



KOLEJ UNIVERSITI ISLAM ANTARABANGSA SELANGOR

الكلية الإسلامية العالمية
INTERNATIONAL ISLAMIC UNIVERSITY COLLEGE SELANGOR



MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ISLAMIC UNIVERSITY COLLEGE
SELANGOR
("KUIS")**

AND

**UNIVERSITAS DARUSSALAM GONTOR
INDONESIA**

DECEMBER 9TH, 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "**Memorandum of Understanding**") is made on this December 9th, 2022.

BETWEEN

INTERNATIONAL ISLAMIC UNIVERSITY COLLEGE SELANGOR (hereinafter referred to as "KUIS"), a private institution of higher learning established and registered under the Private Higher Educational Institution Act 1996 (Act 555) and having its registered office at Bandar Seri Putra Bangi, 43000 Kajang Selangor, Malaysia and shall include its lawful representatives and permitted assigns of the one part;

AND

UNIVERSITAS DARUSSALAM GONTOR (hereinafter referred to as "UNIDA 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, represented herein by its Rector, Prof. Dr. Hamid Fahmy Zarkasyi, M.A.Ed., M.Phil.;

(KUIS and UNIDA Gontor, hereinafter referred to singularly as "**the Party**" and collectively as "**the Parties**").

WHEREAS

- A. KUIS is an established higher learning institution which strives to enhance and strengthen its teaching and research capabilities and has taken various initiative to complement its educational excellent and has entered into various collaborative arrangements with other parties to enhance teaching and research collaboration.
- B. UNIDA is an established organization offering educational programs and activities in religious, cultural, social and economic development.
- C. The Vision of KUIS 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.

KUIS AND UNIDA HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

ARTICLE 1
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and to the laws, rules, regulations, and national policies in force in each Party's country, will endeavor to strengthen, promote, and develop cooperation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2
AREAS OF COOPERATION

2.1 Each Party will, subject to the laws, rules, regulations, and national policies in force, governing the subject matter in their respective countries, endeavor to take the necessary steps to encourage and promote cooperation in the following areas:

- i. Promote individual contact, link in teaching, research, and publication activities among scholars, students and personnel from both institution;
- ii. Exchange of faculty and / or students for undergraduate and postgraduate studies;
- iii. Exchange of academic and reseach staff;
- iv. Join academic and research program ang publications;
- v. Join seminars, workshop, academic meetings and training programmes;
- vi. Join education programmes;
- vii. Mobility program for students, academicians and administrative staff;
- viii. Cooperation in other areas as mutually agreed by parties.

2.2 For the purpose of implementing cooperation in respect to the areas stated, 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 right", and "settlement of dispute".

ARTICLE 3
FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding will NOT give rise to any financial obligation by one Party to the other.
- 3.2 The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party shall be responsible for its own costs and expenses in establishing and conducting programme and activities relating and/or resulting to any areas of co-operation stated under Article 2 above, including its own costs and expenses for travel and accommodation.
- 3.3 For the purpose of implementing the co-operation in respect of any area stated in Article 2 above, the Parties may enter into a legally binding agreement which will set out each Parties' role, rights and responsibilities in more detail and more particularly with regards to any financial arrangements.

ARTICLE 4
EFFECT OF MEMORANDUM OF UNDERSTANDING

- 4.1 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, expressed or implied.

ARTICLE 5
RELATIONSHIP OF THE PARTIES

- 5.1 Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or constitute either Party as the agent of the other.
- 5.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or to be in any way directly or indirectly responsible or

deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other party from time to time.

ARTICLE 6

COMMENCEMENT, DURATION AND TERMINATION

- 6.1 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 commencing from December 9th, 2022 and expiring on December 9th 2027** or until terminated by either Party with thirty (60) days prior written notice.
- 6.2 This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
- 6.3 However, if there is any termination, the provisions of this Memorandum of Understanding or any other written agreement in respect of any on-going programme or activities under the co-operation within this Memorandum of Understanding shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme of cooperative activity.

