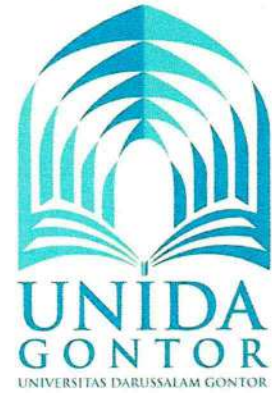




جامعة السلطان الشريف علي الإسلامية  
UNIVERSITI ISLAM SULTAN SHARIF ALI  
SULTAN SHARIF ALI ISLAMIC UNIVERSITY



## **MEMORANDUM OF AGREEMENT**

**BETWEEN**

**UNIVERSITI ISLAM SULTAN SHARIF ALI,  
BRUNEI DARUSSALAM  
Represented by Faculty of Shariah and Law**

**AND**

**UNIVERSITAS DARUSSALAM,  
GONTOR, INDONESIA  
Represented by Faculty of Shari'ah**

**ON**

**STUDENT AND STAFF EXCHANGE PROGRAMME**

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**ON**

**STUDENT AND STAFF EXCHANGE PROGRAMME**

Today, 5<sup>th</sup> October 2022, in BRUNEI DARUSSALAM, this MEMORANDUM OF AGREEMENT hereinafter referred to as "the Agreement", is made and entered into by and between:

**I. UNIVERSITI ISLAM SHARIF ALI, BRUNEI DARUSSALAM, represented by the Faculty of Shariah and Law, a State university incorporated pursuant to the Universiti Islam Sultan Sharif Ali Act ( Cap.212 of Laws of Brunei Darussalam), with address at Simpang 347, Jalan Pasar Baharu, Gadong, Bandar Seri Begawan, Negara Brunei Darussalam, BE1310, hereinafter referred to as "UNISSA";**

**and**

**II. UNIVERSITAS DARUSSALAM, GONTOR, INDONESIA, represented by the Faculty of Shari'ah, a fully accredited private Islamic university, established by decision of the Minister of Education and Culture of Indonesia Number 179/E/O/2014 dated 4 July 2014, whose address is at Jl. Raya Siman KM.6, Siman, Ponorogo, Jawa Timur 63471, hereinafter referred to as "UNIDA Gontor".**

**UNISSA and UNIDA, in this Agreement, are also individually referred to as "The Party" or collectively as "The Parties".**

**WHEREAS:**

A. UNISSA is Brunei Darussalam's premier Islamic university which consistently focuses on its core mission of educational and international excellence. UNISSA has already set up its vision as a leading and outstanding university in the region, in the fields of Islamic-based academic and professional courses.

- B. UNIDA Gontor is an established University with a track record of educational excellence and research and with a dynamic program of collaborative arrangements with many international counterparts.
- C. A Memorandum of Agreement (MoA) will be signed between UNISSA and UNIDA Gontor on the 5<sup>th</sup> of October 2022 to establish a basis of direct cooperation and collaboration in the fields of research, education and training programs of mutual interest and benefit to both PARTIES.
- D. Following on from the MoA, and further discussions between the PARTIES, the PARTIES would like to collaborate in the area of Staff and Student Exchange.
- E. This Agreement sets out below the definite framework and arrangement of both PARTIES for such collaboration.
- F. In achieving the objectives of this Agreement, the PARTIES shall work on the basis of reciprocity in areas of mutual interest within the parameters of their laws, constitutions, regulations and/or policies.

On those bases, the PARTIES have agreed to make an Agreement on Staff and Student Exchange, with the following provisions:

## **Article 1 DEFINITIONS AND INTERPRETATION**

- 1.1 In the Agreement, unless inconsistent with the context or otherwise specified, the following definitions shall apply:
  - 1.1.1. “Agreement” means this Agreement, including Articles and Appendixes.
  - 1.1.2. “Exchange Students” mean those students participating in the Student Exchange Programmes implemented by the Agreement.
  - 1.1.3. “Home University” means the university from which the students intends to graduate
  - 1.1.4. “Host University” means the university which has agreed to receive the Exchange Students from the Home University.
- 1.2 References herein to Articles and Appendixes are to Articles and Appendixes to the Agreement.
- 1.3 The Recitals and Appendixes to the Agreement shall be deemed to form part of the Agreement. The Parties acknowledge that the Recitals and Appendixes are true and correct and shall have the same force and effect as if expressly set forth in the body of the Agreement.

