



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI SULTAN ZAINAL ABIDIN**

**AND**

**UNIVERSITAS DARUSSALAM GONTOR**

**THIS MEMORANDUM OF UNDERSTANDING** is made this **20th August, 2023**;

**BETWEEN**

**UNIVERSITI SULTAN ZAINAL ABIDIN** (hereinafter referred to as "**UniSZA**"), a public university established under the Universities and University Colleges Act 1971 [Act 30] whose address is at Kampus Gong Badak, 21300 Kuala Nerus, Terengganu Darul Iman, Malaysia and shall include its lawful representatives and permitted assigns;

**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 170/E/O/2014 dated July 4<sup>th</sup> 2014 whose address is at Jl. Raya Siman Km. 6, Ponorogo, East Java, 64371, Indonesia and shall include its lawful representatives and permitted assigns;

UniSZA and UNIDA Gontor hereinafter referred to individually as "**the Party**" and collectively as "**the Parties**".

**WHEREAS**

- A. UniSZA is an established public university which strives to enhance and strengthen its commitment to producing global leaders of tomorrow, and has taken various initiatives to complement its educational excellences. UniSZA has entered into various collaborative arrangements with other parties to enhance quality education and research.
- B. UNIDA Gontor is an established university based on waqf which adopts total boarding system and strives to integrate sciences, 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 on the terms as contained herein.

**HEREBY 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 in force from time to time in each Party's country, will endeavour to strengthen, promote and develop 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 time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
  - (a) Exchange of academic staff and students for undergraduate and postgraduate programmes;
  - (b) Joint research activities and publications, seminars, conferences, workshops;
  - (c) Cooperation in the areas of language, linguistics and communication (Arabic language/Malay language/English language); and
  - (d) Any other areas of co-operation which may be mutually agreed upon by the Parties.
  
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties may separately 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 rights" and "settlement of dispute".

**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 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.

**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 will come into effect on the date of signing and will remain in effect for a period of **FIVE (5)** years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

## **ARTICLE VII**

### **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 UniSZA or UNIDA Gontor , 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:

#### **UNIVERSITI SULTAN ZAINAL ABIDIN:**

Faculty of Languages and Communication,  
Universiti Sultan Zainal Abidin,  
Kampus Gong Badak,  
21300 Kuala Nerus,  
Terengganu, MALAYSIA.

Attn. To : Dean  
Email : kamariah@unisza.edu.my  
Tel : 09-668 8797  
Fax : 09-668 7844

#### **UNIVERSITAS DARUSSALAM GONTOR:**

Jl. Raya Siman Km. 6, Ponorogo  
East Java, 64371 INDONESIA.

Attn. to : Rector  
Email : rektorat@unida.gontor.ac.id  
Tel : +62 352 483762

The foregoing record represents the understandings reached between UNIVERSITI SULTAN ZAINAL ABIDIN and UNIVERSITAS DARUSSALAM GONTOR upon the matters referred to therein.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised by their respective organisations, hereunto have executed this Memorandum of Understanding on the year and date first above written and have signed this Memorandum of Understanding in duplicates in TWO (2) original texts, each in the English language, all texts being equally authentic.

SIGNED BY

for and on behalf of

**UNIVERSITI SULTAN ZAINAL ABIDIN**



.....  
**DATO' PROF. DR. FADZLI BIN ADAM**

Vice Chancellor

Universiti Sultan Zainal Abidin

SIGNED BY

for and on behalf of

**UNIVERSITAS DARUSSALAM GONTOR**



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

**M.Phil.**

Rector

Universitas Darussalam Gontor

In the presence of:



.....  
**PROF. DR. ZUHAIERAH ARIFF BINTI ABD  
GHADAS**

Deputy Vice Chancellor

(Academic and International)

Universiti Sultan Zainal Abidin

In the presence of:



.....  
**DR. KHOIRUL UMAM, M.EC.**

Vice Rector III

Universitas Darussalam Gontor