

MEMORANDUM OF UNDERSTANDING

BETWEEN

NECMETTIN ERBAKAN UNIVERSITY

AND

DARUSSALAM GONTOR UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of _____

BETWEEN

Necmettin Erbakan University (herein NEU), a public university in Turkey, with an address of Yaka Mahallesi, Yeni Meram Caddesi, Kasım Halife Sokak No: 11, Meram, Konya, Turkey,

AND

Darussalam Gontor University (herein UNIDA Gontor) a public university in Indonesia, with an address of Jl. Raya Siman, Ponorogo, East Java, 63471, Indonesia

WHEREAS

the Parties use the present Memorandum of Understanding (MoU) to establish a range of collaborative arrangements upon the provisions as contained herein.

1 OBJECTIVES

The Parties, in accordance with the MoU and their institutional regulations, will encourage and promote the establishment of direct collaboration in the field of research, education, and training programs of mutual interest. Any provisions should be mutually agreed in writing between the Parties.

2 AREAS OF COLLABORATION

2.1 Student Mobility

2.1.1 Students of one Party may be accepted by the other Party to pursue postgraduate studies if they meet admission requirements. They may also be accepted for specific components, such as traineeships and work placements in the host country if such components form part of the program.

2.1.2 Students of one Party may be accepted by the other Party to undertake a selection of courses as non-graduating students, under the Study Abroad Program.

2.2 Joint Workshops and Training Programs

The Parties will discuss, and subject to a common interest, organize joint workshops and training programs. The host Party will, whenever possible, invite members of staff of the other Party to take part in the initiatives.

2.3 Joint Research and Development Projects

The Parties will discuss, and subject to a common interest, initiate joint research and development projects. Both Parties will act as copartners or coresearchers in project proposals, unless agreed otherwise. The Party initiating or applying for a research or development project in a field of likely interest to the other Party will, wherever possible, invite members of staff of the Party to participate.

2.4 Staff Mobility

Either Party may invite and host an academic member of staff of the other Party for a visit.

2.5 Exchange of Publications and Other Relevant Material

The Parties will exchange news about publications and other relevant material of the respective members of staff and, whenever possible, provide the other Party with access to those.

2.6 Other Areas of Collaboration

Other areas of collaboration are welcomed, the provision of which should be mutually agreed in writing.

3 EXCHANGE PROCEDURE

3.1 The procedure to be followed in establishing any exchange arrangement or any form of collaboration under the present MoU should be as follows:

3.1.1 Proposals for any form of collaborative work which falls under the scope and fields of academic link and collaboration provided in this MoU will be submitted through liaison officers designated by both Parties.

3.1.2 The names of the liaison officers designated by both Parties will be made known to each other in writing from time to time.

3.1.3 The liaison officers will jointly decide on any proposals for any form of collaborative work, provided that the final approval for any exchange arrangement or any form of collaboration under this MoU will be decided and confirmed in writing under the signatures of the Rector of NEU and the Rector of UNIDA Gontor.

3.1.4 The liaison officer will prepare and supervise the program to be implemented and present a joint annual report about the activities of this MoU to both Parties.

3.1.5 The scope, terms, and conditions of any approved exchange scheme, program, or any form of collaborative work will be provided in an Addendum to this MoU as and when the need arises.

3.1.6 The exchange of students or academics, as well as information about projects of mutual interest and publications, and other relevant material, should be reciprocal.



4 FINANCIAL ARRANGEMENTS

4.1 This MoU will not give rise to any financial obligation by one Party to the other.

4.2 Except as otherwise set out in this MoU, each Party will bear its own cost and expenses in relation to this MoU.

4.3 The financial arrangements in establishing any exchange scheme or program or any form of collaborative work under this MoU will be based on the following principles:

4.3.1 Charges for all activities will, where appropriate, be based on cost recovery as far as possible.

4.3.2 Where it is not possible to follow the principle mentioned in Paragraph 4.3.1 above in specific cases, commitment to funding for any activity will be decided upon by discussion and in writing on a case-by-case basis.

