



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI SAINS ISLAM MALAYSIA**

**AND**

**UNIVERSITAS DARUSSALAM GONTOR**

**THIS MEMORANDUM OF UNDERSTANDING** is made on the *16* day of *November* 2023

**BETWEEN**

**UNIVERSITI SAINS ISLAM MALAYSIA**, an institution of higher learning established under the Universities and University Colleges Act 1971 and incorporated under the Universiti Sains Islam Malaysia (Incorporation Order) 2007 and having its correspondence address at Bandar Baru Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus, Malaysia (hereinafter referred to as "USIM") and will include its lawful representatives and permitted assigns on the one part;

**AND**

**UNIVERSITAS DARUSSALAM GONTOR** (hereinafter referred to as "UNIDA Gontor"), a fully accredited private Islamic university established by the decision of the Minister of Education and Culture of Indonesia Number 179/E/O/2014 dated July 4<sup>th</sup>, 2014 whose address is at Jalan Raya Siman Km. 6, Ponorogo, East Java, 63471, Indonesia and will include its lawful representatives and permitted assigns on the other part;

**USIM** and **UNIDA Gontor** shall hereinafter be referred to singularly as "Party" and collectively as "Parties".

**WHEREAS**

- A. **USIM** is an established university which strives to enhance and strengthen its core activities of developing new technologies, strengthening existing knowledge and integrating Islamic core values and has taken various initiatives to complement its educational excellence by entering into various collaborative arrangements with other parties to enhance its position as a multidisciplinary Islamic university with its core strengths in education, research, services and producer of the Islamic ummah human capital.
- 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 modern development.
- C. The Parties desirous of entering 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.

**THE PARTIES HAVE REACH 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 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 students and/or staff
  - (b) joint academic programs.
  - (c) joint research and development programs.
  - (d) exchange of publication; and
  - (e) any other areas of co-operation to 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 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 rights" and "settlement of disputes" as contained in Annexure 1 of this Memorandum of Understanding.

**ARTICLE III  
FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation from 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 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 of a period of three (3) 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 personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of **USIM** or **UNIDA Gortor** 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: **USIM**

Name	: <b>PROFESSOR DATO' TS. DR. SHARIFUDIN MD. SHAARANI</b>
Position	: Vice - Chancellor
Address	: Universiti Islam Malaysia Bandar Baru Nilai 71800, Nilai Negeri Sembilan Darul Khusus

Malaysia

Email : [nc@unifi.edu.my](mailto:nc@unifi.edu.my)  
Telephone no. : +606-738 8013  
Fax no. : +606 704 1143

To: **UNIDA Gontor**

Name : **PROF. DR.K.H. HAMID FAHMY ZARKASY M.A.Ed., M.Phil**  
Position : **Rector**  
Address : **UNIVERSITAS DARUSSALAM GONTOR**  
Jalan Raya Siman Km. 6, Ponorogo, East Java,  
63471, Indonesia.  
Email : [rektorat@unida.gontor.ac.id](mailto:rektorat@unida.gontor.ac.id)  
Telephone no. : +62 352 483762


(next page is the signing page)


The foregoing record represents the understandings reached between **UNIVERSITI SAINS ISLAM MALAYSIA** and **UNIVERSITAS DARUSSALAM GONTOR** upon the matters referred to therein.

Signed in duplicate at *Thursday* on this *16* day of *November* in the year 2023 in .....(.....) original texts, .....(.....) each in the English language, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

For and on behalf of  
**UNIVERSITI SAINS ISLAM MALAYSIA** )

In the presence of:


  
.....  
**PROFESSOR DATO' TS. DR. SHARIFUDIN  
MD. SHAA'ANI**  
Vice-Chancellor  
Universiti Sains Islam Malaysia

  
.....  
**DR. FAUDIAH HASSAN**  
Director, USIM Alamiyyah  
Universiti Sains Islam Malaysia

For and on behalf of  
**UNIVERSITAS DARUSSALAM GONTOR** )

In the presence of:

  
.....  
**PROF. DR. K.H. RAMIO FAHMY ZARKASY**  
M.A.Ed., M.Phil  
Rector  
Universitas Darussalam Gontor

  
.....  
**Dr. Khoirul Umam, M.Ed**  
Vice Rector III  
Universitas Darussalam Gontor

**ARTICLE ...**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

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 other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties in 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 ...**  
**CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.
2. For purpose of paragraph 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 Agreement, involving technical, business, marketing policy, know-how, planning, project management and other documents, information, data and/or solutions in any form 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 of orally given, is given in the circumstances of confidence.
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 Agreement.

**ARTICLE ...**  
**SUSPENSION**

Each Party reserves the right for the 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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

**ARTICLE ...**  
**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation of any of the provisions of this Memorandum of Agreement 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.