



MEMORANDUM OF AGREEMENT

BETWEEN

**KOKAND UNIVERSITY
(UZBEKISTAN)**

AND

**FACULTY OF ISLAMIC LAW AND ISLAMIC
ECONOMICS
STATE ISLAMIC UNIVERSITY COLLEGE
SYAIKH ABDURRAHMAN SIDDIK BANGKA
BELITUNG**

(DATE: November 17, 2021)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("the Agreement") is made this November, day of 17, 2021.

BETWEEN

FACULTY OF ISLAMIC LAW AND ISLAMIC ECONOMICS, STATE ISLAMIC UNIVERSITY COLLEGE SYAIKH ABDURRAHMAN SIDDIK BANGKA BELITUNG, a higher education institution located at Jl. Raya Petaling Km.13 Desa Petaling Kec.Mendo Barat Kab. Bangka Prov. Kep. Bangka Belitung 33173) 9108206

AND

KOKAND UNIVERSITY, Kokand University (Qo'qon Universiteti) – the first non-governmental university in Uzbekistan located in Kokand city, Ferghana region. Kokand University was established on the basis of the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan on August 17, 2019 No 683.

Faculty of Islamic Law Islamic State Institute Syaikh Abdurrahman Siddik Bangka Belitung and Kokand University shall hereinafter be referred to individually as "Party" or collectively as "Parties" as the case may be.

WHEREAS

- A. **FACULTY OF ISLAMIC LAW AND ISLAMIC ECONOMICS, STATE ISLAMIC UNIVERSITY COLLEGE SYAIKH ABDURRAHMAN SIDDIK BANGKA BELITUNG** is an established Institute under Ministry of Religious Affairs of Republic Indonesia.
- B. Background of **FACULTY OF ISLAMIC LAW AND ISLAMIC ECONOMICS, ISLAMIC STATE INSTITUTE SYAIKH ABDURRAHMAN SIDDIK BANGKA BELITUNG**
This institution was established to promote talented human resource and academic excellence in the field of Islamic education.
- C. Background of the project
Being pioneer in Islamic education, **FACULTY OF ISLAMIC LAW AND ISLAMIC ECONOMICS, ISLAMIC STATE INSTITUTE SYAIKH ABDURRAHMAN SIDDIK BANGKA BELITUNG** would like to go global. Student and staff exchange, research collaboration and other academic activities are expected to be among the steps to achieve the goal.

NOW THEREFORE, THE PARTIES HEREBY AGREE ON THE TERMS AND CONDITIONS OF THEIR COLLABORATION AS FOLLOWS:

1. INTERPRETATION

1.1 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) Words importing the singular shall include the plural and vice versa, wherever the context so admits.
- (b) Words and expressions importing the masculine gender shall include the feminine and neuter genders and vice versa.
- (c) The headings and sub-headings to the Clauses are the convenience of reference only and shall not affect the interpretation and construction thereof.
- (d) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variation and cognate expressions of the word or expression so defined.

1.2 Language

All documentation under or pursuant to this Agreement shall be in English.

1.3 Period of Performance

This Agreement shall come into force on the November 17, 2021 and shall continue for a period of five (5) years unless terminated in accordance with the terms of this Agreement.

2. OBLIGATIONS AND RESPONSIBILITIES OF PARTIES

- 2.1 Each Party will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:

- (a) Exchange of Staff and Student;
- (b) Exchange of Publications;
- (c) Research Collaboration;
- (d) Joint seminar, conference and workshop;
- (e) Programs of integrated knowledge and practical training and Short courses to enhance academic curriculum;
- (f) Any other areas of co-operation to be mutually agreed upon by the Parties;
- (g) Sandwich Program between Kokand University and Faculty of Islamic Law and Islamic Economic, State Islamic University College Syaikh Abdurrahman Siddik Bangka Belitung.

- 2.2 The Parties shall use their best endeavors to further their mutual interests and, so far as they are able to do, make available to the cooperative activities their expertise, resources and information.

- 2.3 Each Party acknowledges that the resources of each Party will limit the extent of the cooperative activities and the Parties agree to work together to mutually discuss, identify and obtain appropriate financial support for the cooperative activities in connection with this Agreement.

3. CONFIDENTIALITY

- 3.1 Neither of the Parties shall, without the prior written consent of the other Party, disclose any "Confidential Information" relating to the Project to any third party, and such consent shall not to be unreasonably withheld.

- 3.2 The provisions of Clause 3.1 above shall not apply to:-

3.2.1 Confidential Information which is or was already known to the receiving party at time of disclosure to it, or

3.2.2 Confidential Information which at the time of disclosure to the receiving party under this Agreement is published or otherwise generally available to the public other than due to default by the receiving party of its obligations hereunder, or

3.2.3 Confidential Information which after disclosure to the receiving party is published or becomes generally available to the public other than through acts or omissions of the receiving party, or

3.2.4 Any request for Confidential Information to satisfy any legal obligations owed to governmental or regulatory bodies.

4. TERMINATION

- 4.1 Either Party shall be entitled to terminate this Agreement immediately by notice in writing to the other Party (but without prejudice to any rights either Party may have against the other arising prior to such termination) if any of the events set out below shall occurs;

4.1.1 if the other party shall commit any material breach of any of its obligations under this Agreement and shall fail to remedy such breach (if capable of remedy) within sixty (60) days after being given notice by the first party so to do; or

4.1.2 if the other party shall go into liquidation, whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation with the consent of the first party and such consent not to be unreasonably withheld) or if the other party shall have an administrator appointed or if an administrative receiver or manager shall be appointed over any part of the assets or undertaking of the other party.

