



جامعة السلطان الشريف علي الإسلامية
UNIVERSITI ISLAM SULTAN SHARIF ALI
SULTAN SHARIF ALI ISLAMIC UNIVERSITY



MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITI ISLAM SULTAN SHARIF ALI

Represented by the Faculty of Agriculture

AND

MULAWARMAN UNIVERSITY

Represented by the Faculty of Agriculture

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "Agreement") is made on this day of June 2024.

BETWEEN

UNIVERSITI ISLAM SULTAN SHARIF ALI, an institute of higher learning incorporated pursuant to Universiti Islam Sultan Sharif Ali Order, 2008 for the purpose of this Agreement is represented by the Faculty of Agriculture with its main campus at Universiti Islam Sultan Sharif Ali, Kampus Sinaut, Km 33 Jln Tutong Kampong Sinaut Tutong TB1741, Negara Brunei Darussalam (hereinafter referred to as "**UNISSA**"), of the first part.

AND

MULAWARMAN UNIVERSITY, an institution of public higher education established in East Kalimantan on 27 September 1962, is represented by the Faculty of Agriculture, whose address is at Jalan Pasir Balengkong, Gn. Kelua, Kota Samarinda 75117, Kalimantan Timur, Indonesia, and shall include its lawful representatives and permitted assigns of the second part, (hereinafter referred to as "**UNMUL**").

(**UNISSA** and **UNMUL** shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:-

- A. **UNISSA** is Brunei Darussalam's premier Islamic university offering a variety of Islamic studies programs across disciplines based on Al-Quran and al-Sunnah in a systematic and efficient way through increasing productivity in teaching and effective learning, education, research and publication using modern technology. **UNISSA** strives to impart various Islamic knowledge to produce Muslim scholars and intellectuals who contribute to the development of the ummah and the state, in support of the efforts of Brunei Darussalam towards becoming a Zikir nation.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "Agreement") is made on this 10th day of June 2024.

BETWEEN

UNIVERSITI ISLAM SULTAN SHARIF ALI, an institute of higher learning incorporated pursuant to Universiti Islam Sultan Sharif Ali Order, 2008 for the purpose of this Agreement is represented by the Faculty of Agriculture with its main campus at Universiti Islam Sultan Sharif Ali, Kampus Sinaut, Km 33 Jln Tutong Kampong Sinaut Tutong TB1741, Negara Brunei Darussalam (hereinafter referred to as "**UNISSA**"), of the first part.

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- B. **UNMUL** is an established public university dedicated to being an international standard university by participating in the nation's development through education, research, and community services based on the natural resources, in the particular humid tropical rain forest and its environment.
- C. The Parties are desirous to collaborate in research projects which are to be equally funded by the Parties.
- D. In achieving the above mentioned objectives, the Parties are desirous of formalizing this collaboration by entering into this Agreement subject to the terms and conditions as stipulated herein.
- E. The Parties agree that this Agreement is to be operationalized on behalf of **UNISSA** by the Faculty of Agriculture, and on behalf of **UNMUL** by the Faculty of Agriculture.

NOW IT IS HEREBY AGREED as follows:

1. Objectives of this Agreement

UNISSA and **UNMUL** shall endeavour to assist and support each other in collaboration for the following field:-

Student Activities Collaboration

- a) The collaboration will be realised summer school students in both Institutions.
- b) Duration: 1-2 weeks.
- c) Maximum number of participants per delegation: 30
- d) Registration Fees: funded by the home institution
- e) Accommodation and transportation: provided by the host institution.
- f) Expected outcomes: Providing an enthusiastic and natural environment for learning and developments in the agricultural sector at both universities as well as the mutually beneficial sharing of academic and social experiences, and the enhancing of friendships.

Lecturer exchange:

- financing by each university organizing the activity

Seminar speaker:

- financing by each university organizing the activity

Joint research and publications:

- financing by each university organizing the activity

2. **Obligations of the Parties**

In consideration of the covenants herein, the Parties agree that their respective obligations under this Agreement shall be as follows:

2.1 **Obligations of UNISSA:**

- (i) To provide funds for **UNISSA** participants in participating in any collaborative activities pursuant to Clause 1 (a).
- (ii) To provide accommodation and transportation for **UNMUL** delegation/ participants.

