MEMORANDUM OF UNDERSTANDING

between

UNIVERSITAS MUHAMMADIYAH JAKARTA
INDONESIA

and

DARULMAAREF FOUNDATION – SATUN
THAILAND

on APRIL 19th, 2018

DARULMAAREF FOUNDATION SCHOOL (hereinafter referred to as “DFS”), an institution of secondary level which is located at Khuan Sato Sub Districk, Khuan Don Districk, Satun 91160, Thailand and shall include its lawful representatives and permitted assigns; hereinafter referred to singularly as “the Party” and collectively as “the Parties”,

UNIVERSITAS MUHAMMADIYAH JAKARTA (hereinafter referred to as “UMJ”), a private university established under Muhammadiyah Higher Education Council which is located on Jalan K.H. Ahmad Dahlan, Cireundeu, Ciputat, Tangerang Selatan, INDONESIA and shall include its lawful representatives and permitted assigns; hereinafter referred to singularly as “the Party” and collectively as “the Parties”,

WHEREAS

A. DARULMAAREF FOUNDATION SCHOOL is an established school which strives to enhance and strengthen its commitment to producing global leaders of tomorrow, and has taken various initiatives to compliment its educational excellence. In so doing, DFS has entered into various collaborative arrangements with other parties to enhance the achievement of the said objectives.

B. UNIVERSITAS MUHAMMADIYAH JAKARTA is an established University which strives to enhance and strengthen its education and community service and has taken various
initiatives to achieve university research and its educational excellence and had entered into various collaborative arrangements with other parties to enhance networking.

C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party’s country, will endeavour to strengthen, promote and develop academic and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the terms and conditions to be mutually agreed by both parties, and further subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
   a. Development of joint courses and other education programs.
   b. Joint students’ activities such as for internship, sit-in programs, field-study, etc.
   c. Exchange of professors and researchers for research, lectures and discussions.
   d. Exchange of information including the exchange of library materials and research publications.
   e. Joint conferences, seminars and workshops.
   f. Joint use of equipment, facilities and resources in the academic scopes
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute" as contained in Annexure A1 of this Memorandum of Understanding.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.

2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV
EFFECT OF THIS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.
ARTICLE VI
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of 5 (five) years.

2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII
NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of DARULMAAREEF FOUNDATION SCHOOL or the UNIVERSITAS MUHAMMADIYAH JAKARTA, as the case may be, shown below or to such other address or electronic mail address or facsimile as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : DARULMAAREEF FOUNDATION SCHOOL
Khuan Sato Sub District,
Khuan Don District,
Satun 91160, Thailand
(Attn.: Dr. Ahmad Napalen)
Tel : +66-86-963-4192
Fax : +66 74 795243
e-mail: yufdrm@hotmail.com
To: UNIVERSITAS MUHAMMADIYAH JAKARTA
Jalan. KH Ahmad Dahlan, Cireundeu, Ciputat
Tangerang Selatan,
INDONESIA
Director of Cooperation and Communication
(Attn.: Mr. Endang Zakaria)
Tel: +62-21-7401894 / 7492862
Fax: +62-21-7430756
e-mail: endang.umj@gmail.com
endang@umj.ac.id

The foregoing record represents the understandings reached between DARULMAAREF FOUNDATION SCHOOL, SATUN, THAILAND and UNIVERSITAS MUHAMMADIYAH JAKARTA upon the matters referred to therein.

This Memorandum of Understanding was signed in duplicates in Jakarta on this 19th day of April in the year of 2018 in two (2) original texts, each in English.

Signed by
for,
DARULMAAREF FOUNDATION SCHOOL

Dr. Ahmad Napalen
Director

Signed by
for,
UNIVERSITAS MUHAMMADIYAH JAKARTA

Prof. Dr. H. Syaiful Bakhri, SH, MH.
Rector