- 4.2 Notwithstanding the above, at any time, either Party has the right to terminate, without cause, this Agreement by giving the other Party at least sixty (60) days notice in writing.

5. CONSEQUENCES OF TERMINATION OR EXPIRY OF AGREEMENT

Where this Agreement is terminated in accordance with the provisions of Clause 4, the Parties shall use their best endeavors to cease down/ stop the work carried out in relation to the Project systematically and where applicable to complete such outstanding work during the relevant action periods. Kokand University shall deliver the relevant documentations of the Project developed as at the date of termination to Faculty of Islamic Law and Islamic Economics, State Islamic University College Syaikh Abdurrahman Siddik Bangka Belitung within thirty (30) days from such termination date.

6. ASSIGNMENT

This Agreement shall not be assignable by either Party without the prior written consent of the other Party. Any and all assignments not made in accordance with this Agreement shall be void.

7. FORCE MAJEURE

- 7.1 Neither Party shall be liable for any failure to perform its obligations under this Agreement if the failure results from events beyond the reasonable control of either Party. For the purpose of this Agreement, such events shall include, but not necessarily be limited to, strikes, lock-outs, civil disturbances, wars, embargoes, acts of God, or other catastrophes.
- 7.2 The respective obligations of either Party hereunder shall be suspended during the time and to the extent that such party is prevented from complying therewith by a Force Majeure event provided that such Party shall have given immediate written notice thereof, specifying the nature and details of such event and the probable extent of the delay to the other Party.
- 7.3 In case of a Force Majeure event the time for performance required by either party under this Agreement shall be extended for any period during which the performance is prevented by the event but shall not exceed sixty (60) days. In the event the delay exceeds sixty (60) days, the other Party may terminate this Agreement by notice in writing.

8. NOTICE

- 8.1 Any notice to be given by any Party to this Agreement shall be in writing

and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post to the addressee at the address as stated below;

To (Faculty of Islamic Law and Islamic Economics, State Islamic University College Syaikh Abdurrahman Siddik Bangka Belitung)

Jl. Raya Petaling KM 13, Mendo Barat Kab. Bangka 33171

Phone: (0717)9108206

Email: humas@iainsasbabel.ac.id

To (Kokand University)

Fergana region, Kokand city, Turkistan street, house 28-A

Phone: +99873-5455555

Email: info@kokanduni.uz

- 8.2 Any notice sent by facsimile shall be deemed served when dispatched and any notice served by prepaid registered post shall be deemed served forty-eight (48) hours after dispatch thereof. In proving the service of any notice it shall be sufficient to prove in the case of a letter that such letter was properly stamped addressed and place in the post or delivered or left at the current address if delivered personally and in the case of a facsimile transmission was duly dispatched to the facsimile number of the addressee given above or subsequently notified for the purposes of this Agreement.

9. GOVERNING LAWS AND DISPUTE RESOLUTION

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of Uzbekistan and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Uzbekistan.
- 9.2 Any dispute, controversy or claim arising out or in relation to this Agreement, or the breach, termination or invalidity thereof shall be settled, in so far as it is possible, by mutual consultation and consent.
- 9.3 If the Parties should be unable to resolve within the spirit of mutual consultation and consent within thirty (30) days after the notice by either Party of the dispute, the question shall be settled by arbitration. All disputes or differences concerning this Agreement shall then be settled amicably in accordance with the Arbitration Act, 2005. The place of arbitration shall be located at Bangka Belitung, Indonesia. The award of the arbitrators shall be final and binding upon the Parties hereto.

10. ENTIRE AGREEMENT

Unless otherwise expressly specified, this Agreement embodies the entire understanding between **KOKAND UNIVERSITY** and **FACULTY OF ISLAMIC LAW AND ISLAMIC ECONOMICS, STATE ISLAMIC**

UNIVERSITY COLLEGE SYAIKH ABDURRAHMAN SIDDIK BANGKA BELITUNG in respect of the Project and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the Parties.

11. GENERAL

- 11.1 Any delay or failure on the part of either party herein to exercise any of its rights under this Agreement for a breach thereof shall not be deemed or construed to be a waiver of such rights, nor shall the same be deemed or construed to be a waiver of any subsequent breach, either of the same provision or otherwise
- 11.2 The Parties shall co-operate with each other and execute and deliver to the other such instruments and documents and take such other action as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Agreement.
- 11.3 In the event that any term condition or provision of this Agreement is held to be a violation of any applicable law statute or regulation the same shall be deemed to be severed from the remaining terms, conditions and provisions and shall be of no force and effect and this Agreement shall continue in full force and effect as if such term condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion the parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
- 11.4 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute but one and the same agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement the day and year written above.

For and on behalf of;

Faculty of Islamic Law and Islamic Economics, State Islamic University College Syaikh Abdurrahman Siddik Bangka Belitung

Signed by:

Full Name: Dr. H. Muh Misdar, M.Ag.
Designation: **Dean of Islamic Law and Islamic Economics Faculty, State Islamic University College Syaikh Abdurrahman Siddik Bangka Belitung**



In the presence of:

Full Name: Dr. Hendra Cipta, M.S.I
Designation: **Deputy Dean of Islamic Law and Islamic Economics Faculty, State Islamic University College Syaikh Abdurrahman Siddik Bangka Belitung**

Signature

For and on behalf of **Kokand University**
Signed by:

Full Name : Mr. Ulugbek Mamadaliev
Designation: **Head of International Cooperation Department**

Signature



In the presence of:

Full Name : Mr. Tokhir Umarov
Designation : **Specialist of Academic Research Department**

Signature