2.2 **Obligations of UNMUL:**

- (i) To provide funds for **UNMUL** participants in participating in any collaborative activities pursuant to Clause 1 (a).
- (ii) To provide accommodation and transportation for **UNISSA** delegation/ participants.

3. **Confidentiality**

- 3.1 (a) Neither Party shall at any time publish or, disclose to any third party, the contents of this Agreement or any Confidential Information of the other Party, acquired pursuant to this Agreement without the written consent of the other Party.
- (b) For the purpose of this Agreement, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and

merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Agreement; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

- 3.2 The Parties hereto acknowledge that in the event of any breach of this clause 3 by either Party, the disclosing Party may suffer substantial loss and damage; which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this clause 3 in addition to all other remedies available to the disclosing Party in law.

4. Commencement, Duration and Renewal

- 4.1 This agreement shall commence on the date of its signing by the Parties (hereinafter referred to as "the commencement date") and shall remain in force thereafter for a period of three (3) years, subject to termination and extension hereafter provided.

- 4.2 This Agreement may be renewed upon the mutual agreement of both Parties.

5. Right to Publish

The data and information accruing from this Agreement, which are of academic importance for the enrichment of knowledge, may be published by **UNISSA** and **UNMUL** in accordance with **UNISSA** and **UNMUL** policy.

6. Relationship of the Parties

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

7. Public Statement

Both Parties agree that no public statement shall be made on this Agreement, or in relation to any products, processes or inventions developed as a result of this Agreement unless approved first by both Parties.

8. Name, Official Emblem and Logo

8.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

8.2 Any use of the Brand Materials for the purposes stated in clause 8.1 above shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other party's Brand Materials.

9. Termination

9.1 If **UNISSA** or **UNMUL** (as the case may be) commits any of the conditions stated herein, then, the aggrieved Party shall be entitled to terminate this Agreement by serving a notice to that effect pursuant to Clause 9.2 below:

- a) Either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
- b) Either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or

- c) Either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or
- d) Either Party fails to comply with any of the obligations under this Agreement.

9.2 The notice to terminate shall not be less than twenty-one (21) days, save for in the case of sub-clause 9.1(d), whereby the notice to terminate shall take effect only after the non-defaulting Party first giving twenty-one (21) days' notice in writing to the defaulting Party to remedy a default, and where such default is not remedied within that period, upon giving not less than further twenty-one (21) days' notice of termination.

9.3 In any event, either party may terminate this agreement by giving one (1) Month's written notice to the other party. Notwithstanding the expiry or the earlier termination of this agreement pursuant to clause 9.1 herein, the obligations of the parties in clause 3 herein shall survive and remain binding on the parties for a period of five (5) years from the expiry or the earlier termination of this Agreement (as the case maybe) or, the expiry or the earlier termination of the renewed period (as the case maybe) as provided in clause 4.2 herein

9.4 Upon termination of this Agreement, both Parties shall have no obligation to each other except for payments still outstanding and payable by **UNISSA** to **UNMUL**, or **UNMUL** to **UNISSA** for activities already undertaken prior to the date of such termination.

10. Notices

Any notice or communication between the Parties shall be delivered to the address, or sent to the facsimile number or emailed to the following:

For UNISSA: Address Faculty of Agriculture, Universiti Islam
Sultan Sharif Ali, Kampus Sinaut Km 33
Jln Tutong Kampong Sinaut, Tutong
TB1741, Negara Brunei Darussalam

Telephone no. +673-2462000
Facsimile no. +673-2462366 /+673-2462233
Contact person Associate Professor Dr Hajah Rose Binti
Abdullah
Email address foa@unissa.edu.bn /
puspaa@unissa.edu.bn

For UNMUL: Address Faculty of Agriculture, Mulawrman University
Jl. Pasir Balengkong, Kampus Gunung
Kelua, Samarinda. Kalimantan Timur,
Indonesia

