



# MEMORANDUM OF UNDERSTANDING BETWEEN

## UNIVERSITAS ISLAM NEGERI WALISONGO INDONESIA

AND

MAAHAD TAHFIZ AL-QURAN DARUL FALAH MALAYSIA

ON FRIENDSHIP AND COOPERATION, PROMOTION
OF MUTUAL UNDERSTANDING,
ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHT
AND PERSONNEL TRAINING





#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

### UNIVERSITAS ISLAM NEGERI WALISONGO

#### **INDONESIA**

#### AND

## MAAHAD TAHFIZ AL-QURAN DARUL FALAH MALAYSIA

This **Memorandum of Understanding** (hereinafter referred to as "**MoU**") is made on 3<sup>rd</sup> January, 2023

#### BETWEEN

UNIVERSITAS ISLAM NEGERI WALISONGO, INDONESIA, is a university whose address is at Jl. Prof. Hamka, Kampus 3, Ngaliyan, Semarang 50185, Indonesia, herein represented by its Rector Prof. Dr. H. Imam Taufiq, M.Ag. hereinafter referred to as "UIN WALISONGO" (Which expression shall where the context so admits mean and include its representatives, executors, administrators, successors-in-interest and assigns) of the FIRST PARTY.

#### AND

MAAHAD TAHFIZ AL-QURAN DARUL FALAH, MALAYSIA is an educational institution with address at: Jalan Masjid Peket 100 Simpang Lima 45300, Sungai Besar, Selangor, Malaysia hereinafter referred to as "MTA DARUL FALAH" represented by its Chief Executive USTAZ MASTOR BIN MOHD TOHIR of the SECOND PARTY.

(UIN WALISONGO & MTA DARUL FALAH are herein after referred to as singularly as the "Party" and collectively as the "Parties").

#### WHEREAS

- A. UIN WALISONGO is an established university with proven research and educational abilities, and with collaborative arrangements with many counterparts to share its expertise and enhance its academic links and cooperation.
- B. MTA DARUL FALAH is an Islamic educational institution for reciting the Quran and Tahfidz with a dynamic program.
- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

NOW, THEREFORE, THE TWO PARTIES HERETO MUTUALLY AGREED TO BIND THEMSELVES TO THE FOLLOWING TERMS & CONDITIONS:

#### **ARTICLE 1: 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, shall endeavour to strengthen, promote and develop international and research cooperation between the Parties on the basis of equality and mutual benefit.

#### ARTICLE 2: AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote international cooperation in the following areas:
  - a) International academic programs (nondegree);
  - b) Cooperation and the implementation of Merdeka Belajar (Freedom to Learn) - Kampus Merdeka (Independent Campus) programs;
  - c) Students' mobility (short course, community service, etc.); and
  - d) Cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements 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".

#### ARTICLE 3: FINANCIAL ARRANGEMENTS

- 3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party shall bear its own cost and express in the implementation of this Memorandum of Understanding.

#### ARTICLE 4: 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 shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, expressor implied.

#### **ARTICLE 5: 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 6: REVISION, VARIATION, AND AMENDMENT

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of FIVE (5) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both parties.
- 6.4 If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum of Understanding shall conclude at the end of the specified period, or after activities in progress have concluded.

#### **ARTICLE 7: TERMINATION**

This Memorandum of Understanding may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

#### **ARTICLE 8: NOTICES**

Any communication under this Memorandum of Understanding shall be delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UIN WALISONGO or MTA DARUL FALAH, 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:

#### To UIN WALISONGO:

Address: Jl. Prof. Hamka, Kampus 3, Ngaliyan, Semarang 50185,

Indonesia

Attention: Rector of UIN Walisongo Semarang

Email: ioffice@walisongo.ac.id

Tel. : +62 247604554

Fax : +62 247601293

#### TO MTA DARUL FALAH:

Address : Jalan Masjid Peket 100 Simpang Lima 45300, Sungai Besar,

Selangor, Malaysia

Attention: Pengerusi of MTA DARUL FALAH

Email: mtdarulfalah@gmail.com

Tel. : +60 0108012957

## ARTICLE 9: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and in accordance with other international agreements signed by both Parties.
- 9.2 The use of the name, logo and/or official emblem of any of the Parties on any publications, document and/or paper is prohibited without the prior written approval of the Party.
- 9.3 Notwithstanding anything in paragraph 9.1 above, if the intellectual property rights in respect of any technological development, and any product and service development, were obtained:

Signed by for and on behalf UNIVERSITAS ISLAM NEGERI MALISONGO, INDONESIA

Signed by for and on behalf MAAHAD TAHFIZ AL-QURAN DARUL FALAH, MALAYSIA

TOT. H. IMAM TAUFIQ, M.Ag.

USTAZ MASTOR BIN MOHD TOHIR

Pengerusi

Date: 28/12/2022

Date:

Witnessed by:

DR. ACHMAD ARIEF BUDIMAN, M.Ag.

Vice Rector of Student Affairs and Cooperation Witnessed by:

USTAZAH MUFARIHAH BT NOYO SARKUN

Naib Pengerusi

#### CONTACT PERSON:

#### **UIN WALISONGO, INDONESIA:**

Director of International Office: Nadiatus Salama, Ph.D.

+62 81390010177

ioffice@walisongo.ac.id

### MTA DARUL FALAH, MALAYSIA:

Naib Pengerusi: Ustaz Mastor Bin Mohd Tohir

+60 0108012957

mtdarulfalah@gmail.com