



MEMORANDUM OF UNDERSTANDING

BETWEEN

Hayrat Foundation

AND

**Ar-Raniry State Islamic University Banda Aceh
(UIN Ar-Raniry)**

MEMORANDUM OF UNDERSTANDING
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HAYRAT FOUNDATION
AND
AR-RANIRY STATE ISLAMIC UNIVERSITY BANDA ACEH

This Memorandum of Understanding is made at Ar-Raniry State Islamic University Banda Aceh on December 2023, hereinafter referred as “**MOU**” by and between:

1. **Hayrat Foundation** is a waqf established under the laws of the Republic of Turkey , of the first part whose address is Cumhuriyet Mah. Aşık Veysel Cad. No:72, 34290, Küçükçekmece, İstanbul, Türkiye and shall include its lawful representatives and permitted assigns, in this matter is represented by **Dr. Celal AKAR, President of Hayrat Foundation Türkiye in Indonesia**, therefore valid acting for and behalf of Hayrat Foundation.

2. **Ar-Raniry State Islamic University Banda Aceh** (hereinafter referred to as UIN Ar-Raniry) is a university established under the laws of the Republic of Indonesia, of the second part whose address is on Jl. Syeikh Abdul Rauf, Kopelma Darussalam, Banda Aceh, Indonesia and shall include its lawful representatives and permitted assigns, in this matter is represented by **Prof. Dr. Mujiburrahman, M.Ag., Rector of Ar-Raniry State Islamic University Banda Aceh**, therefore valid acting and on behalf of UIN Ar-Raniry;

Hayrat Foundation and UIN Ar-Raniry hereinafter referred to singularly as “the Party” and collectively as “the Parties”

WHEREAS

- A. Hayrât Foundation is a waqf which strives to support and educate students- who may study at secondary schools, high schools, and universities- to be highly knowledgeable, virtuous, morally upright, and devoted, and works to serve people through various activities (courses, panels, seminars, conferences) and by publishing the Holy Qur'an, Risale-i Nur treatises, religious and educational books and periodicals.

- B. UIN Ar-Raniry is an established State Islamic University in Banda Aceh, Indonesia, which strives to strengthen its academic and research excellence through various collaborations with other parties and institutions.
- C. The Parties are desirous of entering into this MOU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms and conditions as contained.

THE PARTIES HAVE REACHED AN UNDERSTANDING TO ENTER THIS MOU with the following terms and conditions as below:

ARTICLE 1

OBJECTIVE

The Parties, subject to the terms of this MOU, will endeavor to strengthen, promote and develop academic and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:
 - a) Exchange program for students (graduate and undergraduate) between two parties;
 - b) Exchange program for academic staff for teaching and research activities;
 - c) Organization of joint academic and scientific activities, such as conferences, seminars, symposia or lectures, and courses;
 - d) To provide Risalah An-Nur courses, Ottoman-Indonesian history courses, Turkish and Ottoman language courses;
 - e) Development of collaborative research projects on Risalah An-Nur, Said Nursi and Ottoman-Indonesian history;
 - f) Exchange of publications and other information of common interest;

- g) To provide opportunity to publish articles on Said Nursi and Risalah An-Nur in journals of Hayrat Foundation free of charge;
 - h) Facilitating admission of students from Hayrat Foundation to UIN;
 - i) Establish Ayasofya Center and;
 - j) Any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of 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.

ARTICLE 3

FINANCIAL ARRANGEMENTS

- 1. This MOU will not give rise to any financial obligation by one Party to the other.
- 2. This MOU does not constitute any financial commitment on the part of the Parties.
- 3. Each party will bear its own cost and expenses in the implementation of this MOU.

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MOU 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 5

NO AGENCY

Nothing contained herein is to be constituted as a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 6

ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This MOU will come into effect on the date of signing and will remain in the effect for a period of five years.
2. This MOU may be extended for a further period as may be agreed in writing by the Parties.
3. Each Party may terminate this MOU by giving the other Party six (6) month prior written notice of that intention.

ARTICLE 7

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 agreement 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
 - (i) 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; and
 - (ii) 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.

ARTICLE 8

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.

2. For purposes of paragraph 1 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of the MOU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which designated 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. Both Parties agree that the provisions of this Article shall continue to be binding between the parties notwithstanding the termination of this MOU.

ARTICLE 9

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 MOU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE 10

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 MOU shall be settled amicably through mutual consultation and/or negotiations between the parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 11

NOTICES

Any communication under this MOU 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 **Hayrat Foundation** or the **UIN Ar-Raniry**, 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 HAYRAT FOUNDATION

Cumhuriyet Mah. Aşık Veysel Cad.

No:72, 34290,

Küçükçekmece, İstanbul, Türkiye

Tel : +90 (212) 579 06 53 / +6281388104515

Fax : +90 (212) 580 76 74

Email : irtibat@hayratvakfi.org cc: info@ayasofya.or.id

To UIN AR-RANIRY

AR-RANIRY STATE ISLAMIC UNIVERSITY

BANDA ACEH

Jl. Syekh Abdul Rauf, Kopelma Darussalam,

Banda Aceh, Indonesia 23111

Tel : +62-651 7552921

Fax : +62-651 7552922


Email : international.affairs@ar-raniry.ac.id

The foregoing record represents the understandings reached between the **Hayrat Foundation** or **Ar-Raniry State Islamic University Banda Aceh** upon the matters referred to therein.

IN WITNESS WHEREOF the Parties have signed this MOU.

Done in Banda Aceh on December 4th 2023, in two originals, each written in English language, all versions being equally authentic.

FOR Hayrat Foundation



Dr. Celal AKAR

President of Hayrat Foundation Türkiye in Indonesia

FOR UIN Ar-Raniry



PROF. Dr. MUJIBURRAHMAN, M.Ag

Rector of Ar-Raniry State Islamic University Banda Aceh, Indonesia

DATE: 5-12-2023

DATE: 5-12-2023