- 1.4 The headings to the Articles and the Appendixes are inserted for ease of reference only and shall not affect the interpretation and construction of the Agreement.
- 1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa; words importing gender include every gender and words denoting person shall include a natural person, company, firm, unincorporated association and any other legal entity whether acting as a trustee or not.
- 1.6 Any reference to a working day shall mean a reference to any day other than a day which either Party is not open for business, and any reference to a month or year shall mean a month or year according to the Gregorian calendar.
- 1.7 Any reference to a Party to the Agreement includes a reference to his successors and permitted assigns.
- 1.8 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

## **Article 2 OBJECTIVE**

The Parties have agreed to implement the exchange of staff and students according to the terms laid out in:

Appendix 1 – Exchange of Students

Appendix 2 – Exchange of Staffs

## **Article 3 VALIDITY AND RENEWAL**

**3.1** The Agreement shall come into force on the date of signing by the parties and shall continue in force for a period of **three (3) years**.

**3.2** The Agreement may be renewed upon the mutual agreement in writing by the PARTIES.

## **Article 4 RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this Agreement shall be construed as establishing or creating a partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided in the Agreement. Neither party shall have, nor represent that it has any authority to make any commitments, act or assume any obligation or responsibility on the other party's behalf or for its own benefit to use or otherwise in any way exploit the name of or to claim or express any association or partnership with the other party.

**Article 5**  
**TERMINATION**

- 5.1 If either PARTY fails to comply with any of the obligations under this Agreement, the aggrieved PARTY shall give a notice in writing of not less than fourteen (14) days to the either PARTY to remedy the default and where such default is not remedied in that period, the aggrieved PARTY shall be entitled terminate the Agreement by giving the defaulting PARTY a written notice to terminate of not less than thirty (30) days before the date of termination.
- 5.2 Notwithstanding clause 4(1) above, this Agreement may be terminated upon the mutual agreement in writing of both PARTIES.
- 5.3 Unless otherwise agreed, activities commencing or in operation before the date of termination shall be allowed to continue until such activities have been completed.

**Article 6**  
**FORCE MAJEURE**

- 6.1 Neither Party shall be liable for any delay in performing or failure to perform any of its obligations under the Agreement caused by events beyond its reasonable control ("Force Majeure Event"), including but not limited to:
- 6.1.1 acts of God
  - 6.1.2 war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and
  - 6.1.3 flood, fire, rainstorms and other natural physical disasters, outbreak diseases, plague or other epidemics.
- 6.2 The Party claiming the Force Majeure Event shall promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and shall take reasonable steps to overcome the delay and stoppage.
- 6.3 If the Party claiming the Force Majeure event has complied with **Clause 5.2**, its performance under the Agreement shall be suspended for the period that the Force Majeure Event continues and the Party shall have an extension of time for performance which is reasonable and in any event equal to the period of delay and stoppage. As regards such delay or stoppage:
- 6.3.1 any costs arising from the delay and stoppage shall be borne by the Party incurring the costs;

- 6.3.2 either party may, if the delay or stoppage continues for more than **thirty ( 30) continuous days**, terminate the Agreement with immediate effect on giving written notice to the other, and neither party shall be liable to the other for such termination.
- 6.4 A statement in writing by a competent, authoritative, independent body such as the local Chamber of Commerce, confirming the veracity of a Force Majeure Event claimed by either Party, shall be accepted as conclusive evidence thereof.

#### **Article 7 PUBLIC STATEMENT**

PARTIES agree that no public statement shall be made on this Agreement unless approved first by the PARTIES.

