

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI SAINS MALAYSIA**

**AND**

**UNIVERSITAS DARUSSALAM GONTOR**



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is made this Thursday 27<sup>th</sup> of February, 2020 (hereinafter referred to as "**MoU**");

### **BETWEEN**

**UNIVERSITI SAINS MALAYSIA**, a public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this MoU is represented by its School of Educational Studies, with its main address at Level 6, Chancellory Building, 11800 USM, Pulau Pinang, Malaysia (hereinafter referred to as "**USM**"), of the first part;

### **AND**

**UNIVERSITAS DARUSSALAM GONTOR**, a fully accredited private Islamic University, established by decision of the Minister of Education and Culture of Indonesia number 179/E/O/2014 dated 4 July 2014, whose address is at Jl. Raya Siman Km. 6, Ponorogo, East Java, 64371, Indonesia (hereinafter referred to as "**UNIDA GONTOR**") of the second part.

(USM and UNIDA GONTOR shall hereinafter be referred to collectively as "**Parties**" and individually as "**Party**", where the context so requires)

### **WHEREAS:-**

- A. USM is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, USM has entered into various collaborative arrangements with other parties in its efforts to enhance its research content and strengthen its industrial networking.
- B. UNIDA GONTOR 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.
- C. The Parties are desirous of entering into this MoU to declare their mutual intentions to establish collaboration and explore opportunities to develop, support and enrich the research, educational and training programs in the fields that will be beneficial to both Parties.
- D. Based on the principles of equity and reciprocity, this MoU sets out the general framework for the establishment of an academic link and cooperation between the Parties and to facilitate the detailed discussions on the scope of the academic link and cooperation.

**NOW IT IS HEREBY UNDERSTOOD** as follows:

#### **1. Scope and Fields of Linkages and Cooperation**

- 1.1 Subject to their respective laws, constitution, regulations and/or policies from time to time in force, the Parties will endeavour to take necessary steps to promote, develop



and establish the research, education and training programs co-operation in the following fields:-

- (i) exchange of students and/or staff;
- (ii) joint academic programs;
- (iii) joint research and development programs;
- (iv) joint workshops and training programs;
- (v) exchange of publication;
- (vi) planning and integrating research plans and other educational activities;
- (vii) identification of suitable grants for joint research programs; and
- (viii) any other academic linkages and cooperation that will be mutually identified and agreed by the Parties from time to time.

1.2 This MoU shall form the basis of consensus for the Parties to examine the feasibility of the cooperation stated in clause 1.1 (hereinafter referred to as "Programs") until such time when a specific written agreement(s) (hereinafter referred to as "Specific Agreement") is entered into by the Parties in respect of the Programs, upon terms and conditions to be mutually agreed upon.

## **2. Financial Arrangements**

The Parties agree that this MoU shall not impose any financial commitments on either Party and that all financial arrangements for any of the Programs will be negotiated and mutually agreed in writing between the Parties, depending on the availability of funds.

## **3. Confidentiality**

3.1 Neither Party shall at any time publish or, disclose to any third party the contents of this MoU or any Confidential Information of the other Party acquired pursuant to this MoU without the written consent of the other Party.

3.2 For the purpose of this MoU, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this MoU; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

3.3 The obligations of the Parties under this clause 3 shall survive and remain binding on the Parties for a period of five (5) years from the expiry or the earlier termination of this MoU (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 5.3 herein.



#### **4. Non-Binding Nature of the MoU**

Save and except for clause 3 and clause 12 herein, this MoU shall not create any enforceable right or any binding obligations on either Party under domestic or international laws and the Parties shall not be legally bound until and unless a Specific Agreement for each or any of the Programs has been negotiated, approved, executed and delivered by the Parties.

#### **5. Validity, Termination and Renewal of the MoU**

5.1 This MoU is valid and shall remain in effect for a period of five (5) years from the date of this MoU regardless of the diverse dates the Parties may have signed this MoU.

5.2 Either Party may terminate this MoU by giving one (1) month's written notice to the other Party.

5.3 This MoU may be renewed upon the mutual agreement of both Parties.

#### **6. Notices**

Any notice or communication between the Parties shall be delivered to the addresses as hereinbefore appearing, or sent to the facsimile number or emailed to the Party concerned.

#### **7. Variation**

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties. The variation made under this clause 7 will take effect on such date as may be determined by the Parties.

#### **8. Dispute Resolution**

Any disputes, controversies, or differences arising out of or in connection with this MoU, including its implementation and interpretation, must be resolved by way of discussions and negotiations with a view to an amicable settlement and mutual benefit of both Parties, without reference to any third party or, local or international tribunal.

#### **9. Governing law**

This MoU shall be governed and interpreted in accordance with the laws of both countries.

#### **10. No Agency**

Nothing contained herein is to be constituted as 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.

#### **11. Assignment**

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.



## **12. Name, Official Emblem and Logo**

- 12.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.
- 12.2 Any use of the Brand Materials for the purposes stated in clause 12.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

## **13. Language of MoU**

If this MoU is translated into another language, both texts would be deemed to be authentic but the English text would prevail in the event of a dispute.

## **14. Counterparts**

This MoU may be executed in any number of counterparts and each such counterpart shall constitute an original of this MoU. This MoU shall not be effective until each Party has executed at least one counterpart.

## **15. Non-Discrimination**

USM and UNIDA GONTOR agree not to discriminate against any person because of age, sex, national origin, race, ancestry, colour, religious creed, disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of staff and students that would violate the principles of non-discrimination.

## **16. E-Communication**

The Parties acknowledge and agree that electronic communication is an acceptable method of correspondence and communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

## **17. Mutual Cooperation and Relationship**

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MoU in accordance with the spirit of close cooperation and mutual assistance.

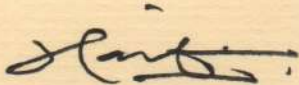
*[ next page is the signing page ]*



IN WITNESS WHEREOF USM and UNIDA GONTOR have hereunto executed this Memorandum of Understanding on the date and year first above written:

SIGNED BY  
For and on behalf of

UNIVERSITI SAINS MALAYSIA



.....  
PROFESSOR DR. FAISAL RAFIQ MAHAMD ADIKAN  
Vice-Chancellor

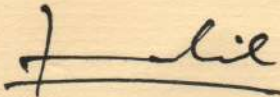
SIGNED BY  
For and on behalf of

UNIVERSITAS DARUSSALAM GONTOR



.....  
PROFESSOR DR. AMAL FATHULLAH ZARKASYI, M.A  
Rector

In the presence of:



.....  
ASSOC. PROF. DR. SHAIK ABDUL MALIK  
MOHAMED ISMAIL  
Dean  
School of Educational Studies

In the presence of:



.....  
DR. HAMID FAHMY ZARKASYI, M.A, M.PHIL.  
Vice-Rector