



**MEMORANDUM OF AGREEMENT
BETWEEN
UNIVERSITY OF DARUSSALAM GONTOR
WITH
MARMARA UNIVERSITY
Number: 075/UNIDA/BAK/X/1438**

**ABOUT
EDUCATION, RESEARCH, PUBLISHING / PUBLICATIONS ACTIVITIES AND SEMINAR /
WORKSHOP**

On this day *Wednesday* dated (*Twenty sixth*), month July, year 2017 (two thousand and seventeen), located at *Bilkent Hotel*, The undersigned below:

- I. **UNIVERSITY OF 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. Amal Fathullah Zarkasyi, M.A., hereinafter referred to as **THE FIRST PARTY**
- II. **MARMARA UNIVERSITY**, a public university and an international seat of higher, advance, intellectual learning whose address is Egitim Mahallesi, Marmara Üniversitesi Göztepe Kampüsü, 34722 Kadıköy/Istanbul, Turkey, Phone: +90 216 414 05 45 represented herein by its Rector, Prof. Dr. M. Emin Arat, hereinafter referred to as **THE SECOND PARTY**

Furthermore, **THE FIRST PARTY** and **THE SECOND PARTY** jointly referred to as **THE PARTIES**, and individually called **PARTY**. **THE PARTIES** first explained as follows:

- a. **THE FIRST PARTY** 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.
- b. **THE SECOND PARTY** is an established university in Turkey 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 and institutions.
- c. **THE PARTIES** feel the need to make implementation of the Memorandum of Agreement, hereinafter referred to with the acronym MoA or Letter of Agreement as the cornerstone of an official in carrying out any form of cooperation programs agreed.

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Based on the considerations referred to in paragraphs a and b above and based on the Memorandum of Understanding (MoU) which was signed between University of Darussalam Gontor and Marmara University, on 2017, **THE PARTIES** agreed to hold a Cooperation Agreement in accordance with the terms and conditions as follows:

**PART I
BASIC, PURPOSE OF COOPERATION**

Article 1

Basic

Essentially to meet the interests of **THE FIRST** and **SECOND PARTY** as well as efforts in implementing the agreement that has been agreed.

Article 2

Purpose

The point is that as a base and foothold in determining the forms of cooperation and implement them carefully.

Article 3

Aim

The aim is to clarify and simplify the forms of cooperation into practice according to mutual agreement **THE PARTIES**.

PART II

SCOPE

Article 4

Scope of Cooperation

The Scope of the object of cooperation activities in this Cooperation Agreement includes:

- a. Guidance and Education Development
- b. Guidance and Development of Research, Publishing/Publications Activities;
- c. Seminar / Workshop and more activities.

PART III

IMPLEMENTATION

Article 5

Guidance and Education Development Implementation

(1) In the implementation of Guidance and Education Development, **THE PARTIES** agree on some of the following:

- 1. Student exchange agreed upon by **THE PARTIES**;
- 2. General lecture agreed upon by **THE PARTIES**;
- 3. Lecturers exchange agreed upon by **THE PARTIES**;
- 4. Enrichment studies courses agreed upon by **THE PARTIES**.

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- (2) Each of the areas of cooperation agreed upon by **THE PARTIES** in paragraph (1) will be discussed further and is inseparable from this agreement.

Article 6

**Guidance and Development of Research, Publishing / Publications Activities
Implementation**

- (1) In the implementation of research Publishing / Publications activities, **THE PARTIES** agree on some of the following:
 - 1. Joint research agreed upon by **THE PARTIES**;
 - 2. Joint publication in journal and publishing/Publications activities agreed upon by **THE PARTIES**.
- (2) Each of the areas of cooperation agreed upon by **THE PARTIES** in paragraph (1) will be discussed further and is inseparable from this agreement.

Article 7

Implementation of Seminar / Workshop and more activities

THE PARTIES agreed to hold seminars and / or workshops with which will be discussed further.

PART V

FINANCING

Article 8

The financial burden arising from this Agreement will be paid for each **PARTY**.

PART VI

**DURATION, INTELLECTUAL PROPERTY RIGHTS, FORCE MAJEURE, SETTLEMENT OF
DISPUTES, CANCELLATION OF AGREEMENTS AND OTHER PROVISIONS**

Article 9

Duration

- (1) This Cooperation Agreement is valid for a period of 5 (five) Year, commencing from the date of signing and can be extended in accordance with the agreement **THE PARTIES**;
- (2) This Cooperation Agreement expire or be automatically canceled if the period referred to in paragraph (1) has been reached and no deal is an extension of time;
- (3) **THE PARTIES** are entitled to apply for postponement of part or the whole deal after in advance notifying the other party (**THE FIRST** or **SECOND PARTY**) 1 (one) month earlier and agreed upon by **THE PARTIES**.

