

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITI MALAYSIA PAHANG
AL-SULTAN ABDULLAH**

AND

**UNIVERSITAS DARUSSALAM (UNIDA)
GONTOR, INDONESIA**

This Memorandum of Understanding is made on this _____ of _____ 2023.

BETWEEN

UNIVERSITI MALAYSIA PAHANG AL-SULTAN ABDULLAH previously known as Universiti Malaysia Pahang (hereinafter referred to as "**UMPSA**"), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at Canseleri Tun Razak, 26600 Pekan, Pahang Darul Makmur, Malaysia and shall include its lawful representatives and permitted assigns, of one part;

AND

UNIVERSITAS DARUSSALAM GONTOR, INDONESIA (hereinafter referred to as "**UNIDA Gontor**") is 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, and shall include its lawful representatives and permitted assigns; of the other part.

Hereinafter referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS

- A.** **UMPSA** is an established and competency-based technical university that specializes in the fields of engineering and technology which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **UMPSA** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- 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 Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop particularly in academic and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from to time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:-
 - (a) A research collaboration through:
 - (i) Joint Research
 - (ii) Joint Collaboration
 - (iii) Joint Publication
 - (b) An academic collaboration through:
 - (i) Participation in seminars and academic meeting
 - (ii) Exchange of academic materials and relevant information
 - (iii) Student Exchange for:
 - Industrial Attachment
 - Credit Transfer
 - Cultural Exchange
 - (iv) Staff Exchange
 - Academic
 - Administration
 - Sabbatical
 - Industrial Advisory; and
 - (c) Special short-term academic program for undergraduates studies,
 - (d) Dual degree for undergraduates and post graduate degree; and
 - (e) Any other areas of co-operation to be mutually agreed upon by the Parties.

ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

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, express or implied except for Article VII (Protection of Intellectual Property Rights), VIII (Confidentiality), IX (Suspension) and X (Settlement of Dispute) which are legally binding.

ARTICLE V
NO AGENCY

Nothing contained herein is to be construed so as to constitute 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.

ARTICLE VI
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years and may be extended for a further period to be mutually agreed upon between the Parties.
2. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing to the other Party, at least three (3) months prior to its intention to do so.
3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any activities and/or projects which have been agreed upon by the Parties prior to the date of termination of this Memorandum of Understanding until the completion of such activities and/or projects, unless the Parties agree otherwise.

ARTICLE VII
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights (any invention, copyright, trade secret, or any other form of intellectual property) shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
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.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of 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; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE VIII
CONFIDENTIALITY

1. The Parties undertake to observe confidentiality towards other parties not concerned or connected with this Memorandum of Understanding. Any Confidential Information disclosed to either Party pursuant to this Memorandum of Understanding shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
2. The confidentiality provisions shall apply to all Confidential Information exchanged between the Parties including any Confidential Information exchanged in a preliminary discussion and during negotiations relating to the matters within the scope of this Memorandum of Understanding. Both Parties agree to adopt the industry's highest standards regarding the disclosure and protection of their Confidential Information.
3. For the purpose of this clause, 'Confidential Information' includes all technical know-how, financial information and other commercially valuable information in whatever form including, but not limited to, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, tables, flow charts, process charts, biological, chemical and/or botanical materials, samples, germ plasm materials, devices, models, know-how, copyright in and to

documents/software and other materials of whatever description which the Disclosing Party claims is confidential to itself or over which it has full control and includes all other such information that may be in the possession of the Disclosing Party's employees or management.

4. 'Disclosing Party' means the Party who is disclosing its Confidential Information to the other Party.
5. 'Receiving Party' means the Party who is receiving Confidential Information from the other Party.
6. The obligations of this confidentiality shall not apply under the following circumstances:-
 - (a) the Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the records of the Receiving Party;
 - (b) the Confidential Information is now or hereafter becomes available to the public in the form of a printed publication through no breach of this MOU;
 - (c) the Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; and
 - (d) the Confidential Information is required by law to be disclosed.
7. Each Party agrees and undertakes that it shall ensure that all the employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and comply with the obligations as to the confidentiality herein contained.
8. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination and/or expiry of this Memorandum of Understanding.
9. The Parties shall ensure that all their employees, servants, advisors or agents to whom the confidential information is disclosed to comply with the confidentiality obligations herein.

ARTICLE IX
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE X
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 XI
REVISION, MODIFICATION AND AMENDMENT

1. Any revision, modification or amendment to this Memorandum of Understanding agreed to by the Parties shall be reduced into writing and signed by the Parties and shall form part of this Memorandum of Understanding.
2. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
3. Any revision, modification and amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE XII
NOTICES

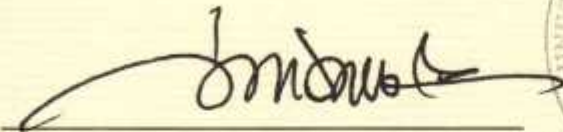
Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of sent to the electronic mail address or facsimile number as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

**To: Pusat Hubungan Antarabangsa
Universiti Malaysia Pahang Al-Sultan Abdullah
Lebuh Persiaran Tun Khalil Yaakob
26300 Kuantan, Pahang Malaysia
Tel. No.: +609 431 5032
Email Address: cir@umpsa.edu.my**

**To: Universitas Darussalam Gontor
Jl. Raya Siman, Kec. Siman, Ponorogo,
Jawa Timur, Indonesia,
63471
Tel. No.: +62 821-7031-0957
Email Address: Internationaloffice@unida.gontor.ac.id**

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:

SIGNED by
for and on behalf of
**UNIVERSITI MALAYSIA PAHANG
AL-SULTAN ABDULLAH**



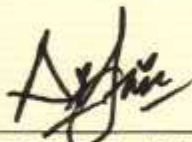
PROFESSOR DATO' TS. DR. YUSERRIE
BIN ZAINUDDIN
Vice-Chancellor

SIGNED by
for and on behalf of
UNIVERSITAS DARUSSALAM GONTOR



PROF. DR. HAMID FAHMY ZARKASYI,
M.A.Ed., M.Phil.
Rector

in the presence of



ASSOC. PROF. DR. AIZI NOR MAZILA
BINTI RAMLI
Dean
Faculty of Industrial Sciences and
Technology

in the presence of



DR. KHOIRUL UMAM, M.EC.
Vice Rector III