

**RESEARCH AGREEMENT
FOR
"ISLAMIC STUDIES"**

BETWEEN



**UNIVERSITY OF DARUSSALAM GONTOR
INDONESIA**

AND

**MARKFIELD
INSTITUTE
OF HIGHER EDUCATION**

**MARKFIELD INSTITUTE OF HIGHER EDUCATION
THE UNITED KINGDOM**

[ON : 9 October 2017]

1439/2017

RESEARCH AGREEMENT

FOR

"ISLAMIC STUDIES"

This Research Agreement is made on the **October 9, 2017** hereinafter referred to as "Agreement".

Between

UNIVERSITY 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 4 July 2014, whose address is at Jl. Raya Siman Km. 6, Ponorogo, East Java, 64371, (hereinafter referred to as "**UNIDA Gontor**"), of the first part;

AND

MARKFIELD INSTITUTE OF HIGHER LEARNING an institution of higher learning and a public research university, whose address is at Ratby Lane, LE67 9SY Markfield, Leicestershire, United Kingdom, (hereinafter referred to as "**MIHE**"), of the second part;

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

WHEREAS

- A. 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.

- B. MIHE is a higher education Institute which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
- C. The Parties agree to collaborate in the areas of research publications and other related publication activities prior to this agreement.
- D. The Parties agree that their different areas of expertise may complement each other with respect to a proposed collaboration and possible future opportunities that may be addressed together.
- E. UNIDA Gontor and MIHE wish to collaborate, subject to the terms and conditions contained herein.

NOW THEREFORE, THE PARTIES HEREBY AGREE ON THE TERMS AND CONDITIONS OF THEIR COLLABORATION AS FOLLOWS:

1.0 INTERPRETATION

1.1 Interpretation

In this Agreement, unless the context otherwise requires:

- a) Words importing the singular shall include the plural and vice versa, wherever the context so admits.
- b) Words and expressions importing the masculine gender shall include the feminine and neuter genders and vice versa.
- c) The headings and sub-headings to the Clauses are the convenience of reference only and shall not affect the interpretation and construction thereof.
- d) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variation and cognate expressions of the word or expression so defined.

1.2 Language

All documentation under or pursuant to this Agreement shall be in English.

2.0 RECITALS:

2.1 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 offering courses of study leading to the excellent of undergraduate of Islamic studies, health sciences, international relations, agriculture science and technology, information technology, business and finance, management, language and communication as well as postgraduate degrees in the fields of Islamic studies.

2.2 MIHE is a higher education Institute which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.

2.3 The Parties agree to collaborate in the areas of research publications and other related publication activities prior to this agreement.

2.4 The parties agree that their different areas of expertise may complement each other with respect to a proposed collaboration and possible future opportunities that may be addressed together.

2.5 In this collaboration or Agreement, MIHE is represented by Dr. Zahid Parvez

2.6 UNIDA Gontor and MIHE now wish to collaborate, subject to the terms and conditions contained herein.

3. DEFINITIONS

3.1 In this Agreement the following definitions will apply:-

"Research" means any and all **research** collaboration between both parties, UNIDA Gontor and MIHE under specific terms and conditions agreed between both researchers committees, and/or authority representing them;

"Related activities" mean any and all research and academic activities including activities in respect of, or in connection with:-

- (i) research
- (ii) publication
- (iii) organizing conference, workshops, discussion
- (iv) academic writings

"Research committees" mean academican/researcher (s) of UNIDA Gontor and MIHE and/or any person (s) nominated by UNIDA Gontor and MIHE to pursue in any related activities;

"Research grant" Means research grant (s) agreeable and payable by a UNIDA Gontor/MIHE to partake in the any related activities and research projects.

4. CONSIDERATION AND OBLIGATION OF PARTIES

4.1 The purpose of this Agreement is to record the mutual understanding and current intent of the Parties with respect to exploring a closer working relationship in relation to the collaboration in research and related activities.

4.2 The Parties not to commit any act or default or be guilty of any conduct not consistent with the proposed collaboration or which may damage the good name or reputation of either party or any person or body employed by or acting on behalf of either party shall carry itself in a proper and professional manner having regard to the best interest of both parties.

5. **CONFIDENTIALITY**

5.1 For the purpose of this Clause, "Confidential Information" shall mean any and all knowledge, know-how, information, and/or techniques disclosed by one Party, whether owned by the Party or placed in its possession by the owner (hereinafter referred to in this capacity as "the Provider") to another (hereinafter referred to in this capacity as "the Recipient") relating to this Agreement, including without limiting the generality of the foregoing, all research, data specifications, plans, drawings, prototypes, models, documents, records, instructions, manuals, papers or other materials of any nature whatsoever, whether written or otherwise, relating to the same.

