

**MEMORANDUM OF UNDERSTANDING
(MOU)**

BETWEEN

**UNIVERSITY OF DARUSSALAM GONTOR
INDONESIA**

AND

**KHAZAR UNIVERSITY
AZERBAIJAN**

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as MoU) is made on **September 20, 2018**, at **Khazar University, Baku, Azerbaijan**.

BETWEEN

UNIVERSITY OF DARUSSALAM GONTOR (hereinafter referred to as "**UNIDA 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, Indonesia represented herein by its Rector, Prof. Dr. KH. Amal Fathullah.

AND

KHAZAR UNIVERSITY in AZERBAIJAN (hereinafter referred to as "Khazar University"), an accredited private university in Baku, Azerbaijan established on March 18, 1991 according to resolution N41 of the Cabinet of the Ministers of Azerbaijan Republic as Azerbaijan University with English as a medium of instruction.

hereinafter referred to singularly as "the Party" and collective as the "Parties", wishing to establish relations between the two institutions, agree to cooperate with each other as follows:

Article 1

Objective

The parties, subject of the terms of this MoU and the laws, rules, regulations and national policies from the time in force in each Party's country, will endeavor to strengthen, promote and develop cooperation between the parties on the basic of equality and mutual benefit in the areas of common interests.

Article 2

General Areas of Co-operation

- 1) The Parties recognize the value of promotion of mobility of students between institutions of higher learning.
- 2) The Parties wish to provide the opportunity to students of UNIDA Gontor to obtain credit in the event that they enroll in the Khazar University in Azerbaijan.
- 3) The Parties recognize the institutional benefits of promotion of the articulation relationship established by this Agreement.

Article 3

Model of Collaboration

- 1) Curriculum Internationalization
 - a. Capacity Building on curriculum in UNIDA Gontor by curriculum expert from Khazar University
- 2) Modernization of teaching program
 - a. Sharing knowledge from both parties by conducting international field study for lecturers
- 3) Double degree program
 - a. Mutual cooperation on Double Degree Program between the two universities. The degree and details of courses shall be decided by the Deans of Faculties of both universities.
- 4) Exchange of Lecturer and Student

- a. Exchange of lecturer may take place for the purpose of teaching, research & fellowship for duration to be mutually agreed.
- b. Exchange of student may take place for the purpose of study or research for duration to be mutually agreed

Article 4

Financial Arrangement

- 1) The principle which both Parties will adopt is based on cost recovery for all activities where appropriate. In specific cases, the commitment to funding costs would be agreed to on a case by case basis.
- 2) The expenses arising from the cooperation, as for example, training or advisory visits or staff attachments etc. will be negotiated according to the mutual acceptance of both Parties

Article 5

Confidentiality

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

Article 6

Communication

- 1) Any such agreements entered into, as outlined above, will form appendices to this MoU. Each institution shall designate a liaison officer to develop and coordinate the specific activities agree upon.
- 2) Notification of any change in liaison officers may be made by letter without amending this Memorandum of Understanding.

Article 7

Trademarks

The parties agree that if agreement is reached for the use of a trademark of one party by the other party for the purposes of this Agreement, that the parties will conclude a separate agreement to license the use of the trademark.

Article 8

Duration and Termination

- 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 Article 5 clause (1), 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 Article 5 clause (2), the provisions of this MoU or any other written agreement in respect of any on-going exchange or 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 cooperative activity.

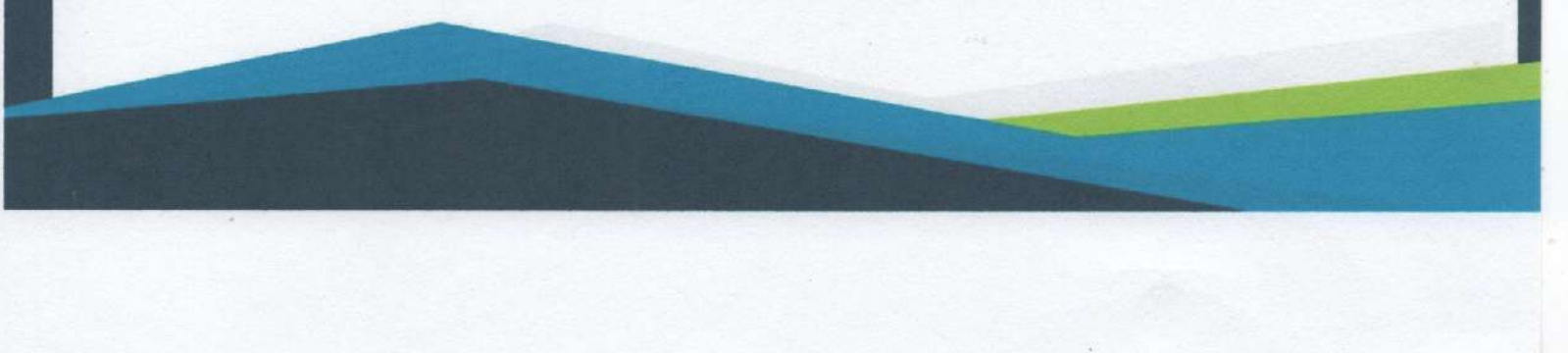
Article 9

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

Article 10

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) Nothing in this Memorandum of Understanding shall be construed as creating legal obligations between the parties.
 - 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.
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In witness whereof, the Parties here to have offered their signatures:

For University of Darussalam Gontor
Indonesia

For Khazar University
Azerbaijan



Prof. Dr. KH. Amal Fathullah

Rector of UNIDA Gontor

Witnessed by

A blue ink signature of Dr. Hamid Fahmy Zarkasyi, written in a cursive style.

Dr. Hamid Fahmy Zarkasyi
Vice Rector, Unida Gontor

Date: 2018



Prof. Hassan Nakhafis

Rector of Khazar University

Witnessed by

A blue ink signature of Dr. Irada Khalilova, written in a cursive style.

Dr. Irada Khalilova
Vice Rector for Research

Date: 2018