

**IMPLEMENTATION ARRANGEMENT  
BETWEEN  
UNIVERSITAS DARUSSALAM GONTOR  
AND  
UNIVERSITI TEKNOLOGI MARA**



**ABOUT  
COLLABORATIVE RESEARCH PROGRAM**

Number: 71/UNIDA/FST-e/XII/2023

Number:

This implementation of the agreement document was compiled made on December 11<sup>th</sup> 2023, we the undersign

**BETWEEN**

**UNIVERSITAS DARUSSALAM GONTOR** (UNIDA Gontor), with its main address at Jl. Raya Siman, Demangan, Siman, Ponorogo, Jawa Timur, Indonesia and for the purposes of this agreement to be represented by the Faculty of Science and Technology (here in after referred to as the “**FIRST PARTY**”)

**AND**

**UNIVERSITI TEKNOLOGI MARA**, with its main address at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor and for the purposes of this agreement to be represented by Universiti Teknologi MARA Perak Branch (here in after referred to as the “**SECOND PARTY**”)

**THE PARTIES** agree to to implement cooperation activities with the provisions of the articles as follows:

**ARTICLE 1  
GENERAL REQUIREMENT**

**THE PARTIES** agree to cooperate in a joint research program that is mutually beneficial without prejudice to their respective rights, with the obligations and rights that have been mutually agreed upon.

**ARTICLE 2  
SCOPE OF COOPERATION**

The cooperation referred to in article (1) is in the form of:

**THE FIRST PARTY** together with the **SECOND PARTY** carry out joint research in “**Utilization of Nanotechnology in Liquid Organic Fertilizer to Improve Corn Growth and Soil Fertility**” (hereinafter referred to as the “**Research Collaboration**”) that is following the vision and mission of both parties.

### **ARTICLE 3 FINANCING**

1. The need for financing and funds for the implementation of this Research Collaboration is agreed upon by the **PARTIES** based on the results of deliberation for consensus or other applicable provisions, each **PARTY** has to fund the cost of research: Rp 30.000,000.-
2. The contribution of the fund is to be made in full by the **PARTIES** within thirty (30) days from the Commencement Date.
3. The allocated fund shall be utilized by the **PARTIES** strictly for the purpose of the Research Collaboration.
4. Each **PARTY** shall bear its own cost in the implementation of the Research Collaboration which exceeds the amount stated in Article 3 (1).
5. Each **PARTY** shall bear any tax or stamp duty payable in its own country in respect of and/or in connection with this agreement, wherein each **PARTY** shall retain one original copy of this agreement, being duly stamped as according to the laws of their country.

### **ARTICLE 4 PERIOD**

1. This agreement shall commence from the date first written above regardless of the date of signing by the **PARTIES** (hereinafter referred to as “**Commencement Date**”).
2. This cooperation agreement is valid for 2 years, and henceforth will be evaluated and renewed by other applicable provisions and the agreement of the **PARTIES**.

### **ARTICLE 5 IMPLEMENTATION OF PROGRAM**

1. The implementation of the Research Collaboration intended by the **PARTIES** shall be carried out by mutual agreement that is mutually binding and beneficial.
2. **PARTIES** shall ensure full compliance with the Project Milestone as set out in Parties to prepare the Project Milestone before the signing of this Agreement in order for the Project Milestone to become part of this Agreement.
3. **PARTIES** shall provide sufficient physical and organizational infrastructure for the research to be carried out by the **PARTIES**.
4. **PARTIES** shall provide researchers with effective administrative support, clear financial information, and assistance with university policies.
5. **PARTIES** shall communicate with researchers regarding changes in the status of projects.
6. **PARTIES** shall ensure the submission and exchange of regular reports regarding the use of research funds.

7. **PARTIES** shall ensure that research is conducted according to acceptable standards and in compliance with the laws, rules, regulations and policies applicable to the **PARTIES**.

