

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SAMARKAND BRANCH OF TASHKENT STATE UNIVERSITY
OF ECONOMICS, SAMARKAND, UZBEKISTAN**

AND

**FACULTY OF SHARIA, UNIVERSITAS ISLAM NEGERI (UIN)
SALATIGA, INDONESIA**

THE MEMORANDUM OF UNDERSTANDING is made and entered into this 25th of June 2024

BETWEEN

SAMARKAND BRANCH OF TASHKENT STATE UNIVERSITY OF ECONOMICS, SAMARKAND, UZBEKISTAN (hereinafter referred to as "SAMARKAND BRANCH OF TSUE"), a state university established in Uzbekistan by decree #438 of Cabinet of Ministries of Uzbekistan in 2019. It is located at Professorlar Street 51 Samarkand City, Uzbekistan

AND

FACULTY OF SHARIA, UNIVERSITAS NEGERI (UIN) SALATIGA, INDONESIA (hereinafter referred to as "FACULTY OF SHARIA, UIN SALATIGA"), one of the faculty at UIN Salatiga, a state university under the Ministry of Religious Affairs of the Republic of Indonesia. It is located at Jalan Nakula Sadewa 5A No. 9, Salatiga, Jawa Tengah, Indonesia.

(hereinafter referred to singularly as "the Party" and collectively as "the Parties" to anyone of them as the context may require in this MOU).

WHEREAS

- A. SAMARKAND BRANCH OF TSUE is a higher educational institution with a vital educational and research hub, particularly in economics and business studies, providing students with a comprehensive educational experience that blends traditional economic theories with contemporary global market trends.
- B. FACULTY OF SHARIA, UIN SALATIGA, is a faculty at UIN Salatiga aiming to become a competitive and quality Faculty in deepening and developing Islamic legal sciences with an Indonesian perspective for the advancement of a peaceful and dignified civilization
- 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.

THE PARTIES HERE 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 Uzbekistan and Indonesia, will endeavor to strengthen, promote and develop academic and intellectual co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II

FIELDS OF COOPERATION

1. Each Party will, subject to the laws, rules, regulations, and national policies from time to time in force, governing the subject matter in their respective countries, Uzbekistan and Indonesia, endeavor to take necessary steps to encourage and promote cooperation in the following areas:
 - a. Establish a joint supervisory committee consisting of representatives from both institutions to oversee the progress and support the academic development of the participating lecturers.
 - b. The organization of joint seminars, conferences, and workshops to promote academic discourse and foster research collaboration between our institutions.
 - c. Exploring potential research partnerships and joint research projects in areas of mutual interest
 - d. Exchange of educational materials, research projects, publications, and library materials.
2. To implement the cooperation in respect of any areas stated in paragraph 1, the Parties may separately 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" "settlement of the dispute" and "Exclusivity" as stated in Annexure A.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to another.
2. Each Party will bear its own cost and expenses to this Memorandum of Understanding.

ARTICLE IV

EFFECT OF 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, the obligation 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, agency, or association, partnership or formal business organization of any kind between the Parties or to impose any liability attributable to such relationship upon either Party as to constitute either Party as the agent of the other.

ARTICLE VI

ENTRY INTO EFFECT DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. The Parties may terminate this Memorandum of Understanding by giving the other Party a fourteen (14) days prior notice if:
 - a. The other Party breaches or fails to comply with or is in breach of any of its obligations under this Memorandum of Understanding;
 - b. A resolution is passed or an order is made for the winding up of the other party (except for the purposes of reconstruction or amalgamation not involving realization of assets in which the interest of the creditors is protected);
 - c. Cancellation of the Project by the Parties or voidance of any governmental approval, or any legal requirements or restrictions which, (i) in a reasonable judgment makes it burdensome for the other party to remain as a party to this Memorandum of Understanding or (ii) materially negatively affects the purposes for which this Memorandum of Understanding is entered into.

3. Notwithstanding the above, the Parties may terminate this Memorandum of Understanding without liability towards each other (save for antecedent breach) by way of giving a one (1) month prior notice to the other Party.
4. The termination of this Memorandum of Understanding shall not affect the activities executed or agreed upon before its termination.
5. 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 Samarkand Branch of TSUE or the Faculty of Sharia, UIN Salatiga as the case may be, shown below or to such other address or electronic mail address or facsimile number 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 Samarkand Branch of TSUE:

Director
Samarkand Branch of TSUE,
Professorlar Street 51, Samarkand City, Uzbekistan.
(Attention: Prof. Olim Murtazayev)
Fax: +99866 237-32-00, Email: sbtsue@edu.uz

