



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

OPEN UNIVERSITY MALAYSIA (UNIVERSITI TERBUKA MALAYSIA)

AND

UNIVERSITAS ISLAM NEGERI ALAUDDIN MAKASSAR INDONESIA

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is entered into this 11th day of January 2023.

BETWEEN

OPEN UNIVERSITY MALAYSIA, a private institution of higher learning formed on August 10, 2000 under the Private Higher Educational Institutions Act 1996, owned and managed by UNITEM Sdn. Bhd. (Company Reg No. 200001005682 [508287-P]), a company incorporated under the laws of Malaysia and having its registered address at Menara OUM, Blok C, Kompleks Kelana Centre Point, Jalan SS7/19, Kelana Jaya 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia (hereinafter referred to as "**OUM**"); of the one part;

AND

UNIVERSITAS ISLAM NEGERI ALAUDDIN MAKASSAR (UINAM) of Indonesia, established in 1965, an educational institution duly organized and existing under the laws of Indonesia, located at Jl. H. M. Yasin Limpo No. 36 Romangpolong Gowa, South Sulawesi, Indonesia; of the other part.

OUM and UINAM shall hereinafter collectively be referred to as "Parties" and individually referred to as "Party".

OUM and UIN-ALAUDDIN agree to enter into a formal collaboration agreement based on the foundation of mutual trust for the mutual benefit and development of the two institutions and the promotion of international understanding and good will.

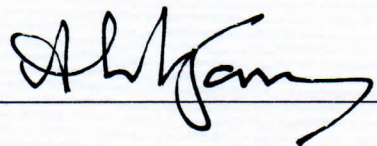
The Parties hereto agree that this MoU is an understanding of the Parties' intentions and is not intended to create any legal relations nor to be legally binding on the Parties except for Confidential Information, Intellectual Property and Governing Laws.

1. The two institutions resolve to exercise reasonable efforts to promote the following:
 - i. Offering of OUM programme(s);
 - ii. Exchange of students;
 - iii. Exchange of faculty, staff and researchers;

- iv. Exchange of academic information and publications;
 - v. Joint research activities;
 - vi. Summer school/Winter school/ short term programme participation;
 - vii. Joint organisers of international research conferences; and
 - viii. Other exchanges of academic and cultural nature agreed upon by both Parties.
2. The implementation of **Clause 1** based on this MoU shall be separately discussed, negotiated and determined by both Parties in a separate Memorandum of Agreement.
 3. Nothing shall diminish the full autonomy of either Parties, nor will any constraint or financial obligation be imposed by Parties upon the other in carrying out this MoU.
 4. Each Party shall at all times during the continuance of this MoU keep all Confidential Information received from the other Party accordingly and not disclose such information to any other person save for the performance of the obligations stated in this MoU.
 5. Nothing under this MoU shall transfer or assign such Intellectual Property Rights of either Party to the other Party. Intellectual Property Rights jointly created by the Parties under this MoU shall jointly belong to the Parties. Neither Party may use, disclose or exploit such Intellectual Property Rights without the written consent or approval from the other Party unless otherwise expressly agreed in writing, nothing in this MOU is intended to grant any Intellectual Property Rights to the other Party.
 6. The interpretation and construction of this MoU shall be governed and determined in accordance with the laws of Malaysia in which the breach is said to have been committed.
 7. Contact email from both Parties:
(OUM) email: huimay@oum.edu.my
(UIN-ALAUDDIN MAKASSAR) email: kerjasama@uin-alaududin.ac.id
 8. This MoU will remain in force for **FIVE (5)** years. Any revision or renewal to this MoU is subject to both Parties mutual consent. It is also understood that either Parties may terminate this MoU at any time by prior written notice of at least thirty (30) days, after mutual discussion in order to avoid any possible inconvenience to all Parties.
 9. This MoU will be effective when the representatives of both Parties have executed this MoU hereof.

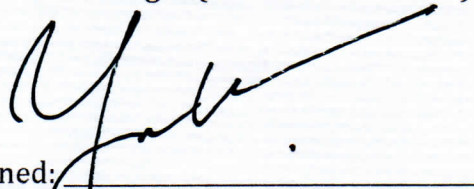
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For and on behalf of
Open University Malaysia (OUM)
President / Vice-Chancellor

Signed: 

Prof. Dr. Ahmad Izanee Awang
Date: 11th January 2023

Witnessed by
General Manager (Business Ventures)

Signed: 

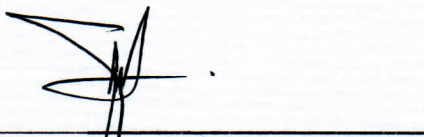
Prof. Dr. Yon Rosli Daud
Date: 11th January 2023

For and on behalf of
**Universitas Islam Negeri Alauddin
Makassar**
Rector

Signed: 

Prof. H. Hamdan, M.A., Ph.D.
Date: 11th January 2023

Witnessed by
Vice Rector for Cooperation and
Institutional Affairs

Signed: 

Dr. H. Kamaluddin Abunawas, M.Ag.
Date: 11th January 2023