



KOLEJ UNIVERSITI ISLAM ANTARABANGSA SELANGOR  
الكلية الجامعية الإسلامية العالمية لسelangor  
INTERNATIONAL ISLAMIC UNIVERSITY COLLEGE SELANGOR



## RESEARCH AGREEMENT

BETWEEN

KOLEJ UNIVERSITI ISLAM ANTARABANGSA SELANGOR  
(KUIS)

AND

INTERNATIONAL CENTRE FOR AWQAF STUDIES (ICAST)  
UNIVERSITAS DARUSSALAM GONTOR (UNIDA)

TITLE:

*"THE IMPLEMENTATION OF WAQF SUKUK IN MALAYSIA  
AND INDONESIA"*

DATE: 12<sup>th</sup> Jun 2023

## RESEARCH AGREEMENT

This Research Agreement is made on the **12<sup>th</sup> Jun 2023** (hereinafter referred to as "Agreement").

### BETWEEN

**KOLEJ UNIVERSITI ISLAM ANTARABANGSA SELANGOR**, a private higher learning institution established under the Malaysian Private Higher Learning Institutions Act 1996 and having its address at Bandar Seri Putra, 43000 Kajang, Selangor (hereinafter referred to as "KUIS") and shall include its lawful representatives and permitted assigns of the one part;

### AND

**INTERNATIONAL CENTRE FOR AWQAF STUDIES (ICAST) 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 "ICAST UNIDA").

KUIS and UNIDA shall hereinafter singularly referred to as "Party" and collectively be referred to as "the Parties".

### WHEREAS

- A. KUIS is a private higher learning institution duly established under the Private Higher Learning Institutions Act 1996 offering courses of study leading to the award of undergraduate and postgraduate degrees in the fields of information technology, business and finance, Islamic studies, management, language and communication.
- B. UNIDA is a higher learning institution established under Educational Foundation of Employee Welfare PT. Bank Jabar Banten offering programs in

Bachelor study programs majoring in Islamic Studies, Management, accounting and Finance, and Post Graduate Studies.

- C. The Parties agree to collaborate in the areas of research, publications and other related research activities prior to this Agreement.
- D. The Parties agree that their different areas of expertise may complement each other with respect to a proposed collaboration and possible future opportunities that may be addressed together.
- E. In this collaboration or Agreement, KUIS is represented by Faculty of Management & Muamalah (hereafter referred to as "FPM").
- F. KUIS and UNIDA now wish to collaborate, subject to the terms and conditions contained herein.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

## **1.0 INTERPRETATION AND DEFINITIONS**

### **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.

## 1.3 Definitions

In this Agreement the following definitions will apply:-

**“Intellectual Property”** means

- (i) Inventions; manner, method, or process of manufacture; method or principle of construction; or design; plan, drawing or design; or scientific, technical or engineering information or document;
- (ii) Improvement, modification, or development of any of the foregoing;
- (iii) Patent, application for a patent, right to apply for a patent or similar rights for or in respect of any Intellectual Property referred to in paragraph (a) or (b);
- (iv) Trade secret, know-how, confidential information or right of secrecy or confidentiality in respect of any information or document or other Intellectual Property referred to in paragraph (a) or (b);
- (v) Copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in paragraph (a) or (b);
- (vi) Registered and unregistered trademark, registered design, application for registration of a design, right to apply for registration of a design or similar rights for or in respect of any work referred to in paragraph (a) or (b);

- (vii) Any Intellectual Property in addition to the above which falls within the definition of Intellectual Property rights contained in Article 2 of the World Intellectual Property Organization Convention of July 1967; and
- (viii) Any other rights arising from intellectual activities in the scientific, literary or artistic fields,

whether vested before or after the date of this Agreement and whether existing in Malaysia or otherwise and for the duration of the rights.

**“Research”** means research entitled ***“The implementation of waqf sukuk in Malaysia and Indonesia”*** specific terms and conditions agreed between both researchers committees and/or authority representing them;

**“Related activities”** means any and all research and academic activities including activities in respect of, or in connection with:-

- (i) research;
- (ii) publication;
- (iii) organizing conference, workshops, discussion;
- (iv) academic writings;

**“Research committees”** means academician/researcher (s) of KUIS and/or UNIDA and/or any person (s) nominated by KUIS and/or UNIDA to pursue in any related activities;

**“Research grant”** means research grant (s) agreeable and payable by a KUIS and/or UNIDA to take part in any related activities and research projects.