Telephone no. (05411) 749352 479314
Facsimile no. (0541) 479314
Contact person Prof. Dr. Bernatal Saragih, S.P., M.Si
Email address faperta@unmul.ac.id

11. Governing Law and Dispute Resolution

- 11.1 This Agreement shall be construed and interpreted in accordance with the laws of Brunei Darussalam.
- 11.2 The parties shall make every effort to amicably resolve, by direct informal negotiation, any dispute arising between them pursuant to or in connection with this Agreement.
- 11.3 If the Parties are unable to amicably resolve a dispute within **thirty (30) days** from the date when such dispute arose, either party shall require that dispute be referred for resolution by arbitration.
- 11.4 The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between parties, or failing agreement, to be nominated in accordance with the International Arbitration Order, 2009, for the time being in force in Brunei

Darussalam or the Indonesia Arbitration in Jakarta. The applicable rules of Arbitration shall be the UNCITRAL Rules of Arbitration or the Indonesia Arbitration.

- 11.5 The seat and place of Arbitration shall be in Brunei Darussalam or the Indonesia Arbitration in Jakarta and the language of Arbitration shall be English.
- 11.6 All rights and obligations of the parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.
- 11.7 Any reference to Arbitration under this **Clause 11** shall be a submission to arbitration within the meaning of the *International Arbitration Order, 2009*, for the time being in force in Brunei Darussalam or the Indonesia Arbitration in Jakarta.
- 11.8 The application of Part II of the *International Arbitration Order, 2009* or the Indonesia Arbitration in Jakarta and the model law referred thereto, to this agreement is hereby excluded.

12. E-Communication and Signature

The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other Party without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

13. Force Majeure

- 13.1 Force majeure means all events beyond the control of the party claiming Force Majeure which cannot be foreseen or if foreseeable are unavoidable, which occur after the execution of this Agreement which prevent or hinder the performance of the Parties' obligations under the Agreement (or any of them), including but not limited to:

13.1.1 acts of God;

13.1.2 War, hostilities, riot, insurrection or civil commotion, malicious damage,

blockades, embargoes, strikes, lockouts and industrial disputes affecting such Performance; and

13.1.3 Flood, fire, rainstorms and other natural physical disasters, plague or other epidemic.

13.2 If a Force Majeure prevents or hinders performance by the Parties of their Obligations under this Agreement (or any of them), the Party so affected shall:

13.2.1 not be held liable for delay or failure in performing such obligations for so long as the Force Majeure continues to affect and/or prevent performance;

13.2.2 forthwith notify the other (giving full details thereof) and within **seven (7) working days** from the date of such notice, the Parties shall meet to determine by agreement the consequences. if no agreement is reached within a further period of **thirty (30) working days** and if the circumstances of Force Majeure continue, either Party shall have the right to terminate this Agreement by giving written notice to that effect to the other.

14. Amendment and Variation

The terms stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendment, alteration, changes and modifications shall be made in writing and signed by the Parties hereto.

15. Assignment

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

16. Mutual Cooperation and Relationship

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close cooperation and mutual assistance.

17. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreements or understandings between the Parties relating to the subject matter thereof.

18. Severability

In the event that any term or provision or part of term or provision of this Agreement shall be determined invalid, unlawful or otherwise unenforceable to any extent, such term or provision or part of a term or provision shall be deemed severed from the remaining terms or provisions of this Agreement and the remaining terms and provisions of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF UNISSA and UNMUL hereunto have executed this Memorandum of Agreement on the year and date first above written:

SIGNED BY
for and on behalf of

**UNIVERSITI ISLAM SULTAN
SHARIF ALI**



**Associate Professor Dr Hajah
Rose Binti Abdullah
Dean
Faculty of Agriculture**

SIGNED BY
for and on behalf of

MULAWARMAN UNIVERSITY



**Prof. Dr. Ir. Rusdiansyah, M.Si
Dean
Faculty of Agriculture**

In the presence of:



**Dr Nur Thaqifah Salihah Binti Haji
Mohd Salleh
Deputy Dean
Faculty of Agriculture**

In the presence of:



**Prof. Dr. Bernatal Saragih, S.P., M.Si
Vice Dean of Academic Affairs**