5.2 The following disclosures shall not be considered as "Confidential Information" for the purpose of this Agreement if it:-

- (a) is made subject to an order by judicial process requiring the Recipient to disclose any or all of the Confidential Information disclosed to it by the Provider PROVIDED that the Recipient shall promptly notify the Provider and allow the Provider, reasonable time to oppose such process before disclosing any of the Confidential Information disclosed to it by the Provider;
- b) is published or becomes available to the general public other than through the breach of this Agreement;

- (c) is obtained by the Recipient from a third party with a valid right to disclose it, provided that said Party is not under a confidentiality obligation to the discloser;
- (d) is independently developed by employees, agents or consultants of the Recipient who had no knowledge or access to the Confidential Information disclosed to it by the other Party to this Agreement as evidence by the Recipient's business records; or
- (e) was in the possession of the Recipient prior to receipt from the Provider, other than through prior disclosure by the Provider, as evidence by the Recipient's business records.

5.3 The Recipient shall not use the Confidential Information provided to it by the Provider, directly or indirectly, for any purpose other than as specifically set forth in this Agreement. Without limiting the generality of the foregoing, the Recipient shall not use, manufacture, or sell the Provider's Confidential Information or any device or means incorporating any of the Provider's Confidential Information as the basis for the design or creation of any device or means.

5.4 The Recipient shall keep and use all the Provider's Confidential Information in confidence and shall not disclose any part of the Provider's Confidential Information to any person, firm, corporation, or other entity.

5.5 In the event that the Recipient needs to disclose Confidential Information to their employees, the Recipient agrees that they shall ensure that these employees be notified of the confidentiality obligations under this Agreement and be made to execute a confidentiality undertaking, prior to the Recipient making the Confidential Information available to the employees.

5.6 Notwithstanding any termination or expiration of this Agreement, the obligations of confidentiality set forth in this Clause shall survive and continue to be binding upon the recipient, its successors, and assigns without limit in point of time.

5.7 In the event that the Recipient breaches the obligations set out herein and causes the Provider to suffer damages and losses due to this, the Recipient agrees to indemnify the Provider.

6.0 PERIOD OF PERFORMANCE

This Agreement shall come into force on the **October 9, 2017 (hereafter referred to as "Commencement Date")** for a period of **5 (5) years and shall due on October 9, 2022 (following the duration of MoU)** unless terminated in accordance with the terms of this Agreement.

7.0 OBLIGATIONS OF PARTIES

7.1 OBLIGATIONS OF UNIDA Gontor

- a) To provide researchers for the project and to bear any cost thereto (if any).
- b) To select appropriate number of researchers to work on the research based on their expertise in the relevant disciplines.
- d) The research team will be comprised of 4-6 researchers. The team member can include academician from other Institute of Higher Education to share the expertise.

- e) Both parties will conduct research on **ISLAMIC STUDIES**.

7.2 OBLIGATIONS OF MIHE

- a) To provide researchers for the project and to bear any cost thereto (if any).
- b) To select appropriate number of researchers to work on the research based on their expertise in the relevant disciplines.
- c) The research team will be comprised of 4-6 researchers. The team member can include academician from other Institute of Higher Education to share the expertise.
- d) Both parties will conduct research on **ISLAMIC STUDIES**.

8.0 FINANCIAL

- 8.1 Financial use should be agreed upon both parties.
- 8.2 All matters concerning financial report will be regulated further based on agreement of both parties.
- 8.3 If the Project requires additional funding, project researchers shall bear the additional cost of the Project.

9.0 RENEWAL OF CONTRACT

Upon expiry of this Agreement in accordance with Clause 6, either of the Parties if has any intention to renew the Agreement, shall give written notification to the other Party of his intention for a certain period which shall be agreed upon by both Parties and the notification shall be done by giving notice 60 days before the Expiry Date.

10.0 LIABILITY

10.1 Neither Party shall be liable to the other Party for any loss or damage arising by reason of its failure to perform work on time or within estimated costs or at all, provided that the Party has used its reasonable endeavors in all respects.

10.2 Each Party agrees to indemnify and keep indemnified the other Party against any and all liabilities, losses, costs and expenses incurred by the other Party to the extent that the same are incurred as a result of the negligence, willful misconduct, negligent act or omission or willful failure to act on the part of the first mentioned Party.

11.0 TERMINATION

11.1 The Parties have the right to terminate this Agreement by giving sixty (60) days written notice before the proposed termination is to become effective.