#### **Article 8 NOTICES**

8.1 Any communication, notice or demand under the Agreement will be written in English and delivered by hand or by registered mail to the address or sent to the electronic mail address or facsimile number of either UNISSA or UNIDA, as the case may be, shown below or to such other 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:

**a. Faculty of Shariah and Law, UNISSA, Brunei Darussalam:**

Contact Person : Dr Hajah Nurzakiah binti Haji Ramlee  
Address : Simpang 347, Jalan Pasar Baharu. Gadong BE 1310  
Facsimiles No. : +6732462233  
Contact No : +6732462000  
Email Address : [nurzakiah.ramlee@unissa.edu.bn](mailto:nurzakiah.ramlee@unissa.edu.bn)

**b. Faculty of Shari'ah, UNIDA, Gontor, Indonesia :**

Contact Person : Dr. Imam Kamaluddin, L.c., M.Hum  
Address : Jl. Raya Siman, Demangan, Siman, Ponorogo, Jawa Timur  
63471, Indonesia,  
Facsimiles No. :  
Contact No : (0352) 483762  
Email Address : [syari'ah@unida.gontor.ac.id](mailto:syari'ah@unida.gontor.ac.id)

8.2 Such notice or document shall be deemed to be fully served:

8.2.1 If delivered by hand during the normal business hours of the addressee to the addressee's address-at the time of delivery;

8.2.2 If sent by registered post during the normal business hours of the addressee-on the **seventh (7<sup>th</sup>) working** day after posting;

8.2.3 If sent by facsimile transmission during the normal business hours of the addressee-at the time of successful transmission;

8.2.4 If sent by email during the normal business hours of the addressee, provided it was sent to the correct address, **twenty-four (24) hours** after the time it was sent.

8.3 A notice shall be deemed to be effective from the time of service or on the notice's effective date, whichever is the later.

## **Article 9 VARIATION**

The term stipulated in the Agreement shall not be amended, altered, changed or otherwise modified unless with the mutual consent of the PARTIES, and such amendments, alterations, changes and modification shall be made in writing and signed by the PARTIES hereto.

## **Article 10 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam.

## **Article 11 DISPUTE RESOLUTION**

11.1 The Parties shall make every effort to amicably resolve, by mutual negotiation and discussion, any dispute arising between them pursuant to or in connection with this Agreement.

11.2 If the Parties are unable to amicably resolve any dispute within **thirty (30) days** from the date when such dispute arose, either party shall require that the dispute be referred for resolution by arbitration in accordance with the provisions of the *International Arbitration Order, 2009, Constitution of Brunei Darussalam (Order under Article 83(3))*.

11.3 The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the Parties, or failing agreement, to be nominated in accordance with the *International Arbitration Order 2009*. The applicable rules of Arbitration shall be the UNCITRAL Rules of Arbitration.

11.4 The seat and place of Arbitration shall be in Brunei Darussalam and the language of the arbitration shall be English.

11.5 All rights and obligations of the Parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.

11.6 Any reference to arbitration under this Article shall be a submission to arbitration within the meaning of the International Arbitration Order, 2009, for the time being in force in Brunei Darussalam.

11.7 The application of Part II of the International Arbitration Order, 2009, and the Model Law referred thereto, to this Agreement is hereby excluded.

#### **Article 12 ASSIGNMENT**

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

#### **Article 13 NAME AND LOGO**

Neither PARTY shall use, nor permit any person or entity to use the name nor logo (or any variation thereof) of the other PARTY in any form of advertising or publication without first obtaining the written consent of the other PARTY.

#### **Article 14 MUTUAL CO-OPERATION AND RELATIONSHIP**

PARTIES shall use their best endeavors to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under the Agreement in accordance with the spirit of close co-operation and mutual assistance.