ARTICLE 7

NOTICES

- 7.1 Any communication under this Memorandum of Understanding will be written in English Language and delivered by registered mail to the address or sent to electronic mail address or facsimile number of KUIS or TALENTCORP, as the case may be, as shown below or to such other addresses or electronic mail addresses or facsimile numbers as either Party may have notified the sender, and shall, unless otherwise provided herein, be deemed to be served to the recipient at such address or electronic mail address or facsimile number:

To KUIS Rector
International Islamic University College Selangor
Bandar Seri Putra
43000 Kajang
Selangor Darul Ehsan
(u/p: Centre of Mobility and Industry Training KUIS)

Tel. No: 03-.8911 7000 ext 1431.

Faksimili : 03- 8926 8462

To Rector of Universitas Darussalam Gontor
Jl. Raya Siman Km.6, Ponorogo, East Java, 64371
INDONESIA

Tel. No : +62 352 483762

Email : rektorat@unida.gontor.ac.id

The foregoing record represents the understanding reached between the **KUIS** and **UNIDA, Gontor** upon matters referred to therein.

ARTICLE 8

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 8.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, and regulations of the Parties and with the international agreement signed by both Parties.
- 8.2 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.
- 8.3 Notwithstanding anything in paragraph 8.1 above, the intellectual property rights with respect to 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.
 - (ii) Solely and separately by one Party or the research results obtained through the sole and separate effort of one Party, shall be solely owned by the Party concerned.

ARTICLE 9
CONFIDENTIALITY

- 9.1 Each Party shall undertake to observe the confidentiality and secrecy of the documents, 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.
- 9.2 For the purpose of paragraph 9.1 above, such documents, information and data included 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, knowhow, 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 in the circumstances of confidence.
- 9.3 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, and national interest to suspend temporarily, either in whole or in part the implementation of this Memorandum of Understanding, which suspension shall take effect immediately after written notification has been given to the other Party.

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
GENERAL PROVISIONS

- 12.1 This Memorandum of Understanding is subject to the laws and regulations of the Parties' respective countries.
- 12.2 This Memorandum of Understanding may be modified, varied or amended at any time after due consultation and with written consent of both Parties.
- 12.3 The Parties acknowledge that all visits or exchange of staff, students or administrator shall be subjected to compliance with the entry and visa regulations of the Party's respective countries and the Party's requirement with respects to the staff and student visits.
- 12.4 Any cost in relation to preparation of this Memorandum of Understanding shall be borne by respective Parties except for the stamping of this Memorandum of Understanding which is to be borne by KUIS.

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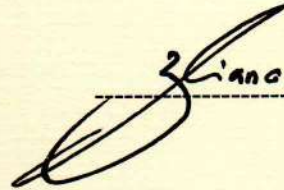
IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding in duplicate in English.

Signed by:
For and on behalf of

KOLEJ UNIVERSITI ISLAM ANTARABANGSA SELANGOR, MALAYSIA

ASSOC. PROF. DR. ZETTY NURZULIANA BINTI RASHED

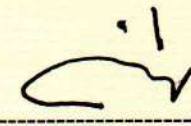
Deputy Rector,
Academic and Internationalization
International Islamic University
College Selangor, Malaysia



Witnessed by:

ASSOC. PROF. DR. MOKMIN BIN BASRI

Deputy Rector
Research, Community and Industrial Training
International Islamic University
College Selangor, Malaysia



Signed by:
For and on behalf of

UNIVERSITAS DARUSSALAM GONTOR, INDONESIA

PROF. DR. HAMID FAHMY ZARKASYI, M.A.ED., M.PHIL.

Rector
Universitas Darussalam Gontor, Indonesia



Witnessed by:

DR. SETIAWAN BIN LAHURI, MA,

Vice Rector for
Human Resources, and Development Planning,
Universitas Darussalam Gontor, Indonesia