4.3.3 Expenses to be incurred or arising from any exchange scheme, or program, or any form of collaborative work under this MoU such as advisory visits and staff attachments, will be negotiated and decided upon mutually in writing and by the signatures of the Rector of NEU and the Rector of UNIDA Gontor.

5 EFFECT OF MoU

This MoU serves only as a record of 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 deem to constitute or create any legally binding or enforceable obligations, express or implied.

6 AMMENDMENTS

6.1 Either Party may request in writing an amendment or modification of all or any part of this MoU.

6.2 Any amendment or modification which has been decided on by both Parties will be recorded in writing and will form part of this MoU.

6.3 Such amendment or modification will come into effect on such date as may be determined by the Parties.

6.4 Any amendment or modifications will not prejudice the rights and obligations arising based on this MoU prior to the date of such revision, modification, or amendment.

7 SUSPENSION

Each Party reserves the right for reasons of national security, national interest, and public order to publish notice to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension will take effect immediately after notification has been given to the other Party through diplomatic channels.

8 ENTRY INTO EFFECT, DURATION, AND TERMINATION

8.1 This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years.

8.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

8.3 Each Party may terminate this MoU by giving the other Party at least three (3) months written notice of that intention.

8.4 Notwithstanding Paragraph 8.3 above, the provisions of this MoU or any other written agreements in respect of any ongoing exchange scheme, program, or any form of collaborative work under this MoU will continue to apply until their completion unless both Parties mutually decide in writing to the earlier termination of the scheme, program, or collaborative work.



9 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

9.1 The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Party, and with other international agreement signed by both Parties.

9.2 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 the other Party.

9.3 Notwithstanding anything in Paragraph 9.1 above, the intellectual property rights in respect of any technological development and any products and services development carried out:

9.3.1 Jointly by the Parties or research results obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the provisions to be mutually decided upon.

9.3.2 Solely and separately by the Parties or the research results obtained through the sole and separate effort of the Parties, will be solely owned by the Party concerned.

10 CONFIDENTIALITY

10.1 Each Party will observe the confidentiality and secrecy of documents, information, and other data received from or supplied to the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.

10.2 For purposes of Paragraph 10.1 above, such document, information, and data include any documents, information and data which are disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of this MoU, 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 circumstances of confidence.

10.3 Both Parties agree that the provisions of this Paragraph 10 will continue to have effect between the Parties notwithstanding the termination of this MoU.

11 NO AGENCY

Nothing contained herein is to constitute a joint venture partnership or formal business organization of any kind between the Parties or to constitute either Party as the agent of the other.

12 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 will be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third parties or international tribunal.

13 NOTICES

Any communication under this MoU 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 UNIDA Gontor or NEU, 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 will, 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 UNIDA Gontor: DARUSSALAM GONTOR UNIVERSITY Jl. Raya Siman, Ponorogo, East Java, 63471, Indonesia. Tel: +62 813 3698 8757 Email: rektorat@unida.gontor.ac.id

To NEU: NECMETTIN ERBAKAN UNIVERSITY Yaka Mahallesi, Yeni Meram Caddesi, Kasim Halife Sokak No: 11 Meram, Konya, Turkey. Tel: +90 332 221 05 00 Email: bilgi@erbakan.edu.tr

The foregoing record represents the understanding reached between UNIDA Gontor and NEU upon the matters referred to therein. SIGNED IN DUPLICATE in the English language by the authorized signatories on behalf of the Parties.

For and on behalf of
DARUSSALAM GONTOR UNIVERSITY, INDONESIA

For and on behalf of
NECMETTIN ERBAKAN UNIVERSITY, TURKEY



Prof. Dr. Harid Fahmy Zarkasyi
Rector, UNIDA Gontor
DATE: 27/10/2021

Prof. Dr. Cem Zorlu
Rector, NEU

DATE 06.10.2021

