



MEMORANDUM OF UNDERSTANDING BETWEEN BALIKPAPAN UNIVERSITY AND ISLAMIC UNIVERSITY OF TECHNOLOGY, BANGLADESH

This Memorandum of Understanding (hereafter referred to as the "MoU") is made on this 12^{th} day of July 2023

between

Balikpapan University, a Private University established by the Decree of Dharma Wirawan Foundation Number KEP-003/YDW/08/1981 dated July 1, 1981, which has duties and functions in the implementation of Education, Research and Community Service, located in Balikpapan City, East Kalimantan Province, the Republic of Indonesia (hereinafter referred to as "UNIBA").,

and

Islamic University of Technology, an International University established by the 57-nation organisation, Organisation of Islamic Cooperation (OIC), to develop human resources of its member states in the fields of engineering, technology, business as well as technical and vocational education with a vision to be a leading university in the world. Islamic University of Technology (IUT) is located at Board Bazar, Gazipur 1704, Bangladesh (hereinafter referred to as "IUT").,

Both parties are collectively referred to hereinafter as the "Parties" and individually as the "Party".

PREAMBLE:

The parties agree

- 1. to enter into an agreement for academic cooperation;
- 2. that the academic cooperation will promote further educational collaboration and cultural understanding and agree to further continue their common interest in promoting the mutual cooperation in the area of education and research; and
- 3. to implement the MOU under the terms and condition hereinafter set forth.

NOW, THEREFORE, for and in consideration of their promises and undertakings, the Parties agree as follows:

ARTICLE 1 PURPOSE AND OBJECTIVE

- (1) The purpose of this MOU is to make possible and to facilitate the exchange of students, scholars and educational resources between both Parties, as well as research and publishing collaboration, based upon principles of mutual equality and the reciprocity of benefits.
- (2) The objective of this MOU is to strengthen ties between the Parties and to promote academic cooperation and to further cultural understanding in both countries.

ARTICLE 2 AREAS OF COOPERATION

The Parties agree to collaborate and promote the following academic activities:

- a. Exchange of faculty and staff members;
- b. Exchange of students;
- c. Student program, including library and field work research, short-term faculty-level programs, study abroad, short course and other academic activities for students.
- d. Joint research, lectures and symposia; and,
- e. Other activities as deemed appropriate by mutual consent.

ARTICLE 3 CONTRIBUTION BY PARTIES

In accordance with the prevailing laws and regulations in Indonesia and Bangladesh, and subject to personnel and budget limitations, the Parties shall assign qualified experts and faculty members to assist in the implementation of activities under this MOU.

ARTICLE 4 AMENDMENTS, EFFECTIVE DATE, DURATION, AND TERMINATION

- (1) This MOU can be amended by mutual consent of the Parties. Any amendments to this MOU can only be made in writing and after consultation and mutual consent of the Parties. Such amendments, once approved by the Parties, will become part of this MOU.
- (2) The effective date of this MOU shall be later date on which the Parties sign this MOU.
- (3) This MOU shall remain in force for a period of 5 (five) years from the date of the later signature.
- (4) The MOU may be terminated by either Party by giving written notice at least 6 (six) months in advance to the other Party. The event of termination will not affect participants from completing their activities at the host Party.
- (5) The Parties jointly follow up this MOU in the form of Agreement of Implementation (AOI). The AOI should specify the detailed arrangements and stipulations concerning the exchange of students, faculty and staff members.
- (6) In case the MOU ceases to be effective on the account of termination or expiration, the provisions of all valid agreements signed as addenda to this MOU shall continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon in the AOI documents.
- (7) This Agreement is created in duplicate in English, each of those duplicates being deemed original. In case this agreement is translated into other languages than English, and in the vent of conflict between the English and the alternative version, the English version shall prevail.

ARTICLE 5 DISPUTE SETTLEMENT

Both Parties shall first attempt to resolve any dispute arising out of or relating to this MOU through discussion and negotiation between the Parties acting in good faith.

ARTICLE 6 NOTICES

Any notice or request given or made by one Party to the other under this MOU shall be in writing in the language of English and shall be addressed to the appropriate office as is designated in writing hereinafter:

BALIKPAPAN UNIVERSITY

Address : Jalan Pupuk Raya No. 01 RT. 16, Kelurahan Damai Bahagia

Kecamatan Balikpapan Selatan, Kota Balikpapan 76114

Phone/Fax : +62542 765442 / 764205

E-mail : info@uniba-bpc.ac.id

ISLAMIC UNIVERSITY OF TECHNOLOGY

: iaec@iut-dhaka.edu

(Office of International Affairs and External Communication)

Address : Board Bazar, Gazipur, Dhaka, Bangladesh

Phone : +880 2 99669 1250 Fax : +880 2 99669 1260

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on the day first above mentioned by their duly authorized representatives. Each Party shall hold one original signed MOU, with both documents being equally authentic.

for Balikpapan University

Drainstandi Zainal, M.T., M.H., M.M., DESS., IPU., M.K.K.K.

Rector

E-mail

Date : July 12th, 2023,

In the presence of

1. Dr. Rendi Susiswo Ismail, SE, SH, MH.

2. Merry K. Sipahutar, Ph.D.

for Islamic University of Technology

Prof. Dr. Mohammad Rafiqul Islam

Vice Chancellor

Date : July 12th, 2023

In the presence of

1. Dr Omar Jah

2. Prof. Dr.Khondokar Habibul Kabir