;
 - e. Exchange of invitations to scholars for participation in conferences, symposia, and seminars;
 - f. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and any other data and information of common interest; and any other areas of co-operation to be mutually agreed upon by the Parties.

4. Before the start of any programme(s) Kopertis Wilayah X may wish to undertake due diligence on the IIUM and carry out an approval of the IIUM for those programme(s) which are the subject of the proposed collaboration in accordance with the procedures of the Kopertis Wilayah X Board.
5. If, and to the extent that the partner approval and approval/validation of the programme(s) are successful, the Parties intend to enter into a legally binding contract specifying the academic and commercial terms of the collaboration.
6. Kopertis Wilayah X is not obliged to expend any monies or other resources in connection with this MOU.
7. Any information which Kopertis Wilayah X shares with the IIUM during this collaboration shall be strictly confidential and the IIUM will treat it as such.
8. This MOU does not imply that either Party shall have the right to use the Background Intellectual Property of the other Party without prior written consent. If the Parties anticipate that their collaborative efforts may result in the use of Background Intellectual Property or the creation of new intellectual property, they will first enter into a separate agreement establishing their respective therein. Neither Party obtains by this MOU any right, title or interest in, nor any right to reproduce nor to use for any purpose, the name, trade names, trade-or service marks, logos or copyrights of the other Party without its prior, written consent. "Background Intellectual Property" means property and the legal right therein of a Party or Parties developed before or independently of any collaboration with Kopertis Wilayah X and the IIUM, including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.
9. **Yandri A, SH, MH** is the point of contact at Kopertis Wilayah X; **Prof. Dr. Erry Yulian T. Adesta** is the point of contact at the IIUM.
10. This Memorandum of Understanding will last for 3 years from the date shown above.

Signed by the Parties to this Agreement:

SIGNED by:

Date:

28 APRIL 2018

PROF. DR. ABDELAZIZ BERGHOUT

Deputy Rector (Internationalisation and Global Network)

for and on behalf of INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA (IIUM)

SIGNED by:

Date:

28 APRIL 2018

PROF. DR. HERRI, MBA

Coordinator

for and on behalf of KOPERTIS WILAYAH X