The persons in charge of the Research Collaboration from both parties are as follows:

**a) FIRST PARTY:**

Chief : Dr. Parwi, SP., MP  
Member : Niken Trisnaningrum, SP, MSi  
Member : Umi Isnatin, SP., MP

**b) SECOND PARTY:**

Partners : Dr. Nurul Izza Taib  
Member : Dr. Saiyidah Nafisah Hashim  
Member : Dr. Nurul Ilham Adam  
Member : Rosmawati Abdul Aziz

## **ARTICLE 6 RESEARCH OUTCOME**

1. The expected outcome of the Research Collaboration is as follows:
  - a. Article published in International Journal indexed in Scopus
  - b. Article published in International Conference Proceeding
2. The research output from the implementation of this program may change according to the agreement of **THE PARTIES** in writing.

## **ARTICLE 7 OWNERSHIP OF RESEARCH OUTCOME AND 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. Nothing in this Agreement shall be construed as granting, either expressly or by implication, to the other **PARTY** any rights to, or interest in, any inventions or works of a **PARTY** or its related entities made prior to the entry into force of, or outside the scope of this Agreement, including any patents (or similar forms of protection in any country) corresponding to such inventions or any copyrights corresponding to such works.
3. The research outcome shall be shared property and shall be used for the benefit of the **PARTIES**. The research outcome may be used by other parties with the permission and agreement of the **PARTIES**.
4. The data obtained or collected in the implementation of the Research Collaboration shall be jointly owned by the **PARTIES**. Subject to the prior written permission of the other **PARTY**, the **PARTIES** may use the data for Research, Community Service, and Publication purposes provided the research source and team members from both **PARTIES** listed in Article 5 (5) are duly credited.

5. 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**.
6. Nothing in this Agreement shall be construed as granting, either expressly or by implication, to the other **PARTY** any rights to, or interest in, any inventions or works of a **PARTY** or its related entities made prior to the entry into force of, or outside the scope of this Agreement, including any patents (or similar forms of protection in any country) corresponding to such inventions or any copyrights corresponding to such works.
7. The research outcome shall be shared property and shall be used for the benefit of the **PARTIES**. The research outcome may be used by other parties with the permission and agreement of the **PARTIES**.
8. The data obtained or collected in the implementation of the Research Collaboration shall be jointly owned by the **PARTIES**. Subject to the prior written permission of the other **PARTY**, the **PARTIES** may use the data for Research, Community Service, and Publication purposes provided the research source and team members from both **PARTIES** listed in Article 5 (5) are duly credited.

## **ARTICLE 8**

### **DISPUTE**

1. If there is a dispute in the implementation, the solution will be done amicably through consensus consultation.
2. In the unlikely event any such dispute or disagreement cannot amicably be resolved without neutral assistance, then the Parties shall submit the matter for non-binding mediation with a mediator jointly selected by the Parties.

## **ARTICLE 9**

### **ADDITIONAL REQUIREMENT**

1. The term stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.
2. If any of the provisions of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised as part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal and unenforceable provisions.

## **ARTICLE 10 TERMINATION**

1. If either Party fails to comply with any of the obligations under this Agreement, the aggrieved Party shall give a notice in writing of not less than fourteen (14) days to the other Party to remedy the default and where such default is not remedied in that period, the aggrieved Party shall be entitled terminate the Agreement by giving the defaulting Party a written notice to terminate of not less than thirty (30) days before the date of termination.
2. Notwithstanding Article 10 (1) above, this Agreement may be terminated upon the mutual agreement in writing of both Parties.
3. A Party may exercise its right to terminate this Agreement in the event of any act(s) or failure(s) to act by the other Party which in the Party's view may place at material risk the ultimate success of the Research Collaboration.
4. Unless otherwise agreed by the Parties, all activities under this Agreement shall cease immediately on the termination

## **ARTICLE 11 FORCE MAJUERE**

Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it or its duties and obligations under this Agreement occasioned by any event of *force majeure* such as flood, fire, earthquake, incremental weather, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, pandemic, epidemic, labour disputes of whatever nature and any other cause or reason beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of force majeure, that party shall give written notice to the other of its inability setting out full details of the event of force majeure in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the event of force majeure continues. Forthwith upon such event ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the event of force majeure continues for a period of more than 90 (ninety) days and substantially affects the intention of this Agreement, the party not claiming relief under this Clause shall have the right to terminate this Agreement upon giving 30 (thirty) days' written notice of such termination to the other party.