#### **Article 15 SEVERABILITY**

In the event that any term of provision or part of a term or provision of this Agreement shall be held or 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 and provisions of the Agreement, and the remaining terms and provisions of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

#### **Article 16 WAIVER**

No failure or delay by any Party in exercising any right, power or remedy under the Agreement shall operate as a waiver hereof, nor shall any single or partial exercise of the



same preclude any further exercise thereof, or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that and other provision hereof.

**Article 17  
ENTIRE AGREEMENT**

The Agreement, including its Annexures, constitutes the entire agreement between the Parties and supersedes agreements or understandings between the Parties relating to the subject matter hereof.

**Article 18  
SUSPENSION**

Each Party 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 the Agreement, which suspension shall take effect immediately after notification has been given to the other Party in accordance to this Agreement.

**Article 19  
CLOSING**

- 19.1 The Agreement is only written in English
- 19.2 This Agreement is made in two original copies having equal validity, one copy for UNISSA and one copy for UNIDA, after it was officially signed and stamped by both **PARTIES** on the date mentioned at the beginning of this Agreement.

**UNIVERSITI ISLAM SULTAN  
SHARIF ALI, BRUNEI DARUSSALAM**  
Represented by  
Faculty of Shariah and Law

*Nurzakiah*

**In the presence of:**

**Dr Hajah Nurzakiah binti Haji Ramlee**  
Dean  
Faculty of Shariah and Law

**Date:** 5/10/2022

**UNIVERSITI DARUSSALAM  
GONTOR, INDONESIA**  
Represented by  
Faculty of Shari'ah



**In the presence of:**

**Dr. Imam Kamaluddin, Lc., M.Hum**  
Dean  
Faculty of Shariah

**Date:** 5/10/22

## **Appendix 1 Exchange of Students**

### **1. Scope of exchange**

The exchange of students will be between Faculty of Shariah and Law (UNISSA) and Faculty of Shari'ah (UNIDA) chosen and approved by each Party for this programme.

### **2. Students Exchange**

#### **2.1 Number**

The Parties are prepared to send students and receive the equivalent number in exchange annually, at a maximum of three (3) semester students per academic year from each. ("Exchange Student/s")

#### **2.2 Balance**

While balance in the number of exchanges is the goal, the Parties recognise that this may not be achievable in each year of the exchange. Reasonable efforts will be made to achieve parity over a period of **three** (3) academic years.

#### **2.3 Selection and Acceptance of Exchange Students**

Selection of candidates shall be made by the Home University. Parties shall strive to select students of the highest quality for participation in the programme.

Candidates are to be Bachelor's or Master's degree students. Bachelor's students must have completed first two years of study at the Home University by the start date of the exchange period.

The Home University shall ensure that its candidates satisfy the language proficiency requirement for admission by means of an official test score.

Selected students shall then be nominated for an exchange in accordance with the published procedures of the Host University.

The Home University shall send to the Host University letters of recommendation for the nominated Exchange Students by a date to be mutually agreed between parties.

UNISSA's Faculty of Shariah and Law Exchange Students are to attend Shariah courses at the Faculty of Shari'ah, UNIDA.

UNIDA's Faculty of Shariah Exchange Students are to attend Shariah courses at Faculty of Shariah and Law, UNISSA.

The language of instruction at both universities is Arabic. Exchange Students may enter programmes taught in an another language, if their language level meets the requirements of that programme.

Exchange Students shall abide by the relevant regulations of the Host University.

The Host University shall have the right to make the final decision on accepting students to the Exchange Programme and to individual courses.

## **2.4 Rights and Obligations**

Exchange students shall be registered at the Host University as non-degree students.

Exchange students shall be subject to the relevant rules and procedures of the Host University.

Each exchange student shall be provided with the same academic resources and support services as are normally provided by the Host University to other students of the same academic level.

Exchange students shall receive reasonable assistance from the Host University in locating suitable accommodation.

Exchange students shall comply with national requirements regarding visas and residence permits. The Host University shall endeavour to help the Exchange Students to follow the appropriate procedures.

Each exchange student shall be responsible for making own arrangements for a suitable insurance plan, which must include a sufficient medical coverage.

