



MEMORANDUM OF UNDERSTANDING  
between  
UNIVERSITY OF SOUTHERN MINDANAO,  
PHILIPPINES



and  
SULTAN SYARIF KASIM STATE ISLAMIC UNIVERSITY OF RIAU,  
INDONESIA

This MEMORANDUM OF UNDERSTANDING is entered into and executed this \_\_\_\_ day of \_\_\_\_, 2018, at Café Martina, University of Southern Mindanao, Kabacan, Cotabato, Philippines by and between:

1. **Dr. Francisco Gil N. Garcia** is a President of the **University of Southern Mindanao**, based in Kabacan, Cotabato, Mindanao, Philippines, in this case acting for and on behalf USM, Philippines, hereinafter referred to as the **First Party**.
2. **Prof. DR. Ahmad Mujahiddin, M.Ag** is a Rector of the **Sultan Syarif Kasim State Islamic University of Riau (UIN Suska Riau)** based in Pekanbaru-Riau, Indonesia, in this case acting for and on behalf of UIN Suska Riau, hereinafter referred to as the **Second Party**.

Referring to the Memorandum of Understanding Government to Government between Republic of Indonesia and Republic of Philippines signed on February 9, 2014;

Recognizing the importance of principles of higher education, research and training in the regional development of each country;

Desiring to enhance bilateral cooperation in the field of higher education, research and training in accordance with their national laws and regulations.

To implement the provisions described in the Agreement of Scholarly Exchange and Collaboration between **University of Southern Mindanao, Philippine** and **UIN Suska Riau, Indonesia**, the designated official responsible for program administration mutually confirm and agree to the following:

#### ARTICLE I - OBJECTIVES

The objective of this Memorandum of Understanding (MoU) is to promote mutual cooperation in education and training on a reciprocal basis, for the advancement of knowledge and intellectual development.

*[Handwritten signature]*

## ARTICLE II – SCOPE OF COOPERATION

The scope of this Memorandum of Understanding, are:

1. Development and operation of joint academic programs;
2. Exchange of research materials, publications and information;
3. Support for distance learning courses;
4. Joint research programs, publish journals, international conference;
5. Exchange of academic staff, exchange of students; credit transfer;
6. Scholarship program and;
7. Other scientific academic programs.

## ARTICLE III – IMPLEMENTATION

Following this Memorandum of Understanding shall be detailed agreements which will be carried out by the official assignee/authorized by each party such shall be in unity and forms as an integral part of this Memorandum of Understanding.

## ARTICLE IV - JOINT WORKING GROUP

1. The Parties will establish a Joint Working Group to facilitate the implementation of this MoU.
2. The Joint Working Group will monitor, evaluate and review the implementation of this MoU regularly and submit the reports to the implementing Agencies
3. The Joint Working Group shall be co-chaired by a representative of the **Office of University Cooperaton, UIN Suska Riau, Indonesia** and **Office of the President, USM** and will meet as necessary alternately in Indonesia and in the Philippines.

## ARTICLE V – FUNDING

The cost of the cooperative activities under this MoU shall be funded in terms to be mutually determined by the Parties and shall be subject to the availability of funds.

## ARTICLE VI – SUSPENSION

Each Party reserves the right for reasons of security, public order or public health, to suspend temporarily, either in whole or in part, the implementation of this MoU which shall be effective sixty (60) days after notification has been given to the other party, through government institutions.



#### ARTICLE VII – CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

1. The Parties shall ensure that the educational data, information, and intellectual property rights mutually provided and developed which are carried out under this Memorandum of Understanding, shall not be transferred or supplied to a Third Party without prior written consent of the other party.
2. In case of specific arrangement, program or project that may result in intellectual property rights, the Parties shall enter into a separate agreement in accordance with their respective laws and regulations.

#### ARTICLE VIII – SETTLEMENT OF DISPUTES

Any dispute arising from the implementation of the provisions of this MoU shall be settled amicably by consultations or negotiation, through government institutions.

#### ARTICLE IX – AMENDMENT

This MoU may be reviewed and amended at anytime, by mutual written consent of the Parties.


#### ARTICLE X - DURATION AND TERMINATION

1. This MoU shall be effective for a period of 5 (five) years and may be extended for the same period by mutual consent of the Parties through government institutions.
2. The termination of this MoU shall not affect the validity and duration of any arrangements, programs, activities or projects made under this MoU until the completion of such arrangements, programs, activities or projects, unless otherwise agreed upon by the parties.





IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective schools, have signed this Memorandum of Understanding on this \_\_\_\_ day of \_\_\_\_\_ 2018.


First Party  
University of Southern University

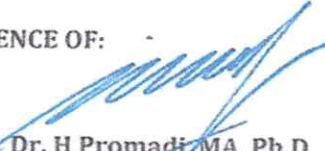
  
Dr. Francisco Gil N. Garcia  
President


Second Party  
UIN Suska Riau, Indonesia

  
  
Prof. Dr. Ahmad Mujahiddin, M.Ag  
Rector

SIGNED IN THE PRESENCE OF:

  
Dr. Palasig U. Ampang  
Vice President for Academic Affairs  
University of Southern Mindanao

  
Dr. H Promadi MA, Ph.D.  
Vice Rector for Student's Affairs and  
Cooperation

  
Dr. Lili Nurlaili, M. Ed  
Education and Culture Attaché  
Embassy of the Republic of Indonesia