



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MUHAMMADIYAH ISLAMIC COLLEGE  
SINGAPORE**

**AND**

**INSTITUT STUDI ISLAM DARUSSALAM,  
INDONESIA**

**THIS MEMORANDUM OF UNDERSTANDING** is made on the 8<sup>th</sup> day of May 2011

**BETWEEN**

**MUHAMMADIYAH ISLAMIC COLLEGE**, an institution of higher learning in Singapore (hereinafter referred to as "KIM") and will include its lawful representatives and permitted assigns on the one part;

**AND**

**INSTITUT STUDI ISLAM DARUSSALAM**, a is higher education institution under the foundation of Darussalam Modern Education Institution hereinafter referred to as "ISID") and will include its lawful representatives and permitted assigns on the other part;

(KIM and ISID shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties"),

**WHEREAS:-**

- A. **KIM** is an established higher education in Singapore which strives to enhance and strengthen its tertiary-level education training in a wide spectrum of academic disciplines via various collaborative arrangements with other parties.
- B. **ISID** is an established higher education in Indonesia fully boarding house system that focuses on the development of Muslims generation in various field of studies especially on Islamic studies.

- 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 set forth herein.

**THE PARTIES 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 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) **Exchange of Students**

1. Subject to specified admission requirements, students of one Party may be accepted by the other Party for admission to undertake postgraduate studies and work attachment programme in the host country if

such programme of studies includes that particular component.

2. Undergraduate students of one Party may be accepted by the other Party for admission to undertake some courses as non-graduating students ("Study Abroad Programme") and may also be accepted to undergo work attachment programme in the host country if such programme of studies includes that particular component.

b) **Joint workshops and training programmes**

The Parties will jointly initiate the workshop and training programmes of mutual interest.

c) **Joint research and development projects**

The Parties will jointly initiate the research and development projects of mutual interest.

d) (i) **Joint education programs**

Parties will endeavour to provide joint education programs of mutual interest on such terms and conditions to be decided upon mutually in writing between the two Parties.

(ii) **Joint degree certification programs**

Both parties agreed that to have joint degree certification programs, with some practical arrangements agreed by both parties.

e) **Exchange of Staff**

1. Academic Members

Either Party may invite an academic member of the other Party for a short term sabbatical leave or

postgraduate doctoral training who may be allowed to be engaged in teaching or research on such terms and conditions to be decided upon mutually in writing between the two Parties

2. **Non-academic Members**

The Parties may decide to the exchange of Library, Administrative or other non-academic staff for training or work attachment on such terms and conditions to be decided upon mutually in writing between the two Parties.

f) **Exchange of Publication**

The two Parties will use their reasonable endeavours to assist each other in the exchange of publication including the reasonable supply of relevant materials and use of equipment required for research.

g) **Cooperation in Other Areas**

The link and cooperation may, subject to mutual agreement in writing, be extended to other areas not mentioned above 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".

### **ARTICLE III**

#### **FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding 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 Memorandum of Understanding.

### **ARTICLE IV**

#### **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 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.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

## **ARTICLE VII**

### **NOTICES**

Any communication under this Memorandum of Understanding 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 **KIM** or **ISID**, 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: MUHAMMADIYAH ISLAMIC COLLEGE**

Director  
Muhammadiyah Islamic College,  
17 & 17A Lorong 13, Geylang  
Singapore, 388660  
Tel: 67446610  
Fax : 674446069  
Email: kim@muhammadiyah.org.sg

**To: ISTITUT STUDI ISLAM DARUSSALAM INDONESIA**

Rector,  
Institut Studi Islam Darussalam,  
Kampus Utama,  
Gontor Demangan Siman,  
Ponorogo Jawa Timur 63471,  
Indonesia  
Tel: +6235 2488 182  
Fax : +6235 2483 762  
Email : rektorat.isid@gmail.com

SIGNED IN DUPLICATE at Institut Studi Islam Darussalam, Indonesia on this 8<sup>th</sup> day of Mei in this year of 2011, in four (4) 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


(MUHAMMADIYAH ISLAMIC COLLEGE)

  
.....  


DAING MOHD FUAD B. A. KADIR TAWAJOK

DIRECTOR

In the presence of

  
.....

SHAIK HUSSAIN SHAIK YACOB  
PRESIDENT MUHAMMADIYAH ASSOCIATION

For and on behalf of

(INSTITUT STUDI ISLAM DARUSSALAM)

  
.....  


DR. AMAL FATHULLAH ZARKASYI  
Deputy Rector (Foreign Affairs)  
Istitut Studi Islam Darussalam

In the presence of

  
.....

DR. HAMID FAHMY ZARKASYI  
Deputy Rector (Student Affairs)  
Institut Studi Islam Darussalam