



Memorandum of Agreement (MoA)

Nomor : 0689/In.23/PP.00.9/12/2021

Nomor : B.996/UN.16/PS.01/23.12.2021



By the grace of God Almighty

STUDY PROGRAM OF ISLAMIC FAMILY LAW, PROGRAM (S2) IAIN KENDARI IN IMPLEMENTING THE COOPERATION PROGRAM, THE UNDERSIGNED BELOW:

STUDY PROGRAM OF ISLAMIC FAMILY LAW, MAGISTER PROGRAM (S2), GRADUATE OF IAIN KENDARI

with

STUDY PROGRAM OF ISLAMIC FAMILY LAW, MAGISTER PROGRAM (S2), GRADUATE OF UIN RADEN INTAN LAMPUNG

ABOUT

ACADEMIC DEVELOPMENT PROGRAMS, RESEARCH, AND COMMUNITY SERVICE

THE FIRST PARTY

STUDY PROGRAM OF ISLAMIC FAMILY LAW, MAGISTER PROGRAM (S2), GRADUATE OF IAIN KENDARI , Address: Jl. Sultan Qaimudin No. 17 Baruga Kota Kendari, Provinsi Sulawesi Tenggara in this case represented by **Dr. Ashadi L. Diab, M.Hum.** as Chairman of Islamic law Study Program, Magister Program (S2), Graduate Program of Institute Of Islamic Religion IAIN Kendari. here in after referred to as **THE FIRST PARTY.**

THE SECOND PARTY

STUDY PROGRAM OF ISLAMIC FAMILY LAW, PASCASARJANA PROGRAM (S2), GRADUATE OF UIN RADEN INTAN LAMPUNG Jl. Z.A. Pagar Alam, Labuan Ratu Bandar Lampung in this case represented by **Dr. Iskandar Syukur, MA** as the UIN Raden Intan Lampung, here in after referred to as **THE SECOND PARTY.**

THE FIRST PARTY and THE SECOND PARTY in this Cooperation Agreement hereinafter referred to as PARTIES.

Article 1

SCOPE OF COOPERATION

The scope of this cooperation is the development of Three Principles of Higher Education which includes education and teaching, research, and community service.

Article 2

RIGHTS OF THE PARTIES

1. THE PARTIES are entitled to each other to get an explanation of the terms and conditions of the cooperation program undertaken.
2. The PARTIES are entitled to each other to present the profile of the study program, the ability and competence of the staff (lecturers) as well as the needs and opportunities of the development program in each party.

3. THE PARTIES are entitled to mutually implement the Three Principles of Higher Education development program which includes education and teaching, research, and community service.
4. The PARTIES shall be entitled to promote the product of the program of activities carried out in accordance with the collective agreement.

Article 3
THE PARTY'S LIABILITY

1. THE PARTIES provide each other with the necessary facilities for the implementation of programs and activities of cooperation in accordance with the capabilities of the PARTIES.
2. PARTIES provide and prepare data, funds, and other facilities needed at the time of the cooperation.
3. The PARTIES provide reports on the implementation of the Program of cooperation which has been carried out and submitted to each Party.

Article 4
FINANCING

1. Any financing arising as a result of this cooperation shall be a joint expense to be borne by PARTIES.
2. The tax expense arising from this cost of cooperation shall be levied in accordance with Indonesian law.
3. Details of financing of cooperation activities undertaken by PARTIES, are set forth in the supporting documents of this cooperation agreement.

Article 5
THE VALIDITY PERIOD OF COOPERATION

1. This Cooperation Agreement shall enter into force and bind the PARTIES commencing from the date of signature by the PARTIES and shall be valid for a period of 4 (four) years.
2. If either party wishes to terminate this cooperation agreement, the party wishing to do so shall communicate its intent in writing to the other party within at least 1 (one) month before the date of expiration of the desired Cooperation Agreement.
3. Termination of Cooperation Agreement as referred to in Article 5 paragraph 2 above shall be effective only after written approval from the other party.
4. This Cooperation Agreement may be terminated or null and void if there is a provision of legislation and / or government policy that is contrary to the Cooperation Agreement.

Article 6
FORCEMAJORED

1. THE PARTIES are exempt from responsibility for any delay or failure to fulfill the obligations referred to in this Cooperation Agreement caused by the event of "Conditional Forces" beyond the PARTY'S POWER.
2. Events that may be classified under the Forced Condition in this Cooperation Agreement are: natural disasters, disease outbreaks, fires, wars, blockades, blasts, sabotages, revolutions, insurrections, riots, and government actions that no longer allow the Cooperation Agreement .
3. In the event of a Forced State as referred to in Article 7 paragraph 2 above so as to affect the performance of the obligations of either Party, the Party experiencing the Forced State shall be required to notify the other Party at the latest within 7 (seven) working days after the occurrence of the Forced State , to be resolved by deliberation
4. If a Party experiencing a Forced Condition is negligent to notify the other Party within the period specified in Article 7 paragraph 2 of this Cooperation Agreement, then all losses, risks and possible consequences shall be borne by the Parties experiencing the Forced State.

Article 7
DISPUTE RESOLUTION

1. In the event of any dispute / discrepancy in interpreting and / or in implementing the contents of this Agreement, the PARTIES agree to settle it deliberately for consensus.
2. In the event that no deliberations are resolved as referred to in article 7 of paragraph 1 above, THE PARTIES agree to bring legal institutions.

Article 8
MISCELLANEOUS

Matters not covered in this Cooperation Agreement shall be governed thereafter on the basis of an agreement, whether in the form of correspondence between the PARTIES or set forth in the Additional Cooperation Agreement (addendum) or in any other form constituting a unity which cannot be separated from the Cooperation Agreement this.

Article 9
CORRESPONDENCE

1. All notices and correspondence between PARTIES in respect of this Cooperation Agreement are made in writing and deemed to have been communicated to the person in the event of a receipt.
2. Any notices and correspondence will be addressed as follows:

THE FIRST PARTY : Study Program of Islamic Family Law, Magister Program (S2),
Graduate Program of IAIN Kendari
Jl. Sultan Qaimudin No, 17 Baruga Kota Kendari, Sulawesi Tenggara.

THE SECOND PARTY : Study Program of Islamic Family Law, Pascasarjana Program (S2) Of UIN
Raden Intan Lampung
Jl. Z.A. Pagar Alam, Labuan Ratu Bandar Lampung .

Article 10
CLOSING

1. The correspondence of documents and attachments relating to this Cooperation Agreement constitutes an indivisible entity of this Cooperation Agreement.
2. This Cooperation Agreement is made in 2 (two) copies each of which is sufficiently sealed and signed by the PARTIES and has the same legal power.

THE FIRST PARTY

Head of Islamic Family Law Study Program
of Magister (S2), Graduate of IAIN Kendari



Dr. Ashadi L. Diab, M.Hum
NIP. 19790517 200901 1 008

THE SECOND PARTY

Head of Islamic Family Law Study Program
of Pascasarjana (S2), Graduate of UIN
Raden Intan Lampung

Dr. Iskandar Syukur, MA
NIP. 19660330 199203 1 002

Lampung, 22th Des. 2021

Director of Postgraduate Program
Of IAIN Kendari



Dr. La Ode Abd. Wahab, M.Pd
NIP. 197608202003121003

Director of Poastgraduate program
Of UIN Raden Intan Lampung

Prof. Dr. Idham Kholid, M.Ag
NIP.. 196010201988031005