

MEMORANDUM OF UNDERSTANDING



كلية السلطان اسماعيل بن عبد العزيز الإسلامية العالمية
KOLEJ ISLAM ANTARABANGSA
SULTAN ISMAIL PETRA (KIAS)



BETWEEN

SULTAN ISMAIL PETRA INTERNATIONAL ISLAMIC
COLLEGE (KIAS) NILAM PURI, KOTA BHARU,
KELANTAN, MALAYSIA

AND

UNIVERSITY OF DARUSSALAM (UNIDA) GONTOR
PONOROGO, EAST JAVA, INDONESIA

DATE: 1st MARCH 2019

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) is made on this **1st March 2019**.

BETWEEN

SULTAN ISMAIL PETRA INTERNATIONAL ISLAMIC COLLEGE is an institution of higher learning (hereinafter referred to as "**KIAS**") established under the Universities and University Colleges Acts 1971 by KIAS SDN BHD, a private limited company incorporated in Malaysia under the Companies Act 1965 and having its registered office at Nilam Puri, Kata Bharu, Kelantan, MALAYSIA and shall include its lawful representatives and permitted assigns;

AND

UNIVERSITY OF DARUSSALAM GONTOR, INDONESIA (hereinafter referred to as "**UNIDA Gontor**") of the second part whose an institution of higher learning for the benefits of the Ummah, and shall include its lawful representatives and permitted assigns;

Hereinafter referred to singularly as "the Party" and collectively as the "Parties".

WHEREAS

- A. KIAS is an established higher learning institution which strives to enhance and strengthen its teaching and research capabilities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance teaching and research collaboration.
- B. UNIDA Gontor is an established higher learning institution which strives to enhance and strengthen its teaching research and training institute.
- C. The Vision of KIAS includes making the intellectual and educational resources of the university are available to the community and the region at-large and fostering human capital development, the startup of entrepreneurial joint ventures, and the expanding of the depth, breadth and quality education.
- D. 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 and conditions as contain 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 endeavor to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit in the areas of common interests.

ARTICLE 2

GENERAL AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor on and would act to promote a wide range of collaborative activities including but not restricted to the followings:
 - to promote individual contacts among scholars, students and personnel of both institutions;
 - to promote links in teaching, research and publication activities;
 - to develop and to encourage joint research, publication, seminars, conferences and workshops;
 - to support the exchange of academic and research staff;
 - to develop, then opportunities avail, joint academic and research programs;
 - to encourage any other activities that both institutions agree to be of mutual benefits;
 - to promote any other areas of co-operation for strategic alliance to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1, the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the 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.
3. Upon embarking on any jointly and mutually agreed project and/or program, both Parties shall sign a **Memorandum of Agreement (MoA)** which stated, among others, the duration or time frame of the agreement and the financial obligation of individual and/or both Parties.

ARTICLE 4

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING serves only as a record of the 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 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 construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 6

ENTRY INTO EFFECT AND DURATION

1. This MEMORANDUM OF UNDERSTANDING will come into effect on the date of signing and will remain in effect for a period of five (5) years i.e from 1st March 2019 to 28th February 2024
2. This MEMORANDUM OF UNDERSTANDING may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE 7

NOTICES

Any communication under this MEMORANDUM OF UNDERSTANDING will be in writing in the English language and delivered by registered mail to the address or send to the electronic mail address or facsimile number of **KIAS** or **UNIDA Gontor** 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 shall, 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 : **SULTAN ISMAIL PETRA INTERNATIONAL ISLAMIC COLLEGE**
Attn. to : Prof. Dr. Ab. Aziz Mohd Zin
Chief Executive Officer

Address : Nilam Puri
15730 KOTA BHARU
KELANTAN, **MALAYSIA**

Tel. no. : + 609 7129386, 7129387
Fax. no. : + 609 7129444
E-mail : admin@kias.edu.my

To : **UNIVERSITY OF DARUSSALAM GONTOR**
Attn. to : Prof. Dr. Amal Fathullah Zarkasyi, M.A.
Rector

Address : JL. RAYA SIMAN KM. 06 SIMAN, PONOROGO,
EAST JAVA, 63471, **INDONESIA**

Tel. no. : +62-352 - 483762
Facs. no. : +62-352 - 488182
E-mail : rektorat@unida.gontor.ac.id

The foregoing record represents the understandings reached between the **KIAS** and the **UNIDA Gontor** upon the matters referred to therein.

ARTICLES 8

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall enforced in conformity with the respective national laws, rules and regulations of the Parties and with international agreements 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 9

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other Party during the period of the implementation of this MEMORANDUM OF UNDERSTANDING or any other agreements made pursuant to this MEMORANDUM OF UNDERSTANDING.
2. For the purpose of paragraph 1 above, such documents, information and data include any document, 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 this 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 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 the circumstances of confidentiality.

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 10

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or 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 the other Party through diplomatic channels.

ARTICLE 11

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 12

FAILURE TO HONOUR THE MEMORANDUM OF UNDERSTANDING {MOU}

In the event either Party fails to honor this MoU, the complainant shall issue a show cause letter to another Party and the failure of another Party to remedy the situation within reasonable time period, the complainant shall issue the termination letter to another Party.

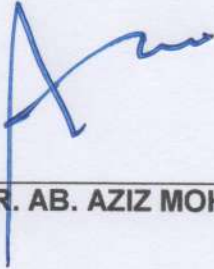
ARTICLE 13

EARLY TERMINATION

Notwithstanding with clause above, each Party shall give two (2) months notices to other Party for early termination of this MoU based on a valid and reasonable reason.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding in duplicate at UNIVERSITY OF DARUSSALAM GONTOR Jl. Raya Siman Km. 06 Siman, Ponorogo, East Java, 63471, Indonesia on 1st March in the year 2019.

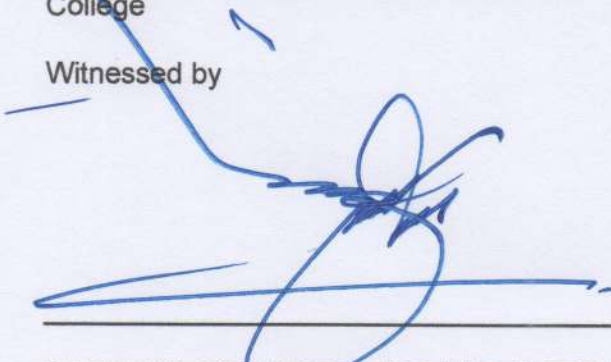
For and on behalf of
**SULTAN ISMAIL PETRA INTERNATIONAL
ISLAMIC COLLEGE**



PROFESOR DR. AB. AZIZ MOHD ZIN

Chief Executive Officer,
Sultan Ismail Petra International Islamic
College

Witnessed by



**DATO' DR. MOHAMED FADZLI B. DATO'
HJ. HASSAN**

Exco Human Development, Education And
Higher Education Committee
Chairman of Majlis KIAS

Friday, March 1, 2019

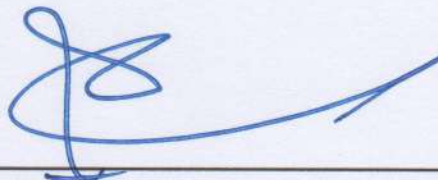
For and on behalf of
**UNIVERSITY OF DARUSSALAM
GONTOR**



**PROFESOR DR. AMAL FATHULLAH
ZARKASYI, M.A.**

Rector,
University of Darussalam Gontor

Witnessed by



DR. ABDUL HAFIDZ ZAID, M.A.

Vice Rector III,
University of Darussalam Gontor

Friday, March 1, 2019