## 2.0 PERIOD OF PERFORMANCE

- 2.1 This Agreement shall come into force on the **12<sup>th</sup> Jun 2023** (hereinafter referred to as "Commencement Date") for a period of **ONE (1) year** and shall due on **12<sup>th</sup> Jun 2024** (hereinafter referred to as "Expiry Date") unless terminated in accordance with the terms of this Agreement.
- 2.2 Notwithstanding the period of the Agreement as specify under clause 2.1 above, at the completion of this Agreement and upon mutual written agreement of the Parties, this Agreement may be extended or renewed to a certain period or may be varied or amended which shall be agreed upon by both Parties. Such an intention shall be done by giving notice 60 days before the Expiry Date.

## 3.0 SCOPE OF AGREEMENT

- 3.1 The purpose of this Agreement is to record the mutual understanding and current intent of the Parties with respect to exploring a closer working relationship in relation to the collaboration in research and related activities.
- 3.2 The Parties agree that the implementation of the Research shall at all times be led by the project leader and a group of research team as mentioned in **Schedule A** of this Agreement.
- 3.3 It is agreed that the service of the project leader and the group of research team shall not be terminated, replaced, or substituted without prior consultation and agreement in writing of the Parties.
- 3.4 The Parties shall carry out the Research with due diligence and in conformity with sound technical and ethical practices and shall act at all times so as to protect the interest of the Parties.

- 3.5 The Parties not to commit any act or default or be guilty of any conduct not consistent with the proposed collaboration or which may damage the good name or reputation of either party or any person or body employed by or acting on behalf of either party shall carry itself in a proper and professional manner having regard to the best interest of both parties.

#### 4.0 OBLIGATIONS OF PARTIES

- 4.1 In consideration of and subject to the terms of this Agreement and all applicable laws, the Parties shall carry out their respective responsibilities in accordance with the provisions of this Agreement and within the scope of responsibilities as set out below:

(a) Obligations of KUIS

- (i) To contribute the sum of **RM10,090.00 (Ringgit Malaysia Ten Thousand and Ninety)** to the Research.
- (ii) To provide researchers for the Research and to bear any cost thereto (if any).
- (iii) To select appropriate number of researchers to work on the research based on their expertise in the relevant disciplines.
- (iv) The research team will be comprised of 5 researchers. The team member are among KUIS to share their expertise.
- (iv) Both parties will conduct Research on title, ***"The implementation of waqf sukuk in Malaysia and Indonesia"***

(b) Obligations of UNIDA

- (i) To contribute the sum of **RM8,000.00 (Ringgit Malaysia Eight Thousand)** to the Research.



- (ii) To provide researchers for the Research and to bear any cost thereto (if any).
- (iii) To select appropriate number of researchers to work on the research based on their expertise in the relevant disciplines.
- (iv) The research team will be comprised of 3 researchers. The team member can include academician from other Institute of Higher Education to share the expertise.
- (v) Both parties will conduct Research on *title: "The implementation of waqf sukuk in Malaysia and Indonesia"*

## 5.0 INTELLECTUAL PROPERTY

- 5.1 Upon being informed by any of their researchers of any inventions first actually reduced to practice in the performance of this Agreement, the Parties shall promptly disclose to the other Party and shall hold such disclosure on a confidential basis and will not disclose the information to any third party without the written consent of the other Party.
- 5.2 All rights, titles and interests including any Intellectual Property rights which are made, created, developed, written, or conceived pursuant to this Agreement (hereinafter referred to as "the NEW IPR") shall be jointly owned by the Parties of which the proportion of ownership shall be based on the actual contribution of the respective Parties to the Research Project. The Parties agree that upon the successful completion of the Research Project as set out in sub-clause 3.1 above, the authorization of the NEW IPR shall be undertaken and that the Parties acknowledge and agree that separate contractual document(s) shall be entered into between the Parties in relation to the authorization.



