

MEMORANDUM OF UNDERSTANDING

BETWEEN



**SAN DIEGO STATE
UNIVERSITY**

AND



**UNIVERSITAS ISLAM NEGERI (UIN)
ALAUDDIN MAKASSAR**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on academic and educational exchange

BETWEEN

UNIVERSITAS ISLAM NEGERI (UIN) ALAUDDIN MAKASSAR 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.

(“UIN ALAUDDIN MAKASSAR”)

AND

THE CENTER FOR ISLAMIC AND ARABIC STUDIES, SAN DIEGO STATE UNIVERSITY, an academic institution under the California State University system, located at 5500 Campanile Drive, San Diego, CA 92182-6030.

(“CIAS”)

PURPOSE AND SCOPE:

- A. CIAS is located within the College of Arts and Letters, San Diego State University, in San Diego, California, USA.
- B. UIN ALAUDDIN MAKASSAR is located in Romangpolong Gowa, South Sulawesi, Indonesia.
- C. This Memorandum of Understanding provides for the establishment of a general framework to co-operate in the areas of staff and student exchange, research, collaborations, and other general collaboration between CIAS and UIN ALAUDDIN MAKASSAR.
- D. The parties agree that this cooperation will be advantageous for both parties on the principles of equality and mutual benefit.

NOW it is understood by the parties as follows:

It is anticipated by the parties that any formal agreement will include reference to (but not be limited to) the following issues:

1. Responsibilities of CIAS
 - a. Provide UIN Alauddin Makassar with the necessary information and other documentation about relevant Islamic and Arabic programs.
 - b. Examine options including UIN Alauddin Makassar/ CIAS student/faculty exchanges for teaching and learning purposes and clinical placement experiences.
 - c. Facilitate learning linkages and research projects between CIAS and UIN Alauddin Makassar.
 - d. Examine options relating to short field courses and professional development for lecturers of UIN Alauddin Makassar in CIAS courses, pursuant to acceptance by the administrators of the San Diego State University.
 - e. Visit UIN Alauddin Makassar and host UIN Alauddin Makassar visiting delegations to discuss the terms and conditions that would form long-term, specific agreements between the two parties.
2. Responsibilities of Universitas Islam Negeri Alauddin Makassar
 - a. Provide CIAS with the necessary information and other documentation of UIN Alauddin Makassar's programs.

- b. Examine options including UIN Alauddin Makassar student/staff exchanges for teaching and learning purposes, clinical placement experiences, and articulation arrangements for student enrolments into the Graduate School and Undergraduate School.
 - c. Facilitate learning linkages and research projects between UIN Alauddin Makassar and CIAS.
 - d. Examine options relating to short field courses and professionals development for professors of CIAS in UIN Alauddin Makassar.
 - e. Visit CIAS. and host visiting delegations to discuss the terms and conditions that would form long term, specific agreements between the two parties.
3. Financial Arrangements
The two parties agree that they have separate financing responsibilities for this preliminary stage of cooperation and discussion. Neither party may call upon the other party for advance funding to meet advance expenditure obligations.
4. Intellectual property
 - a. In this clause, intellectual property includes all copyright, all right concerning inventions (including patents), plant varieties, trademark (including service marks), designs, circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields and any right to have confidential information kept confidential.
 - b. Ownership of intellectual property that exists before this memorandum of understanding will not be transferred under this memorandum of understanding.
 - c. The title to and ownership of intellectual property generated according to this memorandum of understanding will vest in the party that creates it.
 - d. In the case of intellectual property created jointly by the parties, the parties will negotiate in good faith agree on the use of the intellectual property on the principle that such intellectual property would be jointly owned by the parties in proportion to their respective contribution (financial and in-kind) to the creation of that intellectual property.
5. Confidentiality and disclosure
 - a. The recipient, its employees, staff, researchers, and students, shall treat all information and material supplied by CIAS and UIN Alauddin Makassar following or under the memorandum of understanding as confidential.
 - b. The two parties, their employees, contractors, or agents shall not disclose or make public any information or material acquired or produced in connection with or by the performance of this memorandum of understanding without the prior written consent of the other party.
6. Names, trademarks, and logos
Neither party will use the name or any identifying mark or logo of the other party in any material, advertisement, publication, or other media without first obtaining written permission from the other party, such permission not to be unreasonably withheld.
7. Term
This Memorandum of Understanding shall operate for five (5) years commencing on the date of signature by both parties. This Memorandum of Understanding may be renewed with the agreement of the parties. The terms and conditions for any such renewal shall be agreed in writing and signed by the two parties.
8. Revision
Both parties shall send written notice and consult each other at least 6 months before the revision of the Memorandum of Understanding.

9. Termination

This Memorandum of Understanding shall cease provided one of the parties gives written notice to the other of its intention to terminate at least 6 months before termination. In the event of termination under this clause, neither party can claim from the other in respect of expenditure or obligations incurred up to the date of termination.

10. No-binding

Other than in regards to clauses 4 and 5, this Memorandum of Understanding is a statement of intent and is not intended to create legal obligations between the parties.

11. Relationships of the parties

- a. No part of this Memorandum of Understanding has the authority to bind any other party by contract or otherwise.
- b. Nothing in this Memorandum of Understanding will be interpreted as creating the relationship of principal and agent or a trust, partnership, joint venture, or any other form of a fiduciary relationship between the parties.

12. Contact Persons

Professor Khaleel Mohammed, Director, CIAS, San Diego State University, CA 92182-6030.

Telephone: 619-301-9553

Email: khaleel@sdsu.edu

UIN Alauddin Makassar's for all notices is:

Dr. Muhaemin Latif, Director, International Office,

UIN Alauddin Makassar, Jl. H. M. Yasin Limpo No. 36 Romangpolong, Gowa

Phone: +628114114845

Email: muhaemin.latif@uin-alauddin.ac.id

Should any questions on any part of this memorandum arise, both parties must consult with one another to find a solution.

IN ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

Signed for and on behalf of
UIN ALAUDDIN MAKASSAR



By Prof. H. Hamdan, M.A., Ph.D.

Rector
UIN Alauddin Makassar

Signed for and on behalf of
CIAS

By

Prof. Khaleel Mohammed, Ph. D
Director, Center for Islamic and Arabic
Studies,
Professor, Dept for the Study of Religion

Date: 22/07/2021

Date: July 27, 2021