11.2 Where this Agreement is terminated in accordance with the provisions of Clause 11.1, the Parties shall use their best endeavors to stop the work carried out in relation to the Project systematically and where applicable; to complete such outstanding work and/or to settle any cost of outstanding cost related thereto during the relevant action periods.

12.0 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Parties hereby agree to maintain all copyright restrictions on all materials, including but not limited to promotional materials, course materials, examinations papers and syllabus, provided by one Party to the other under this Agreement. No such materials shall be reprinted or reproduced in any manner without the prior written approval of the Party that provided such materials.
- 12.2 Any Intellectual Property rights developed during the term of this Agreement by either Party will be and are hereby assigned as the sole property of the Party that had developed such Intellectual Property rights.

13.0 ASSIGNMENT

This Agreement shall not be assigned to any third party by either Party without the prior written consent of the other Party. Any and all assignments not made in accordance with this Agreement shall be void.

14.0 FORCE MAJEURE

- 14.1 Neither Party shall be liable for any failure to perform its obligations under this Agreement if the failure results from events beyond the reasonable control of either Party. For the purpose of this Agreement, such events shall include but not necessarily be limited to, strikes, lock-outs, civil disturbances, wars, embargoes, acts of God, or other catastrophes.
- 14.2 The respective obligations of either Party hereunder shall be suspended during the time and to the extent that such party is prevented from complying

therewith by a Force Majeure event provided that such Party shall have given immediate written notice thereof, specifying the nature and details of such event and the probable extent of the delay to the other Party.

14.3 In case of a Force Majeure event the time for performance required by either Party under this Agreement shall be extended for any period during which the performance is prevented by the event but shall not exceed sixty (60) days, the other Party may terminate this Agreement by notice in writing.

15.0 GOVERNING LAWS AND DISPUTE RESOLUTION

15.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and Indonesia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia and Indonesia.

15.2 All disputes arising from the implementation of this agreement the Parties will settle amicably and with the friendly spirit.

16.0 STAMP DUTY AND LEGAL FEES

Stamp duty for this agreement shall be borne equally by both Parties.

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17.0 **NOTICE**

17.1 Any notice including legal notice, request, instruction, approval, consents, determination, correspondence or other document ("Notices") to be given hereunder by each Party to the other shall be written in English and delivered, posted or sent to the addresses and facsimile numbers as follows :-

17.1.1 To : **UNIVERSITY OF DARUSSALAM GONTOR**
Attn to : **Prof. Dr. Amal Fathullah Zarkasyi, M.A., Rector**
Address : **Jl. Raya Siman Km. 6, Ponorogo, East Java, 64371
INDONESIA**
Tel no. : **+62 352 483762**
Fax no. : **+62 352 488182**
E-mail : **rektorat@unida.gontor.ac.id**

17.1.2 To : **MARKFIELD INSTITUTE OF HIGHER EDUCATION**
Attn to : **Dr. Zahid Parvez**
Address : **Ratby Lane, Markfield, Leicestershire
LE67 9SY, UK**
Tel no. : **+44 (0) 1530 244 922**
Fax no. : **+44 (0) 1530 243 102**
E-mail : **zahid.parvez@mihe.org.uk**

17.2 The Notices shall be faxed and/or emailed or hand delivered or sent by registered post.

17.3 The Notices will be deemed to be received if:

17.3.1 hand-delivered on the day of delivery upon acknowledgement of receipt by the recipient

17.3.2 posted by registered mail on the day of acknowledgement of receipt by the recipient of the registered mail or three (3) days after the post, whichever is earlier; or

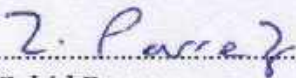
17.3.3 Sent by facsimile or electronic mail (email), upon receipt of successful transmission notice.

17.4 Either Party may, by giving notice in writing of at least fourteen (14) working days to the other Party, change the particulars as stated above and thereafter the new particulars shall be the effective address and/or number for service or delivery of any notice, demand for information or documents required or authorised by this Agreement to be given in writing.

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IN WITNESS HEREOF, the Parties have executed this Agreement the day and year written above.

FOR MIHE


.....
Dr Zahid Parvez
Principal
Markfield Institute of Higher
Education(MIHE),
United Kingdom


DATE: October 9, 2017

In the presence of:


.....
EMIR CAMDZIC
.....

DATE: October 9, 2017

FOR UNIDA Gontor


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Prof. Dr. Amal Fathullah Zarkasyi, M.A.
Rector
University of Darussalam Gontor
Indonesia

DATE: : October 9, 2017

In the presence of:


.....
KH Hasan Abdullah Sahal
President, University of Darussalam Gontor

DATE: October 9, 2017