



UNIVERSITI SAINS ISLAM MALAYSIA
جامعة العلوم الإسلامية الماليزية
ISLAMIC SCIENCE UNIVERSITY OF MALAYSIA



**MEMORANDUM OF UNDERSTANDING
(MOU)**

BETWEEN

**UNIVERSITI SAINS ISLAM MALAYSIA
(USIM)**

AND

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

THIS MEMORANDUM OF UNDERSTANDING is made on the 22ND day of July 2018

BETWEEN

UNIVERSITI SAINS ISLAM MALAYSIA, an institution of higher learning incorporated under the Universiti Sains Islam Malaysia (Incorporation Order) 2007 [P.U. (A) 31/2007] and established under the Universities and University Colleges Act 1971 and having its correspondence address at Bandar Baru Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus, Malaysia (hereinafter referred to as "**USIM**") and will include its lawful representatives and permitted assigns on the one part;

AND

UNIVERISTY OF DARUSSALAM GONTOR, a fully accredited private Islamic university established by decision of the Minister of Education and Culture of Indonesia Number 179/E/O/2014 dated July 4th, 2014 and having its correspondence address at Jalan Raya Siman Km. 6, Ponogorogo, East Java, 64371, Indonesia (hereinafter referred to as "**UNIDA Gontor**") and will include its lawful representatives and permitted assigns on the other part;

USIM and **UNIDA Gontor** shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS:-

- A. **USIM** is an established public university in Malaysia which strives to enhance and strengthen its tertiary-level education training in a wide spectrum of academic disciplines via various collaborative arrangements with other parties.
- B. **UNIDA Gontor** is an established university based on waqf which adopts total boarding system and strives to integrate science, technology and humanities into Islamic sciences and maintain the modern development.

- 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.

THE PARTIES 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 endeavour to strengthen, promote and develop on a basis of direct cooperation and collaboration in the field of research, education and in training programs on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF COOPERATION

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:
 - a) Exchange of Staff and Students
 - b) Joint workshops and training programmes
 - c) Joint research and development projects
 - d) Joint education programs
 - e) Collaboration in Publication
 - f) Cooperation in Other Areas

2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1 above, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses

on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute".

ARTICLE III

FINANCIAL ARRANGEMENTS

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

ARTICLE IV

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 V

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 VI

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

ARTICLE VII

NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of **USIM** or **UNIDA 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: **UNIVERSITI SAINS ISLAM MALAYSIA**

Professor Dato' Dr. Musa Ahmad
Vice-Chancellor
Universiti Sains Islam Malaysia,
Bandar Baru Nilai,
71800 Nilai,
Negeri Sembilan Darul Khusus, Malaysia
Tel: +606-798 8013
Fax: +606-794 1143
Email: nc@usim.edu.my

To: **UNIVERSITY OF DARUSSALAM GONTOR**

Prof. Dr. Amal Fathullah Zarkasyi, M.A.,
Rector
University of Darussalam Gontor
Jl. Raya Siman Km. 6, Ponorogo, East Java,
64371 INDONESIA
Tel: +62 352 483762
Fax: +62 352 488182
rektorat@unida.gontor.ac.id

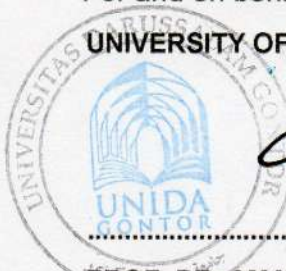
(END OF CLAUSE)

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

Signed in duplicate at **Monday** on this **22nd** day of **July** in this year of 2018, in four (4) original texts, each in English language, all texts being equally authentic, by the authorized signatories on behalf of the Parties.

For and on behalf of)
UNIVERSITI SAINS ISLAM MALAYSIA)

For and on behalf of)
UNIVERSITY OF DARUSSALAM GONTOR)



.....
PROF. DATO' DR. MUSA AHMAD
Vice- Chancellor
Universiti Sains Islam Malaysia

.....
PROF. DR. AMAL FATHULLAH ZARKASYI, M.A.
Rector
University of Darussalam Gontor

In the presence of :

In the presence of:

.....
Prof. Dato' Dr. Hassan Basri bin Awang M. D.
Deputy Vice Chancellor
Universiti Sains Islam Malaysia

.....
Dr. Abdul Hafidz Zaid, M.A.
Vice Rector III
University of Darussalam Gontor