



LETTER OF INTENT

BETWEEN

KOLEJ UNIVERSITI ISLAM PERLIS (KUIPs)

AND

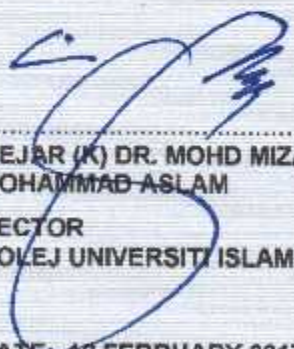
UNIVERSITY OF DARUSSALAM GONTOR (UNIDA)

This letter of intent is to establish pathways for future collaboration and express both parties' interest in executing the collaboration areas discussed in the areas described below:

Kolej Universiti Islam Perlis (KUIPs) and University Of Darussalam Gontor (UNIDA), wishing to establish cooperative relations in areas of education, teaching, research, publication, mounting of conferences, student and staff programs, industrial cooperation and other areas of mutual interest. This Agreement of Intent may be amended or extended by mutual written consent of both parties.


By establishing this letter of intent, Kolej Universiti Islam Perlis and University Of Darussalam Gontor (UNIDA), will follow this up with a Memorandum of Understanding that outlines the abovementioned areas of collaboration.

Signed On Behalf of
Kolej Universiti Islam Perlis


MEJAR (K) DR. MOHD MIZAN
MOHAMMAD ASLAM
RECTOR
KOLEJ UNIVERSITI ISLAM PERLIS

DATE: 12 FEBRUARY 2017

Signed On Behalf of
University Of Darussalam Gontor


UNIVERSITY OF DARUSSALAM GONTOR
PROF. DR. AMAL FATHULLAH
ZARKASYI, M.A.
RECTOR
UNIVERSITY OF DARUSSALAM GONTOR

DATE: 12 FEBRUARY 2017



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**KOLEJ UNIVERSITI ISLAM PERLIS (KUIPs)
MALAYSIA**

AND

**UNIVERSITY OF DARUSSALAM GONTOR (UNIDA)
INDONESIA**

2017

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) is made on this 12nd Februari 2017.

BETWEEN

KOLEJ UNIVERSITI ISLAM PERLIS a private institution of higher learning (hereinafter referred to as "KUIPs") established and incorporated in Malaysia under the Private Higher Educational Institutions Act 1996 [Act 555] and having its registered office at Lot Aras G-3, Blok S1, Kompleks Desa Siswa, 02100 Padang Besar, Perlis, MALAYSIA and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITY OF DARUSSALAM GONTOR (hereinafter referred to as "UNIDA") whose address is at Jl. Raya Siman Km. 6, Siman, Ponorogo, East Java, 63471, Indonesia shall include its lawful representatives and permitted assigns;

Hereinafter referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS

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.

HAVE 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 each Party's country, will endeavor to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF COOPERATION

2.1 Each Party will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:

2.1.1 Exchange of Students

Students of one Party may be accepted by the other Party for admission to undertake undergraduate and postgraduate studies if they meet the specified admission requirements and may also be accepted to undergo work attachment programme in the host institutions if such program of studies includes that particular component.

2.1.2 Joint workshops and training programs

The Parties will jointly initiate the workshop and training programs of mutual interest. The Party which initiates any workshop and training program will, in a field of likely interest to the other Party, wherever possible, invite staff of the latter Party to participate in the workshop and training program on such provisions to be decided upon mutually in writing between the Parties.

2.1.3 Joint research and development projects

The Parties will jointly initiate the research and development projects of mutual interest. Both Parties will act as a partner or co-researcher in all research proposal submitted by either Party.

The Party which initiates a research and development project in a field of likely interest to the other Party will, wherever possible, invite staff of the latter Party to participate in the project on such provisions to be decided upon mutually in writing between the Parties.

2.1.4 Joint education programs

Parties will endeavour to provide joint education programs of mutual interest on such provisions to be decided upon mutually in writing between the Parties.

2.1.5 Exchange of Staff

2.1.5.1 Academic Members

Either Party may invite an academic member of the other Party for a short term sabbatical leave or postgraduate doctoral training who may be allowed to be engaged in teaching or research on such provisions to be decided upon mutually in writing between the Parties

2.1.5.2 Non-academic Members

The Parties may decide to exchange other non-academic staff for training or work attachment on provisions to be decided upon mutually in writing between the Parties.

2.1.6 Exchange of Publication

The Parties will use their reasonable endeavours to assist each other in the exchange of publication including the reasonable supply of relevant materials and use of equipment required for research.

2.1.7 Cooperation In Other Areas

The link and cooperation may, subject to mutual agreement in writing, be extended to other areas not mentioned above to be mutually decided upon by the Parties.

ARTICLE 3

FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will **NOT** give rise to any financial obligation by one Party to the other.
2. Each party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE 4

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 5

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 6

ENTRY INTO EFFECT AND DURATION

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. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE 7

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 **KOLEJ UNIVERSITI ISLAM PERLIS** or the **UNIVERSITY OF DARUSSALAM GONTOR** 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 : **KOLEJ UNIVERSITI ISLAM PERLIS**
Attn to : Rector
Address : Lot Aras G3, Blok 1, Kompleks Desa Siswa
02100 Padang Besar, Perlis.
MALAYSIA
Tel no. : (+604) 949 3000
Fax no. : (+604) 949 3314
E-mail : rector@kuips.edu.my

To : **UNIVERSITY OF DARUSSALAM GONTOR**
Attn to : Rector
Address : Jl. Raya Siman Km. 6, Siman, Ponorogo,
East Java, 63471
INDONESIA
Tel no. : +62 352 3574562
Fax no. : +62 352 488182
E-mail : rektorat@unida.gontor.ac.id

The foregoing record represents the understandings reached between the **KOLEJ UNIVERSITI ISLAM PERLIS** and the **UNIVERSITY OF DARUSSALAM GONTOR** upon the matters referred to therein.

ARTICLE 8

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall enforced in conformity with the respective national laws, rules and regulations of the Parties and with 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 –
 - (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 9

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of document, 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 purpose 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 10

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order 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 11

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 through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 12

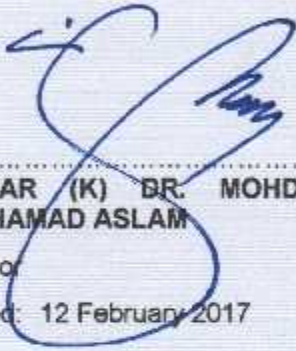
FORCE MAJEURE

Neither party shall be liable to the other for any default due to act of God or any act or matter beyond the control of the party in default provided that any party seeking to rely on this provision shall give written notice to the other containing full particulars of the event, any act or matter which it claims has put the performance of its obligations under this Agreement beyond its control and this Clause shall not apply in respect of any default committed after such event any act or matter has ceased to have effect on the performance of this Agreement.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding on this **12nd day of February in the year 2017**.

For and on behalf of

KOLEJ UNIVERSITI ISLAM PERLIS



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**MEJAR (K) DR. MOHD MIZAN BIN
MOHAMAD ASLAM**

Rector

Dated: 12 February 2017

For and on behalf of

UNIVERSITY OF DARUSSALAM GONTOR



.....
**PROF. DR. AMAL FATHULLAH
ZARKASYI, M.A.**

Rector

Dated: : 12 February 2017