

**RESEARCH AGREEMENT  
FOR  
"ISLAMIC STUDIES"**

**BETWEEN**



**UNIVERSITY OF DARUSSALAM GONTOR**

**AND**



**UNIVERSITY OF MALAYSIA**

**[ON : Oktober 19]**

**1438/2017**

**RESEARCH AGREEMENT  
FOR  
"ISLAMIC STUDIES"**

This Research Agreement is made on the **Oktober 19, 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**

**UNIVERSITY OF MALAYA** an institution of higher learning established under the laws of Malaysia, whose address is at Lembah Pantai, 50603 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia, (hereinafter referred to as "**UM**"), of the second part;

UNIDA Gontor and UM 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. UM is a university 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 UM 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 UM is a university 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, UM is represented by Academy of Islamic Studies and Faculty of Language and Linguistics.



2.6 UNIDA Gontor and UM 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 UM 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 academician/researcher (s) of UNIDA Gontor and UM and/or any person (s) nominated by UNIDA Gontor and UM to pursue in any related activities;

**"Research grant"** Means research grant (s) agreeable and payable by a UNIDA Gontor/UM 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 shall not 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 evidenced 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 evidenced 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 **Oktober 19, 2017 (hereafter referred to as "Commencement Date")** for a period of **5 (5) years and shall due on Oktober 18, 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 select appropriate number of researchers to work on the research based on their expertise in the relevant disciplines.
- b) The research team will be comprised of 4-6 researchers. The team member can include academican from other Institute of Higher Education to share the expertise.
- c) Both parties will conduct research on **ISLAMIC STUDIES in the field of: Education, Economics, Law, and Arabic Language.**

## **7.2 OBLIGATIONS OF UM**

- a) To select appropriate number of researchers to work on the research based on their expertise in the relevant disciplines.
- b) The research team will be comprised of 4-6 researchers. The team member can include academicians from other Institute of Higher Education to share the expertise.
- c) Both parties will conduct research on **ISLAMIC STUDIES** in the field of: **Education, Economics, Law, and Arabic Language.**

## **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.

15.2 The parties must discuss the dispute initially with a view to settling the dispute amicably.

15.3 In the event that the parties are unable to agree on any settlement or arrangement, either party may take the dispute to a Malaysian court of law.

#### **16.0 STAMP DUTY AND LEGAL FEES**

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

#### **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](mailto:rektorat@unida.gontor.ac.id)

17.1.2 To : **UNIVERSITY OF MALAYA**  
Attn to : Academy of Islamic Studies  
Address : University of Malaya,  
50603 Kuala Lumpur  
MALAYSIA

Attn to : Faculty of Language and Linguistics  
Address : University of Malaya,  
50603 Kuala Lumpur  
MALAYSIA

Tel no. : +603-79673160  
Fax no. : +603-79579707

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.

## 18. **LIABILITY**

18.1 Each party shall not be liable to the other party for any loss nor damage arising from its failure to perform work on time or within estimated costs, provided that the said party has used its reasonable endeavours in all respects.

18.2 Each party shall indemnify and hold harmless the other party against all demands, claims, liabilities, loses, damages, legal costs and other expenses of any nature



whatsoever, including infringement of any third party intellectual property rights which may be asserted against or suffered by the other Institution and which relate to or arise under this Agreement, but excluding any liability to the extent that results from the reckless misconduct or wilful default of the other party.

**19. WARRANTIES**

- 19.1 The parties shall ensure that the services and technical assistance provided by both parties in relation to this Agreement are provided with due care, diligence and skill reasonably expected of professional persons providing services of the kind described. The parties makes no other warranty or assurances with respect to the services and technical assistance carried out in relation to this Agreement or to its quality, accuracy or suitability for any purpose.
- 19.2 It is the duties of both parties, to the best of their knowledge, to ensure that the Intellectual Property Rights related to the Research do not infringe any third party intellectual property rights, to avoid any claims, losses, damages and/or costs suffered in the event of a breach of existing third party intellectual property rights.

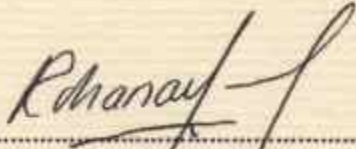
**20. GENERAL**

- 20.1 Any amendment, revision or change to the terms of this Agreement must be in writing, mutually agreed on and signed by the parties.
- 20.2 Should any provision of this Agreement be held by a Court of law to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.
- 20.3 Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Institutions hereto or as constituting any party as an agent or representative of the other party for any purpose or in any manner whatsoever.
- 20.4 The waiver by a party in respect of any breach of a term of this Agreement by the other party shall not be deemed to be a waiver in respect of any other terms or of any subsequent breach of that term.
- 20.5 The failure of a party to enforce at any time any term of this Agreement shall in no way be interpreted as a waiver of such term.
- 20.6 This Agreement constitutes the entire agreement between the Institutions. Any prior arrangements, agreements, representations or undertakings are hereby superseded.

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

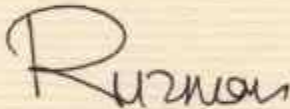
**FOR UM**



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**PROF. DATUK DR. ROHANA YUSOF**  
Deputy Vice-Chancellor (Student Affairs and  
Alumni)  
University of Malaya(UM),  
Malaysia

**DATE: Oktober 19, 2017**

In the presence of:



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**ASSOC. PROF. DR. RUZMAN MD NOOR**  
Deputy Director (Undergraduate Studies)  
Academy of Islamic Studies

**DATE: Oktober 19, 2017**

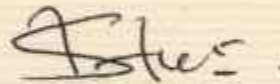
**FOR UNIDA Gontor**



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

**DATE: : Oktober 19, 2017**

In the presence of:



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**DR. SETIAWAN BIN LAHURI, MA**  
Vice Rector II

**DATE: Oktober 19, 2017**