Article 10

Intellectual Property Rights

- (1) Every IPRs brought by **THE PARTIES** in carrying out activities under this agreement remains the property of the respective **PARTY**. However, **THE PARTIES** shall ensure that IPRs default is not violating IPR of others. In connection with that, which

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- brings IPR **PARTY** default shall be liable for any claims from third parties relating to the implementation of IPR default in question;
- (2) The results of each study, either in the form of IPRs, the data and information generated from activities under this agreement are owned jointly by **THE PARTIES**. Each utilization of Intellectual Property Rights serve targeted, be it for commercial or non-commercial will be dealt with separately;
 - (3) Each publication of data and information resulting from the activities under this agreement must be implemented together or with other mechanisms which regulated separately which is an integral part of this agreement. Publication is done by one of the parties is required to include other parties as an expression of appreciation.
 - (4) If the activities under the agreement to use the natural resources and traditional knowledge associated with it, then the parties agree to share the benefits related to the community in recognition of their contributions in accordance with the provisions of Convention on Biological Diversity (CBD).
 - (5) If a party intends to disclose data and/or confidential information resulting from activities under this agreement to any third party or intends to cooperate with third parties, then such **PARTY** must first obtain the approval of the other **PARTY**.
 - (6) Termination of the implementation of activities under this agreement will not necessarily stop all the rights and/or obligations **THE PARTIES** set forth in this article.

**Article 11
Force Major**

- (1) Each **PARTY** exempt from responsibility for any delay or failure to meet the obligations set forth in this Agreement, which is due to or caused by events beyond their respective powers **PARTY** classed as Force Major;
- (2) The events that can be classified as Force Major are: natural disasters such as earthquake, typhoon, flood or continuous rain, disease, war, explosions, sabotage, revolution, insurrection, riot, the government action in the economic and monetary significantly affect the implementation of this Agreement;
- (3) In the event of Force Major, **THE PARTIES** were first aware notify the other **PARTY** no later than within 14 (fourteen) days after the occurrence of Force Major;
- (4) The state of Force Major as referred to paragraph (2) of this agreement does not eliminate or terminate this agreement. After the state of Force Major ended and conditions are still allows activities can be implemented, **THE PARTIES** will continue the implementation of this agreement in accordance with the provisions set forth in this Cooperation Agreement.

**Article 12
Settlement of Disputes**

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- (1) If there 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 **THE PARTIES** agreed to settle by consensus;
- (2) If settlement by consensus as referred to in paragraph (1) of this article can not be reached, both parties agreed to settle the procedures agreed upon by **THE PARTIES** later without reference to any third party or international tribunal.

Article 13

Cancellation of The Agreement

- (1) At the request of one of **THE PARTIES** as the applicant (**THE FIRST** or **SECOND PARTY**) and based on the consent of both **PARTIES**, this agreement can be canceled before the expiration of the agreement;
- (2) A request for cancellation of the agreement referred to in paragraph (1) of this article shall be submitted by the applicant to the other **PARTY** in writing with the reasons underlying later than 30 (thirty) days prior to the date of cancellation of the agreement.

Article 14

Other Provisions

- (1) The Cooperation Agreement is implemented institutionally based on good faith **THE PARTIES**;
- (2) This Cooperation Agreement in each year, or evaluations carried out a review and evaluation in accordance with the time of the agreement **THE PARTIES** and may be amended or extended by agreement **THE PARTIES**;
- (3) This agreement is made and use English Language as a reference;
- (4) All notices and other communications under this Agreement shall be made in writing delivered personally, a letter registered mail or courier service with a receipt that clearly address each **PARTY** as follows:

For
Marmara University
Prof. Dr. M. Emin Arat
Rector
Egitim Mahallesi, Marmara Üniversitesi
Göztepe Kampüsü, 34722 Kadıköy/Istanbul
TURKEY
ozelkalem@marmara.edu.tr
+90 216 414 05 45

For
University of Darussalam Gontor
Prof. Dr. Amal Fathullah Zarkasyi, M.A.
Rector
Jl. Raya Siman Km.6, Ponorogo, East Java,
64371
INDONESIA
rektorat@unida.gontor.ac.id
+62 352 483762

Signature

Signature



When there is a change to the address of one of the PARTY, PARTY has changed its address shall notify the other PARTY within 14 (fourteen) days.

PART VII
CLOSING
Article 18

- (1) All Things that have not been sufficiently regulated in the Cooperation Agreement, will be set forth in Addendum agreed by THE PARTIES and is an integral part of this MoA so far does not deviate from the basis and purpose of the treaty.
(2) Cooperation Agreement is binding on both sides since THE FIRST PARTY and THE SECOND PARTY signed;
(3) Cooperation Agreement was created by THE FIRST PARTY and THE SECOND PARTY with truth and made in duplicate 2 (two) stamped. Thus Implementation Cooperation Memorandum was signed in good health and without any coercion from any PARTY.

Thus Cooperation Agreement was signed in good health and without any coercion from any PARTY.

THE SECOND PARTY

THE FIRST PARTY

[Handwritten signature of Prof. Dr. M. Emin Arat]

[Handwritten signature of Prof. Dr. Amal Fathullah Zarkasyi, M.A.]

(Prof. Dr. M. Emin Arat)
Rector
Marmara University

(Prof. Dr. Amal Fathullah Zarkasyi, M.A.)
Rector
UNIDA Gontor

(Date:2017)

(Date:2017)

Witnesses,

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[Dotted line for witness signature]

(Date: 26th july 2017)

(Date: 26th july 2017)

Signature

Signature