



COLLABORATION AGREEMENT

BETWEEN

UNIVERSITAS DARUSSALAM GONTOR (UNIDA)

AND

INTERNATIONAL INSTITUTE OF ISLAMIC THOUGHT (IIIT)

COLLABORATION AGREEMENT

This Agreement is made this.....day
of.....,201.....

Between

UNIVERSITY OF DARUSSALAM GONTOR is an institution of higher learning (hereinafter referred to as "UNIDA") and having its registered address at Jl. Raya Siman Km. 6, Siman, Ponorogo, East Java, 63471 Indonesia and shall include its lawful representatives and permitted assigns;

AND

INTERNATIONAL INSTITUTE OF ISLAMIC THOUGHT and having its address at P.O Box 669, Herndon, VA 20172 United States of America (hereinafter referred to as "IIIT"), (hereinafter collectively referred to as "the Parties")

WHEREAS

- A. UNIDA is an established higher learning institution which strives to be a qualified university that integrates science and technology and humanities into Islamic sciences and maintains the modern development;
- B. IIIT is an established research and training Institute.
- C. Both parties have signed a Memorandum of Understanding on 12th June, 2015, to encourage and promote co-operation in the following areas:
 - i. Academic Research;
 - ii. Academic Conferences;
 - iii. Book Publication; and
 - iv. Any other areas of co-operation to be mutually agreed upon by the Parties.

- D. Based on the above MOU, the Parties agreed to collaborate with each other to develop course outlines, textbooks and training for lecturers for courses in economics, finance and management (hereinafter referred to as "the Project")

NOW THEREFORE, THE PARTIES HEREBY AGREE ON THE TERMS AND CONDITIONS OF THEIR COLLABORATION AS FOLLOWS:

1.0 INTERPRETATION

1.1 Interpretation

In this Agreement, unless the context otherwise requires:

- a) Words importing the singular shall include the plural and vice versa, wherever the context so admits.
- b) Words and expressions importing the masculine gender shall include the feminine and neuter genders and vice versa.
- c) The headings and sub-headings to the Clauses are the convenience of reference only and shall not affect the interpretation and construction thereof.
- d) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variation and cognate expressions of the word or expression so defined.

1.2 Language

All documentation under or pursuant to this Agreement shall be in English.

2.0 PERIOD OF PERFORMANCE

This Agreement shall come into force on the.....201.....and shall continue for a period of TWO (2) years unless terminated in accordance with the terms of this Agreement.

3.0 OBLIGATIONS OF PARTIES

3.1 OBLIGATIONS OF UNIDA

- a) To select appropriate number of academicians to work on the Project based on their expertise in the relevant disciplines.
- b) To provide assistance and coordination with all relevant stakeholders within the University.
- c) To preserve the integrity and good names of all parties through professionalism, transparency and mutual respect and understanding.
- d) To organize workshops, seminars, discussions and other activities related to the Project.
- e) To provide supervisory and administrative assistance for the management of the Project.

3.2 OBLIGATIONS OF IIIT

- a) To contribute RM70,000.00 (Ringgit Malaysia Seventy Thousand) to the Project.
- b) To provide expertise in textbook writing processes in terms of resource persons, editors, graphic designers and other relevant expertise.
- c) To provide coordination with relevant stakeholders within IIIT circles worldwide.
- d) To preserve the integrity and good names of all parties through professionalism, transparency and mutual respect and understanding.

3.3 The Parties will develop six (6) textbooks on the following topics:

- a) Fiqh Untuk Ekonomi dan Keuangan;
- b) Pengantar Ekonomi Islam;
- c) Ushul Fiqh Untuk Ekonomi dan Keuangan;
- d) Pengantar Perakaunan Islam;
- e) Islamic Management; and
- f) Islamic Entrepreneurship.

3.4 Notwithstanding Clause 3.3, the title may vary provided that the contents should not deviate from the above.

4.0 FINANCIAL

4.1 The financial matter shall be monitored, managed and processed by the Parties.

4.2 If the Project requires additional funding, both parties shall equally share the cost of the Project.

4.3 Detail(s) of disbursement of expenses are per Schedule 1.

5.0 IMPLEMENTATION PLAN

Kindly refer to Schedule 2 herein.

6.0 CONFIDENTIALITY

Neither of the Parties shall, without the prior written consent of the other Party, disclose(s) any "Confidential Information" relating to the Project to any third party, and such consent shall not to be unreasonably withheld.

