



Memorandum of Agreement

Between
FAKULTAS EKONOMI DAN BISNIS ISLAM
INSTITUT AGAMA ISLAM NEGERI (IAIN)
FATTAHUL MULUK PAPUA



and
AUSTRALIAN CENTRE FOR ISLAMIC FINANCE (AUSCIF)

of
UNDERSTANDING IN THE FRAMEWORK FOR INCREASING THE
IMPLEMENTATION OF HIGHER EDUCATION COLLABORATION
ON TRI DHARMA PERGURUAN TINGGI

On this day, **Wednesday, August 23, 2023**, at the State Islamic University of Prof. K.H. Saifuddin Zuhri Purwokerto, Indonesia has signed a Memorandum of Agreement by and between:

1. **Dr. M. Anang Firdaus, S.Ag, M.Fil.I** : As Dean Fakultas Ekonomi dan Bisnis Islam Institut Agama Islam Negeri Fatahul Muluk Papua. Address: Jl. Merah Putih Buper Distrik Heram, Kota Jayapura, Papua, Indonesia 99334, hereinafter referred to as:
----- **"FIRST PARTY"** -----

2. **ALMIR COLAN** : As Director of Australian Centre for Islamic Finance (AUSCIF), Melbourne, Victoria, Australia, hereinafter referred to as:
----- **"SECOND PARTY"** -----

Furthermore, the FIRST PARTY and the SECOND PARTY are jointly called the revised PARTIES to make a joint understanding regarding cooperation in the field of improving the implementation of the Tri Dharma of Higher Education as below:

1. The FIRST PARTY is a higher education institution responsible for organizing and implementing the Tridharma of higher education in education, research, and community service.
2. The SECOND PARTY is a higher education institution responsible for organizing and implementing the Tridharma of higher education in education, research, and community service.
3. The PARTIES, with their respective competencies and functions, build and carry out cooperation that provides mutual benefits to the PARTIES.

Therefore, THE PARTIES cooperate with the terms and conditions in the articles below. Therefore, THE PARTIES attach themselves to cooperate with the terms and conditions as expressed in the articles below:

Article 1

Purpose and objectives

1. The purpose of this Memorandum of Agreement is to serve as a basis for the PARTIES in carrying out mutually supportive cooperation in the framework of carrying out tasks based on laws and regulations with the scope of activities as referred to in the content of this Memorandum of Understanding.
2. The purpose of this Memorandum of Agreement is to support and optimize the implementation of the duties and functions of the PARTIES.

Article 2

Scopes

The scope of this Memorandum of Agreement includes:

1. Educational Aspects, including scientific meetings at both national and international levels, seminars, and capacity building of other human resources related to Islamic economics and business science through education;
2. Research Aspects, including writing scientific papers, research collaborations, and developing scientific publications in Islamic economics and business science.
3. Aspects of community service to support the implementation of the duties and functions of the PARTIES.
4. Other supporting aspects, including comparative studies, student activities, and other supporting factors can be used as a means of joint development of THE PARTIES.

Article 3

Responsibility

THE PARTIES are responsible for carrying out all matters related to the objectives of this Memorandum of Understanding following the scope of the mutual agreement with due observance of the applicable laws and regulations.

Article 4

Implementation

1. The implementation of this Memorandum of Agreement can be further regulated in a separate Cooperation Agreement, which controls the details of work, work mechanism, rights and obligations of the PARTIES, and other matters deemed necessary.
2. To implement the Cooperation Agreement referred to in paragraph (1), THE PARTIES will appoint representatives according to their needs, duties, and functions.
3. Each Cooperation Agreement, as referred to in paragraph (1), is an integral part that cannot be separated from this Memorandum of Agreement.

Article 5

Period

1. This Memorandum of Agreement is valid for 5 (five) years since it was signed and can be extended or terminated by agreement of THE PARTIES.
2. This Memorandum of Agreement ends when:
 - a. Finally, the period referred to in Article 5, paragraph (1);
 - b. There are statutory provisions and/or policies of the Government of the Malaysia Federal and the Republic of Indonesia that do not allow this Memorandum of Agreement to take place; or

- c. The Parties suggest ending this Memorandum of Agreement before the expiration of the period as referred to in Article 5 paragraph (1).
3. Suppose one of the PARTIES intends to terminate this Memorandum of Agreement before the period referred to in paragraph (2) letter c expires. In that case, the PARTY must first submit written notification to obtain approval from the other PARTY no later than 1 (one) month before the planned termination.
4. If this Memorandum of Agreement is not renewed, either due to the request of one of the parties referred to in paragraph (2) or for other reasons, the termination of the Memorandum of Understanding will not affect the rights and obligations of each party which must be completed before the termination of the Memorandum of Understanding.

Article 6

Monitoring and evaluation

THE PARTIES either individually or jointly monitor and evaluate the implementation of the tasks referred to in Article 3 at least once in 1 (one) year.

Article 7

Cost

THE PARTIES bears all costs required for the implementation of this Memorandum of Agreement in accordance with their respective duties, authorities, and responsibilities.

Article 8

Secrecy

1. THE PARTIES are required to maintain the confidentiality, use, and security of data and/or information obtained under this Memorandum of Agreement following statutory provisions.
2. Data and/or information on the results of cooperation based on this Memorandum of Agreement may be provided to other interested parties as long as they receive the approval of THE PARTIES.
3. Subject to the provisions of paragraph (2) of this article, either Party, without obtaining approval based on paragraph (2) of this article, discloses the requirements of the Memorandum of Agreement and any data or information in the following circumstances:
 - a. To the extent required by law or government regulation or a recognized government agency having jurisdiction over the Party concerned; or
 - b. To the extent required by the decision of a court of lawful jurisdiction.
4. THE PARTIES must state the data source in using data and/or information obtained from the FIRST PARTY or SECOND PARTY.

Article 9

Changing

This Memorandum of Agreement can be changed or supplemented with prior written approval from the Parties, which will be outlined in amendments or other written documents which become an integral and inseparable part of this Memorandum of Agreement.

Article 10
Dispute resolution

If there are differences of opinion in understanding or disclosing parts of the contents, or those that occur in connection with the implementation of this Memorandum of Agreement will be resolved by deliberation and consensus by the PARTIES.

Article 11
Closing

This Memorandum of Agreement was drawn up in 2 (two) copies and signed by the PARTIES on the day and date as mentioned above, each of which is sufficiently stamped and has the same legal force for THE PARTIES.

Thus this Memorandum of Agreement was drawn up in the spirit of good cooperation to be obeyed and implemented by the PARTIES.

FIRST PARTY



Dr. M. Anang Firdaus, S.Ag, M.Fil.I

SECOND PARTY



ALMIR COLAN