



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF DARUSSALAM GONTOR, INDONESIA

AND

MINDANAO STATE UNIVERSITY, PHILIPPINES

NOVEMBER 14, 2018

UNIVERSITY OF DARUSSALAM GONTOR is 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, Ponorogo, East Java, 64371, Indonesia (hereinafter referred to as "**UNIDA Gontor**") of the first part and shall include its lawful representatives and permitted assigns;

AND MINDANAO STATE UNIVERSITY is a state University established on September 1, 1961 under RA 1387, now a multi-campus Supra-regional University, having its business address at Marawi City , Lanao del Sur , Philippines, (hereinafter referred to as "**MSU**") of the second part and shall include its lawful representatives and permitted assigns; (hereinafter referred to as singularly as "**the Party**" and collectively as "**the Parties**").

WHEREAS

- A. UNIDA GONTOR University 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. MSU is an established University system with original mission anchored on instruction, research, and extension with a special mandate of integrating the Muslims and the other cultural minorities into the mainstream of national life, among others; presently striving to strengthen its academic and research excellence through various collaboration with other parties and institution;

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.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1

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 the field of research, education, training program and co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF COOPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

- (a) To jointly conduct research, workshops/ seminars/ conferences in Islamic Economics, Management and other related programmes;
- (b) To jointly publish research monograph and journal publication as well as training materials/ course modules in the conduct of programmes for Islamic

constitute or economics, Islamic Finance and Management; and
and will not exchange of Publication;

(c) Promote academic staff and student mobility
express or im programmes (faculty/staff and student exchange
programme);

(d) To jointly explore scholarships and research funding for
graduate students for Islamic Economics, Islamic
Finance and management programmes and research
projects;

Nothing (e) Promote programmes that integrates knowledge and
partnership practical trainings and short courses to enhance
Parties or an academic curriculum.

Any joint project initiative from the above areas of understanding
will be specified in separate terms of engagement and agreement
mutually agreed by both parties.

ARTICLE 3

FINANCIAL ARRANGEMENTS

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

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the parties' intentions and does not create, and it 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 5

NO AGENCY

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

ARTICLE 6

ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in the effect for a period of 5 years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

3. Each Party may terminate this Memorandum of Understanding by giving the other party 60 days written a notice of that intention.

ARTICLE 7

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations

of the Parties and with other international agreement signed by both Parties.

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 either party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - i. Jointly by the parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - ii. Solely and separately by the Party or the research results obtained through the sole and separate effort of the party, shall be solely owned by the party concerned.

ARTICLE 8

CONFIDENTIALITY

1. Each Party shall undertake to 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 Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any documents, information and data which is disclosed by a Party (the Disclosing party) to the other party (the Receiving party) prior to, or after, the execution of the

Memorandum of Understanding, 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 designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 9

SUSPENSION

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

ARTICLE 10

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 Memorandum of Understanding 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 11

NOTICES

Any communication under this Memorandum of Understanding will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address of MSU or UNIDA GONTOR, as the case may be, shown below or to such other address or electronic mail address as either Party herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address which is acknowledged:

To (UNIDA GONTOR):

University of Darussalam Gontor
Ponorogo, East Java, 63471,
Indonesia

Tel: +62352 3574562

Email: rektorat@unida.gontor.ac.id

To (MSU):

Mindanao State University
Marawi City, Lanao del Sur,
Philippines

Tel: (02) 524822

C/O 09176781967

E-mail: msumain.op@gmail.com


C/O: jalauya@yahoo.com.ph

The foregoing record represents the understanding reached between MSU and UNIDA GONTOR upon the matters referred to therein.

IN WITNESS WHEREOF, the Parties have hereunto caused this Memorandum of Understanding (MoU) to be duly executed as at the date first above mentioned.

FOR UNIDA GONTOR

FOR MSU



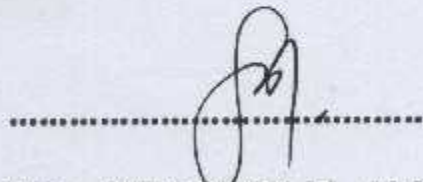
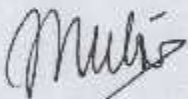
**Dr. H. ABDUL HAFIDZ BIN
ZAID, M.A.
Rector, University of
Darussalam Gontor**

**Dr. HABIB W. MACAAYONG
President
MSU System**

Date: _____

Date: _____

In the Presence of:



**Atty. SAADDUDIN M. ALAUYA, JR, CPA
Vice Chancellor for Administration
And Finance**

DATE _____

DATE _____