To Faculty of Sharia, Universitas Islam Negeri (UIN) Salatiga:

Dean
Faculty of Sharia, Universitas Islam Negeri (UIN) Salatiga,
Jalan Nakula Sadewa 5A No. 9, Salatiga, Indonesia
(Attention.: Prof.Dr. Ilyya Muhsin, S.HI., M.Si.)
Fax: (0298) 323433, E-mail: svariah@uinsalatiga.ac.id

The foregoing record represents the understandings reached between the Samarkand Branch of TSUE and the Faculty of Sharia, UIN Salatiga the matters referred to therein

[End of Clauses]

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organisations, hereunto have executed this Memorandum of Understanding on the year and date first above written and have signed this Memorandum of Understanding in duplicates in TWO (2) original texts, each in the English language, all texts being equally authentic

SIGNED BY

for and on behalf of

**SAMARKAND BRANCH OF TASHKENT
STATE UNIVERSITY OF ECONOMICS**



Prof. Bobur Baxtishodovich Sabirov, Ph.D.

Head of Publishing Department

Samarkand Branch of Tashkent State University
of Economics

SIGNED BY

for and on behalf of

FACULTY OF SHARIA, UIN SALATIGA

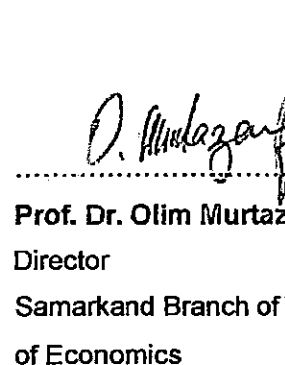


Prof. Dr. Ilyya Muhsin, S.H., M.Si.

Dean

Faculty of Sharia, UIN Salatiga

Approved by



Prof. Dr. Olim Murtazaev
Director
Samarkand Branch of Tashkent State University
of Economics

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:-
 - a) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon signing a detailed agreement; and
 - b) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data ("Confidential Information") received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of Paragraph 1 above, such documents, information and data shall include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) in any medium (whether in written, magnetic, electronic, digital or any other physical or non-physical form) prior to, or after, the execution of this Memorandum of Understanding, including but not limited to, that relates to technical data, designs, drawings, business, marketing, policy, know-how, planning, customer database, customer information/details/lists project

management which is conspicuously marked in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. In consideration of the and subject to foregoing, the Receiving Party in each case undertakes in respect of confidential information disclosed to it hereunder, and for the duration of this Memorandum of Understanding and a period of five (5) years thereafter:

- a) To keep such Confidential Information in strict confidence;
- b) Except with the prior written consent of the Disclosing Party, not to disclose such confidential information whether directly or indirectly, in particular through reproduction, to any third party who are not signatories of this Memorandum of Understanding (save and except for internal copies);
- c) Not to use such Confidential Information otherwise than for the purpose described herein, unless such use is specifically authorized in writing by the Disclosing Party;
- d) To protect such Confidential Information, whether in storage or in use, with the same degree of care as that Party uses to protect its own confidential information against public disclosure, but in no case with any less degree than reasonable degree of care;
- e) Not to disclose such Confidential Information to any persons employed in its company other than those for whom such knowledge is essential for the purpose contemplated in this Memorandum of Understanding, provided that such persons are informed of the confidential nature of the Confidential Information and of the associated confidentiality obligations under this Memorandum of Understanding; and
- f) Not to copy or reduce Confidential Information in writing without prior written consent of the Disclosing Party.

4. Both Parties agree that the obligations under this provision do not and shall not apply to any information which can be proved by the Receiving Party upon the request of the Disclosing Party:

- a) at the time of disclosure was, or thereafter became, part of the public domain otherwise than through the fault or negligence of the Receiving Party; or
- b) was lawfully obtained by the Receiving Party from a third party with full rights of disclosure; or

- c) is already known to the Receiving Party at the date of receipt of Confidential Information pursuant to this Memorandum of Understanding; or
- d) was independently developed by the Receiving Party without making use of the Confidential Information; or
- e) has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party; or
- f) has not been designated or confirmed as being Confidential Information, unless the circumstances of its disclosure make it obvious that it was information of a confidential nature; or
- g) is required to be disclosed by law or by the order of a court of competent jurisdiction.

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

EXCLUSIVITY

Unless otherwise agreed in writing, the Parties agrees to exclusively collaborate on the Project and no Party nor its affiliate shall participate in any prequalification process, or any offer, by any private and/or government agencies for the Project with any competing offer or bid, or enter into any agreement with, or make any offer to, any third party for a project that will be implemented by any private and/or government agencies involving the prospect of the Project.