



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SULTAN AZLAN SHAH

AND

UNIVERSITI DARUSSALAM, GONTOR INDONESIA

(DATED 10 February 2024)

Memorandum Of Understanding
Universiti Sultan Azlan Shah and Universiti Darussalam, Gontor

THIS MEMORANDUM OF UNDERSTANDING is made on 10 February 2024.

Between

Universiti Sultan Azlan Shah (hereinafter referred to as "USAS"), an institution of higher learning established under the Private Higher Educational Institutions Act 1996 [Act 555] whose address is at Bukit Chandan, 33000 Bandar Diraja Kuala Kangsar, Perak Darul Ridzuan, Malaysia and shall include its lawful representatives and permitted assigns on the one part; and

Universiti Darussalam, Gontor Indonesia (hereinafter referred to as "UNIDA"), an institution of higher education having its address at Jl. Raya Siman, Dusun I, Demangan, Kec. Siman, Kabupaten Ponorogo, Jawa Timur, Indonesia, and shall include its lawful representatives and permitted assigns of the other part (hereinafter referred to singularly as "the party" and collectively as "the Parties").

WHEREAS

- A. USAS is a university administered in accordance with the philosophy and concepts of "*Rahmatan Lil 'Alamiin*" (blessings to the whole world) in all fields of knowledge, research, publication and innovation. USAS taking various initiatives cooperation with institutions and organizations to strengthen its capabilities in academic, research, community service and internationalization and bring benefits to contemporary society and globalization.
- B. UNIDA is an established research university that continuously integrated the knowledge, Islam, humanity, modernity and all things related to Indonesia to bridge the dichotomy between Islamic and general studies.

- 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.
- D. This Memorandum of Understanding sets out below the general framework and intentions of the Parties for the collaboration and for the facilitation of further definitive agreement(s).
- E. In achieving the objectives of this Memorandum of Understanding, the Parties will work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations and/or policies.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

**ARTICLE 1
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, will endeavor to jointly facilitate the collaboration by providing the necessary expertise, manpower, information and support to each other.

**ARTICLE 2
AREAS OF CO-OPERATION**

- (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, endeavor to take necessary steps to encourage and promote cooperation in the following areas, which may include, but not limited to:
 - (a) Exchange of students and academic staffs;
 - (b) Joint Education Programs;

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- (c) Joint Research and Development Project;
 - (d) Knowledge Dissemination; and
 - (e) 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 any areas stated in paragraph 1, the Parties will enter into a separate legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including Articles on “confidentiality”, “personal data protection”, “suspension”, protection of intellectual property rights” and “settlement of dispute” as contained in this Memorandum of Understanding. The decision whether to initiate and/or implement any programs or activity shall be at the sole discretion of each Party.

ARTICLE 3

AGREED STATEMENT OF ROLES

Each Party shall cooperate to run this Memorandum of Understanding with a focus that is guided by roles as follows:

- (1) USAS serve as a host for the UNIDA’s students and academic staff
- (2) UNIDA serve as a host for the USAS’s students and academic staff

ARTICLE 4

FINANCIAL ARRANGEMENTS

The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own cost and expenses in establishing and conducting programs and activities contemplated under this Memorandum of Understanding, including its own cost and expenses in travel and accommodation.

ARTICLE 5
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 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 6
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. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
- (2) Notwithstanding Article 6 (1) above, this Memorandum of Understanding may be terminated by either Party giving written notice to the other at least three (3) months prior to the proposed date of termination.
- (3) Notwithstanding Article 6 (2) above, the provisions of this Memorandum of Understanding or any other written agreement in respect of any on-going cooperative programs or activities under this Memorandum of Understanding shall continue to apply until their completion unless the Parties mutually agree in writing to the earlier termination of the programs or cooperative activities.

ARTICLE 7
NOTICES

Any communication under this Memorandum will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of USAS or UNIDA as the case may be, shown below or to such other address or electronic mail

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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:

- (a) To USAS : Faculty of Islamic Studies and Social Sciences Universiti Sultan Azlan Shah Malaysia
Bukit Chandan, 33000 Bandar Diraja Kuala Kangsar, Perak Darul Ridzuan.
(PTJ): Fakulti Pengajian Islam dan Sains Sosial
Telephone: 05-7732447
Faximile: 05-773 2307
E-mail: admin_fpi@usas.edu.my
- (b) To UNIDA : Jl. Raya Siman, kel. Demangan, Kec. Siman, Kab. Ponorogo, 63471, Jawa Timur, Indonesia
Universiti Darussalam, Gontor
(PTJ): Prof. Dr. Hamid Fahmy Zarkasyi, M.A.Ed. M.Phil
Rector UNIDA Gontor
Telephone: +62 813-3373-1713
Faximile: -
E-mail: rektorat@unida.gontor.ac.id

ARTICLE 8
NO AGENCY

Nothing contained herein is to be construed so as to constitute 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 9
E-COMMUNICATION

The Parties acknowledge and agree that electronic communication is an acceptable method of correspondence and communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

ARTICLE 10
AMENDMENT

The terms stipulated in this Memorandum of Understanding shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing, signed by the Parties hereto and will come into effect on such date as may be determined by the Parties.

ARTICLE 11
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-

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- (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 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 12
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 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 include any document, 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 this Memorandum of Understanding 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 is 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 Memorandum of Understanding.

ARTICLE 13
SUSPENSION

Each Party reserves the right for reason 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 notification has been given to the other Party through diplomatic channels.

ARTICLE 14
SETTLEMENT OF DISPUTES

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

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IN WITNESS HEREOF, the Parties have executed this Memorandum of Understanding the day and year written above.

For and on behalf of UNIVERSITI SULTAN AZLAN SHAH

Signed by:

PROF. DATO' DR. WAN SABRI BIN WAN YUSOF)
VICE CHANCELLOR)


Signature

In the presence of:

PROF. DATO' DR. AHAMED KAMEEL MYDIN)
MEERA)
DEPUTY VICE CHANCELLOR OF ACADEMIC AND)
STUDENT AFFAIRS)


Signature

For and on behalf of UNIVERSITI DARUSSALAM, GONTOR

Signed by:

PROF. DR. HAMID FAHMY ZARKASYI, M.A.ED.,)
M.PHIL)
RECTOR UNIDA GONTOR)


Signature

In the presence of:

DR. KHOIRUL UMAM, M.EC.)
VICE RECTOR III UNIDA GONTOR)


Signature