## **2.5 Academic Record and Credit Transfer**

The Host University shall undertake to provide transcripts of each Exchange Student's academic performance during the exchange period, which shall be sent directly to the Home University. Any academic credit earned at the Host University will be transferred back to the Home University, in accordance with procedures determined by the latter.

## **2.6 Costs**

Exchange Students shall pay their regular tuition and fees to the Home University. No tuition costs will be charged by the Host University for regular academic courses.

Exchange students shall be responsible for all costs associated with the exchange period, including those of accommodation, visas, residence permits, medical check-ups and insurance.

## **3. Legal and Procedural Compliance**

Exchange Students must comply with national requirements regarding visas and residence permits. The Host University will use its best endeavour to help Exchange Students to follow the appropriate procedures.

Exchange Students will be subject to the relevant rules and procedures of the Host University.

Any breach of those rules and regulations will be dealt with in accordance with the established policies and procedures of the Host University in consultation with the Home University.

Exchange Students shall ensure that they keep their Host University fully informed of their contact details during the period of their exchange. The Host University will act as the point of contact for the student.

#### **4. Standard of Conduct**

Parties expect the highest standards of conduct from the Exchange Students at all times.

The Host University is shall be entitled to terminate the enrolment of any particular Exchange Student by issuing a written notice in writing to the Home University, in the event that the Exchange Student commits any breach of:

- (a) The rules and policies of the host university which are of sufficient gravity (at the sole discretion of the Host University) to warrant expulsion if committed by the students ~~in~~ at the Host University; or
- (b) The laws and regulations of the country of the Host University.

In the event of such termination, Parties shall assist each other in the repatriation of the said Exchange Student, which shall be the Exchange Student's own expense.

### **Appendix 2 Exchange of staffs**

#### **1. Scope of exchange**

The exchange is open to all academic staff/Lecturers and will be between Faculty of Law and Shariah (UNISSA) and Faculty of Shari'ah (UNIDA) chosen and approved by each Party for this programme (Exchange Staff/Lecturer).

#### **2. Quantity of exchange**

The number of Exchange Staff/Lecturers that shall be accepted by the Host University is between ONE to THREE (1-3) per academic year.

#### **3. Duration**

The duration of exchange shall be for the minimum period of ONE (1) week up to a maximum period of SIX (6) months.

#### **4. Academic Calendar**

Each Host University shall be responsible for planning the activities of an Exchange Staff/Lecturer along the lines of teaching, reviewing, attending academic discussions, attending short courses, and other relevant activities.

#### **5. Logistic responsibility**

To better facilitate the exchange, the Host University shall have the responsibility to brief an Exchange Staff/Lecturers of necessary information such as on the available academic and non-academic programs, insurances to be taken and other required information.

The Host University shall provide a reasonable assistance to an Exchange Staff/Lecturer in locating a suitable accommodation.

#### **6. Certification and credit**

Where appropriate, the relevant faculty of the Host University may issue an academic certificate to an Exchange Staff/Lecturer, at the end of an exchange period.

#### **7. Standard of Conduct**

Exchange Staff/Lecturer shall respect and adhere to all the rules and regulations of the Host University, as well as any law, regulation or order in force in the country of the Host University.

#### **8. Guidelines for Home and Host University**

A Host University has the right to end an exchange period if the Exchange Staff/Lecturer is found, after a hearing conducted by the Host University, to have violated any of the its rules and regulations, or any law, regulation or order in force in the country of the Host University.

#### **9. Cost of exchange**

Accommodation for the Exchange Staff/Lecturer will not be provided and accommodation cost shall be borne by the Exchange Staff and Lecturer. Other costs, such as transportation, Visa Permit Fees, health insurance, safety insurance, language

course fees, and other miscellaneous costs shall also be borne by the Exchange Staff/Lecturer.

#### **10. Salary/Allowances**

The Host University shall not be responsible to pay any salary or allowances to the Exchange Staff/Lecturer.