



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYA

AND

UNIVERSITAS DARUSSALAM GONTOR

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made as of the day of, 20
(hereinafter referred to as "**MoU**");

BETWEEN

UNIVERSITI MALAYA, a university established under Universities and University Colleges Act 1971 and for the purpose of this MoU is represented by Academy of Islamic Studies and having an address at Lembah Pantai, 50603 Kuala Lumpur (hereinafter referred to as "UM"), of the first part;

AND

UNIVERSITAS DARUSSALAM GONTOR and for the purpose of this MoU is represented by its Rector Prof. Dr. K.H. Hamid Fahmy Zarkasyi, M.A.Ed., M.Phil and having an address at Jl. Raya Siman, Ponorogo, East Java, 63471, Indonesia (hereinafter referred to as "UNIDA Gontor"), of the second part.

(UM and UNIDA Gontor , hereinafter referred to individually as the "Party" and collectively as the "Parties")

WHEREAS:-

The Parties hereby seeking to improve understanding between their respective institutions and to establish mutually beneficial collaborations benefiting their members, have agreed to sign this MoU as a first step toward achieving these shared goals.

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

1. SCOPE OF CO-OPERATION

- (1) The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but not limited to:
- (a) student and/or academic and administrative staff exchanges;
 - (b) joint research activities;
 - (c) exchange of publications, reports and other academic materials and information; and
 - (d) sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.
- (2) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written binding agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity prior to entering into the separate written agreement shall be at the sole discretion of each Party.
- (3) The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up a programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for **UM** is Academy of Islamic Studies and for **UNIDA Gontor** is Dr. Khoirul Umam, M.Ec. as Vice Rector for Cooperation, Research, Community Service and Alumni.

2. 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 costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its own costs and expenses in travel and accommodation.

3. 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) Notwithstanding anything in clause 3(1), the Parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any programme or activity under this MoU shall be determined on a case by case basis and shall therefore be specified and agreed for each such programme or activity in a separate written agreement between the Parties.
- (3) The use of the name, logo and/or official emblem, trademark (or any variation thereof) or other Intellectual Property of one Party by the other on any publications, document and/or paper is prohibited without the prior written approval of the Parties.

4. CONFIDENTIALITY

- (1) The Parties agree and undertake to always keep confidential any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU.
- (2) The obligation of confidentiality contained in this MoU shall not apply to any Confidential Information which:
 - (i) has been made public by the Disclosing Party or by others with the permission of the Disclosing Party;
 - (ii) is independently received from a third party who is free to disclose it;
 - (iii) is in the public domain or is a compilation of material in the public domain.

5. VALIDITY, TERMINATION AND RENEWAL OF THE MoU

- (1) This MoU shall take effect from the last signature date on this MoU and shall continue to be effective for a period of Five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
- (2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- (3) Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written

agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

6. NOTICE

- (1) Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in the English language and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below :

(a) **If to UM :**

Address: Academy of Islamic Studies, Universiti Malaya, 50603, Kuala Lumpur

Telephone no. : 03-79676000

Contact person : Prof. Dr. Che Zarrina bt Sa'ari

Email address: apipp@um.edu.my

(b) **If to UNIDA GONTOR:**

Address: Jl. Raya Siman, Ponorogo, East Java, 63471, Indonesia

Telephone no. : (0352)483762

Contact person : +62 822-5715-0021

Email address: rektorat@unida.gontor.ac.id /
cooperation@unida.gontor.ac.id

7. 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, without reference to any third party.

8. MISCELLANEOUS

- (1) This MoU may be modified, varied or amended at any time after due to consultation and with the written agreement of both Parties.
- (2) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (3) The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.
- (4) This MoU shall be read and construed according to the laws presently in force in Malaysia.
- (5) Nothing contained herein is to be construed 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.
- (6) Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

9. COUNTERPARTS

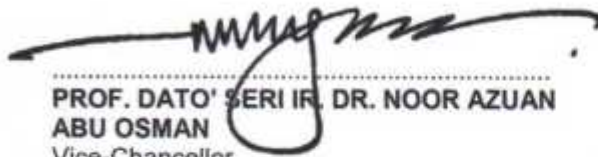
This MoU may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when executed and delivered shall constitute an original including in the form of electronic records and are executed electronically, but all the counterparts shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, both Parties have caused this MoU to be executed by their duly authorised representatives.

For an on behalf of
UNIVERSITI MALAYA

For and on behalf of
UNIVERSITAS DARUSSALAM GONTOR



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**PROF. DATO' SERI IR. DR. NOOR AZUAN
ABU OSMAN**
Vice-Chancellor



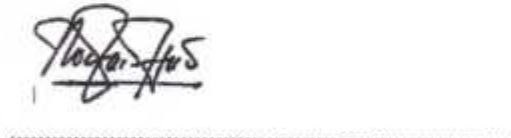
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**PROF. DR. K.H. HAMID FAHMY
ZARKASYI, M.A.ED., M. PHIL**
Rector

Date: 30 May 2024


Date:.....

In the presence of

In the presence of



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PROF. DR. MOHD FAUZI BIN HAMAT
Dean
Academy of Islamic Studies



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DR. KHOIRUL UMAM, M.Ec.
Vice-Rector for Cooperation, Research,
Community, Service and Alumni