7.0 RENEWAL OF CONTRACT

Upon expiry of this contract neither of the Parties shall notify the other Party of his intention to renew the contract and the notification shall be done by giving notice 60 days before the expiry date.

8.0 TERMINATION

8.1 The Parties have the right to terminate this Agreement by giving sixty (60) days written notice before the proposed termination is to become effective.

8.2 Where this Agreement is terminated in accordance with the provisions of Clause 8.1, the Parties shall use their best endeavors to stop the work carried out in relation to the Project systematically and where applicable; to complete such outstanding work during the relevant action periods.

9.0 PUBLICATION AND HONORARIUM

- 9.1 This Agreement is only applicable to the development of the Project.
- 9.2 The Parties will sign a separate agreement/contract pertaining to publication and honorarium to authors.

10.0 AUTHORS AND AUTHORSHIP

- 10.1 Authors of these books shall be among the academicians appointed by the Parties.
- 10.2 Copyrights shall not be attributed to individual authors. In the event that the authors had resigned/terminated from UNIDA or moved to other university/company; the Copyrights shall remain under the Parties and shall neither be transferable neither to the authors nor to other university/company
- 10.3 In the event the author died, the work shall be continued by other authors assigned by the Parties Clause 3.1(b). The deceased author's family shall be entitled for proportionate payment(s) provided that the deceased had partially completed the textbooks as agreed by the Parties.

11.0 ASSIGNMENT

This Agreement shall not be assigned to any third party by either Party without the prior written consent of the other Party. Any and all assignments not made in accordance with this Agreement shall be void.

12.0 FORCE MAJEURE

- 12.1 Neither Party shall be liable for any failure to perform its obligations under this Agreement if the failure results from events beyond the reasonable control of either Party. For the purpose of this Agreement, such events shall include but not necessarily be limited to, strikes, lock-outs, civil disturbances, wars, embargoes, acts of God, or other catastrophes.
- 12.2 The respective obligations of either Party hereunder shall be suspended during the time and to the extent that such party is prevented from

complying therewith by a Force Majeure event provided that such Party shall have given immediate written notice thereof, specifying the nature and details of such event and the probable extent of the delay to the other Party.

- 12.3 In case of a Force Majeure event the time for performance required by either Party under this Agreement shall be extended for any period during which the performance is prevented by the event but shall not exceed sixty (60) days, the other Party may terminate this Agreement by notice in writing.

13.0 GOVERNING LAWS AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.
- 13.2 All disputes arising from the implementation of this agreement the Parties will settle amicably and with the friendly spirit.

14.0 STAMP DUTY AND LEGAL FEES

Stamp duty for this agreement shall be borne by both Parties.

15.0 NOTICE

- 16.1 Any notice to be given by any Party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post to the addresses at their respective addresses as stated below;

- a) To : UNIVERSITAS DARUSSALAM GONTOR
Attn. to : Prof. Dr. Amal F. Zarkasyi
Rector
Address : Jl. Raya Siman Km. 6, Siman,
Ponorogo, East Java, 63471

Phone : +62 352 483762
Fax : +62 352 488182
Email : rektorat@unida.gontor.ac.idb)

b) To : INTERNATIONAL INSTITUTE OF ISLAMIC
THOUGHT EAST AND SOUTHEAST ASIA
Attn. to : Dato' Wira Dr. Jamil Osman
Director and Regional Representative
Address : 2-93, Jalan Prima SG3, Prima Sri Gombak
68100 Batu Caves, Selangor, Malaysia
Tel: : +603 61783242
Fax : +603 61783242
Email : iiit.eastasia@gmail.com

16.2 Any notice sent by facsimile shall be deemed served on the day when it is dispatched. Any notice by mail is deemed served forty-eight (48) hours after dispatch thereof. In proving the service of any notice it shall be sufficient to prove in the case of a letter that such letter was properly stamped addressed and place in the post or delivered personally and in the case of a facsimile transmission was duly dispatched to the facsimile number of the addressee given above or subsequently notified for the purposes of this Agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement the day and year written above.

FOR UNIDA



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PROFESOR DR. AMAL F. ZARKASYI
Rector
UNIDA

DATE: 29th January, 2016


FOR IIIT



.....
PROF. DR. OMAR H. KASULE
Secretary General
IIIT

DATE: 29th January, 2016

In the presence of:



.....
DR. DIHYATUN MASQON AHMAD
Deputy Rector
UNIDA

DATE: 29th January, 2016

In the presence of:



.....
DATO' WIRA DR JAMIL OSMAN
Regional Representative
IIIT – East and Southeast Asia

DATE: 29th January, 2016