

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA

AND

UNIVERSITAS DARUSSALAM GONTOR

**ON ACADEMIC, RESEARCH & DEVELOPMENT
COLLABORATION**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into day of 20..... (hereinafter referred to as "MoU")

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA a public university established under the Universities and University Colleges Act 1971 and having its correspondence address at 86400 Parit Raja, Batu Pahat, Johor, Malaysia (hereinafter referred to as "**UTHM**") and will include its lawful representatives and permitted assigns of the one part;

AND

UNIVERSITAS DARUSSALAM GONTOR , a *waqf* university established by decision of the Ministry of Education and Culture of Indonesia and having its address at Jalan Raya Siman KM 06, Demangan, Siman, Ponorogo, East Java 63471, Republic of Indonesia; (hereinafter referred to as "**UNIDA Gontor**") and will include its lawful representatives and permitted assigns of the other part;

(**UTHM** and **UNIDA Gontor** shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties").

WHEREAS:-

- A. **UTHM** is an established university which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **UTHM** has entered into various collaborative arrangements with other parties to enhance its academic and research activities
- B. **UNIDA Gontor** is an established *waqf* university in Indonesia which strives to uphold the teaching of Islamic studies, education, science and technology, economics and management, humanities and health science.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as set forth herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to establish, promote and develop on a basis of direct cooperation and collaboration in the field of research, education and in training programs of mutual interest.

ARTICLE II

AREAS OF COOPERATION

1. Each Party will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:-
 - (a) the exchange of academic staff;
 - (b) the exchange of students;
 - (c) joint academic publications and research;
 - (d) collaboration in organizing seminars, conferences, symposium lectures and intellectual discourse;
 - (e) organizing entrepreneurship programs, and
 - (f) any other cooperation 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 above, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute" as contained in Annexure A of this MoU.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This MoU shall not give rise to any financial obligation by one Party to the other.
2. Each Party shall bear its own cost and expenses in the implementation of this MoU.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU 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 V

NO AGENCY

Nothing contained herein is to be constituted 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 VI

ENTRY INTO EFFECT AND DURATION

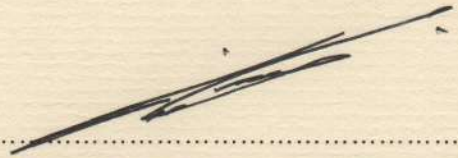
1. This Memorandum of Understanding will come into effect on the date of signing and will remain in force for a period of **five (5)** years or until terminated by either Party with three (3) months written notice.
2. The termination of the MoU shall not affect the implementation of ongoing activities / programmes

The foregoing record represents the understandings reached between **UNIVERSITI TUN HUSSEIN ONN MALAYSIA** and **UNIVERSITAS DARUSSALAM GONTOR** upon the matters referred to therein.

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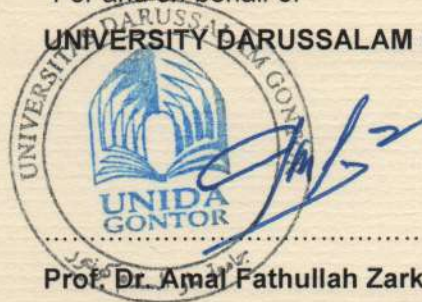
SIGNED at, in two (2) original texts, each in English language, all texts being equally authentic, by the authorized signatories on behalf of the Parties.

For and on behalf of
UNIVERSITI TUN HUSSEIN ONN MALAYSIA



Prof. Datuk Ts. Dr. Wahid bin Razzaly
Designation: Vice-Chancellor

For and on behalf of
UNIVERSITY DARUSSALAM GONTOR



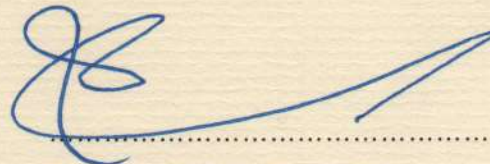
Prof. Dr. Amal Fathullah Zarkasyi, M.A.
Designation: Rector

In the presence of:



Abdul Halim bin Abdul Rahman
Designation: Registrar

In the presence of:



Dr. Abdul Hafidz Zaid, M.A.
Designation: the 3rd Vice-Rector

ANNEXURE A

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 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.

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 Agreement or any other agreements made pursuant to this Memorandum of Agreement.
2. For purposes 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 Agreement, 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 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 Agreement.

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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

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 Agreement 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.