- 5.3 All rights, titles and interests including any Intellectual Property rights originating from either Party and used to produce any product which forms the NEW IPR, shall continue to belong to that Party; and the other Party shall not have any claim on them.
- 5.4 **KUIS** shall retain the right to use the results of the Research for research and educational purposes subject to confidentiality and publication provisions of this Agreement.

## 6.0 **CONFIDENTIALITY**

- 6.1 A Party including its officers, agents and authorized representatives shall not at any time publish or disclose to any third party, the contents of this Agreement or any confidential information of any other Party, acquired pursuant to this Agreement or related to the Research Project without the prior written consent of such other Party.
- 6.2 The obligations under this clause will not apply to disclosures made due to the requirements of any law or regulation applicable to it or by an order of a court of competent jurisdiction or requirement of a governmental or regulatory authority having jurisdiction over it (including disclosures made to Bank Negara Malaysia) or where the disclosure relates to information that has come into the public domain (otherwise than through breach of this Clause) or already known to the receiving party before the commencement of this Agreement that was not disclosed by the disclosing party provided that the provisions of this clause shall survive the expiry or termination of this Agreement.
- 6.3 Each Party may also disclose such information as is strictly necessary to its directors, employees, professional advisers, agents, and clients provided that such recipients are subject to a confidentiality requirement in substantially similar terms to this Clause.

6.4 Notwithstanding anything herein, KUIS acknowledges that in the course of carrying out their obligations under this Agreement, it will have access to confidential information belonging to third parties including the customers of UNIDA and in this respect KUIS hereby undertakes that it shall comply with the provisions of the Personal Data Protection Act 2010 (hereinafter referred to as "PDPA") and any applicable guidelines of government authority in accordance with the applicable practices and procedures relating to such confidential information.

6.5 The provisions of this Clause 6 shall survive the expiry or termination of this Agreement.

## **7.0 RENEWAL OF CONTRACT**

Upon expiry of this Agreement in accordance with Clause 6, either of the Parties if has any intention to renew the Agreement, shall give written notification to the other Party of his intention for a certain period which shall be agreed upon by both Parties and the notification shall be done by giving notice 60 days before the Expiry Date.

## **8.0 FINANCIAL**

7.1 Financial use should be agreed upon both parties.

7.2 All matters concerning financial report will be regulated further based on agreement of both parties.

## **9.0 LIABILITY**

9.1 Neither Party shall be liable to the other Party for any loss or damage arising by reason of its failure to perform work on time or within estimated costs or at all, provided that the Party has used its reasonable endeavors in all respects.



- 9.2 Each Party agrees to indemnify and keep indemnified the other Party against any and all liabilities, losses, costs and expenses incurred by the other Party to the extent that the same are incurred as a result of the negligence, willful misconduct, negligent act or omission or willful failure to act on the part of the first mentioned Party.

## **10.0 TERMINATION**

- 10.1 The Parties have the right to terminate this Agreement by giving sixty (60) days written notice before the proposed termination is to become effective.
- 10.2 Where this Agreement is terminated in accordance with the provisions of Clause 11.1, the Parties shall use their best endeavors to stop the work carried out in relation to the Research systematically and where applicable; to complete such outstanding work and/or to settle any cost of outstanding cost related thereto during the relevant action periods.
- 10.3 Any termination of this Agreement shall be without prejudice to the rights of the Party terminating to seek and obtain damages for any breach of this Agreement by the other Party.
- 10.4 Termination shall not affect any right which either Party has accrued up to and on the termination date.

## **11.0 COPYRIGHT**

The Parties hereby agree to maintain all copyright restrictions on all materials, including but not limited to promotional materials, course materials, examinations papers and syllabus, provided by one Party to the other under this Agreement. No such materials shall be reprinted or reproduced in any manner without the prior written approval of the Party that provided such materials.

## **12.0 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.

## **13.0 FORCE MAJEURE**

13.1 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.

13.2 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.

13.3 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.

## **14.0 GOVERNING LAWS AND DISPUTE RESOLUTION**

14.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and Indonesia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia and Indonesia.