## **ARTICLE 12 INDEMNITY**

- (1) The **PARTIES** shall indemnify and hold each other harmless from any and all loss or liability for any and all claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties and costs, including without limitation reasonable attorney's fees, costs and disbursements arising from any personal injury to, death of or damage suffered by any third party caused by the negligence or willful act or omission of the indemnifying Party in the performance of the Research Collaboration under this Agreement.

- (2) A **PARTY** shall be liable for and shall indemnify and hold safe and harmless the other Party against all loss or liability for any and all claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties and costs, including without limitation reasonable attorney's fees, costs and disbursements with respect to damage or destruction to any real or personal property, materials or equipment owned by the other **PARTY** arising and as a result of the negligence or willful acts or omission of the **PARTY** in the performance of the Research under this Agreement.

### **ARTICLE 13**

#### **NO AGENCY RELATIONSHIP**

The relationship of principal and agent shall not exist between the Parties and the Party shall act as an independent contractor and not as the agent of the other Party. Neither Party shall have any authority to act or to execute any documents on behalf of the other Party.

### **ARTICLE 14**

#### **NOTICES**

Any communication under this Agreement shall be in writing in the English language and delivered by a reputable courier mail service to the address or sent to the electronic mail address or facsimile number of Universiti Teknologi MARA and Universitas Darussalam Gontor (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 other **PARTY** 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:

#### **For Universitas Darussalam Gontor:**

Name : Dr. Parwi, SP., M. P.  
Function : Lecture in Agrotechnology Department, Faculty Science and Technology  
Universitas Darussalam Gontor  
Address : UNIDA Gontor Campus, Jl. Raya Siman, Siman, Ponorogo, Jawa Timur,  
Indonesia.

#### **For Universiti Teknologi MARA:**

Name : Dr. Nurul Izza Taib  
Function : Lecture in Faculty of Applied Sciences, Universiti Teknologi MARA  
Address : Universiti Teknologi MARA Cawangan Perak Kampus Tapah 35400 Tapah  
Road, Perak Darul Ridzuan, MALAYSIA

**ARTICLE 15  
CLOSING**

1. This Research Collaboration Agreement is made, and signed on the day, date, month and year mentioned above, in 2 (two) copies with sufficient stamp duty each for the **FIRST** and **SECOND PARTY**.
2. All the Provisions and conditions contained therein are valid and binding for the **PARTIES** who sign this agreement.

Thus, this Agreement was signed in a healthy state and without any element of coercion from any **PARTY**. In witness whereof, the **PARTIS** have executed this Agreement by their authorized signatories on the day and year as written.

For and on behalf of

**UNIVERSITAS DARUSSALAM GONTOR**

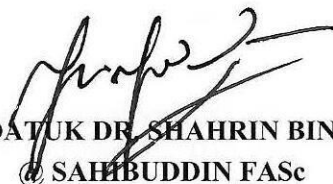


**Dr PARWI, S.P., M. P.**

Lecture of Agrotechnology Departmen  
Faculty of Science and Technology

For and on behalf of

**UNIVERSITI TEKNOLOGI MARA**



**PROF. DATUK DR. SHAHRIN BIN SAHIB**  
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## SCHEDULE 1

### Project Milestone

STAGE	MILESTONE	COMPLETION DATE
1	1 <sup>st</sup> Meeting and introduce both teams from UiTM and UNIDA Gontor	Within the first (1 <sup>st</sup> ) month of the Commencement Date
2	Complete Introduction, Literature Review and Research Methodology Parts	Within the third (3 <sup>rd</sup> ) month of the Commencement Date
3	(Research Conduct) a) Laboratory analysis b) Field Observation c) Data Collection	Within the sixth (5 <sup>th</sup> ) month of the Commencement Date
4	a) Data Analysis b) Prepare Findings and Discussion of Results Report	Within the eighth (8 <sup>th</sup> ) month of the Commencement Date
5	Presentation in indexed conference	Within the twelfth (12 <sup>th</sup> ) month of the Commencement Date
6	Submission of full report with proof of submission to Scopus /WOS indexed journal	Within the eighteenth (18 <sup>th</sup> ) month of the Commencement Date

- The time periods are tentatively included as a guideline to indicate the desired rate of completion of the milestones.
- Each milestones should be established to the satisfaction of both Parties and concluded by a summary and a detailed report to be drafted by each Party to the other or one report drafted and agreed on by both Parties.