- 14.2 All disputes arising from the implementation of this Agreement the Parties will settle amicably and with the friendly spirit.
- 14.3 In the event that the Parties are unable to agree on any settlement or arrangement, either Party may take the dispute to a court of law.

#### **15.0 STAMP DUTY AND LEGAL FEES**

The Parties shall bear and pay its own legal fees and expenses in respect of the preparation and finalization of this Agreement. The stamp duty for this Agreement shall be borne equally by both Parties.

#### **16.0 NOTICE**

- 16.1 Any notice including legal notice, request, instruction, approval, consents, determination, correspondence or other document ("Notices") to be given hereunder by each Party to the other shall be written in English and delivered, posted or sent to the addresses and facsimile numbers as follows:-

To : **KOLEJ UNIVERSITI ISLAM ANTARABANGSA SELANGOR**  
 Address : Bandar Seri Putra, 43000 Kajang, Selangor  
 Attn. To. : Dean, Faculty of Management and Muamalah (FPM)  
 Tel. No. : +603 8911 7000  
 Fax No. : +603 8926 8462  
 E-mail : [norfaizah@kuis.edu.my](mailto:norfaizah@kuis.edu.my)

To : **UNIVERSITAS DARUSSALAM GONTOR**  
 Address : Jl. Raya Siman, Ponorogo, Jawa Timur, 63257 Indonesia  
 Attn. To : Mufti Afif, Lc., M.A.  
 Tel. No. : +62 853 3510 3343  
 E-mail : [muftiafif@unida.gontor.ac.id](mailto:muftiafif@unida.gontor.ac.id)

- 16.2 The Notices shall be faxed and/or hand delivered or sent by registered post.

16.3 The Notices will be deemed to be received if:

16.3.1 hand-delivered on the day of delivery upon acknowledgement of receipt by the recipient

16.3.2 posted by registered mail on the day of acknowledgement of receipt by the recipient of the registered mail or three (3) days after the post, whichever is earlier; or

16.3.3 Sent by facsimile or electronic mail (email), upon receipt of successful transmission notice.

16.4 Either Party may, by giving notice in writing of at least fourteen (14) working days to the other Party, change the particulars as stated above and thereafter the new particulars shall be the effective address and/or number for service or delivery of any notice, demand for information or documents required or authorised by this Agreement to be given in writing.

## **17.0 AMENDMENT OR MODIFICATION**

Any provision of this Agreement may be amended or modified by mutual consent between the Parties and such amendment/modification shall be in writing by way of Supplementary Agreement and signed by the duly authorized representative of the Parties.

## **18.0 SETTLEMENT OF DISPUTES**

18.1 Any difference or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations.



18.2 If Parties are unable to reach a mutual decision through mutual consultation and/or negotiations, either Party may commence legal action in an appropriate court of law in Malaysia. Any decision or outcome from such legal action shall be final and binding on Parties.

18.3 Notwithstanding, Parties shall continue to perform their respective obligations under this Agreement even where there is any dispute or conflict unless both parties agree that the performance of the Agreement, or parts of it, cannot be continued due to such dispute or conflict.

**19.0 TIME**

Time whenever mentioned shall be of the essence of this Agreement.

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**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement on the day and year first above written.

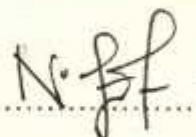
Signed for and on behalf of

**KOLEJ UNIVERSITI ISLAM  
ANTARABANGSA SELANGOR (KUIS)**



**PROF MADYA DATO' DR. MOHD  
FARID RAVI BIN ABDULLAH**  
Rector, KUIS

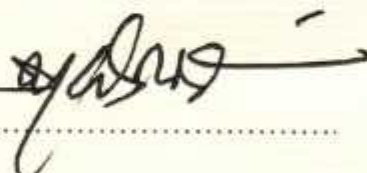
In the presence of:



**DR. NORFAIZAH OTHMAN**  
Dean  
Faculty of Management and  
Muamalah, KUIS

Signed for and on behalf of

**UNIVERSITAS DARUSSALAM GONTOR  
(UNIDA)**



**SYAHIDUDDIN, M.SC.FIN**  
Director  
UNIDA

In the presence of:



**Mufti Afif, Lc., M.A.**  
UNIDA