



MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITAS ISLAM NEGERI WALISONGO

SEMARANG, INDONESIA

AND

SEKOLAH INDONESIA KUALA LUMPUR

MALAYSIA

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



MEMORANDUM OF AGREEMENT

BETWEEN

**UNIVERSITAS ISLAM NEGERI WALISONGO,
SEMARANG, INDONESIA
Number: 051/Un.10.0/R/HK.06.01/01/2023**

AND

SEKOLAH INDONESIA KUALA LUMPUR, MALAYSIA

ON

**FRIENDSHIP AND COOPERATION, PROMOTION OF MUTUAL
AGREEMENT, ACADEMIC AND SCIENTIFIC THOUGHT AND
PERSONNEL TRAINING**

This **Memorandum of Agreement** (hereinafter referred to as "**MoA**") is made on 30 January 2023

BETWEEN

UNIVERSITAS ISLAM NEGERI WALISONGO SEMARANG, INDONESIA a university whose address is at Prof.Hamka Street, Ngaliyan, Semarang 50185, Central Java 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

SEKOLAH INDONESIA KUALA LUMPUR is Indonesian international school in Kuala Lumpur that goes up to SMA (senior high school/sixth form) level, with address at 1, Lorong Tun Ismail, 50480 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia, herein represented by its **Principal Friny Napasti, M.Pd.** of the **SECOND PARTY.**

(UIN WALISONGO & SEKOLAH INDONESIA KUALA LUMPUR 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. SEKOLAH INDONESIA KUALA LUMPUR is Indonesian International School in Kuala Lumpur that goes up to SMA (senior high school/sixth form) level.
- C. The Parties are desirous of entering this Memorandum of Agreement 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 Agreement 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 academic cooperation in the following areas:
 - a) Institutional exchanges between staff from each partner institution;
 - b) Cooperation and the implementation of Merdeka Belajar (Freedom to Learn)- Kampus Merdeka (Independent Campus)

- programs;
 - c) Joint research and development projects;
 - d) Joint education programs;
 - e) Exchange of information and academic resources that are of mutual interest;
 - f) Joint sponsorship of courses, study tours, conferences, and seminars;
 - g) Students' mobility (short course program, community service, etc.); and
 - h) Cooperation in other areas.
- 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 Agreement 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 Agreement.

ARTICLE 4: EFFECT OF MEMORANDUM OF AGREEMENT

This Memorandum of Agreement 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 Agreement 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 Agreement shall remain in effect for a period of TWO (2) years.
- 6.3 This Memorandum of Agreement may be extended for such further period as may be agreed in writing by both parties.
- 6.4 If the Memorandum of Agreement is not renewed by mutual consent, the Memorandum of Agreement shall conclude at the end of the specified period, or after activities in progress have concluded.

ARTICLE 7: TERMINATION

This Memorandum of Agreement 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 Agreement shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 8: NOTICES

Any communication under this Memorandum of Agreement shall be delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **UIN WALISONGO** or **SEKOLAH INDONESIA KUALA LUMPUR** 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 : Prof. Hamka Street, Ngaliyan, Kota Semarang 50185,
Jawa Tengah, Indonesia

Attention : Rector of UIN Walisongo Semarang

Email : ioffice@walisongo.ac.id

Tel. : +62 247604554

Fax : +62 247601293

To Sekolah Indonesia Kuala Lumpur:

Address : 1, Lorong Tun Ismail, Kuala Lumpur, 50480, Wilayah
Persekutuan Kuala Lumpur, Malaysia
Attention : Headmaster of Sekolah Indonesia Kuala Lumpur
Email : sik.kualalumpur@gmail.com
Tel. : +60326927682
Fax : 60326988422

**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-
- a) jointly by the Parties or if the research results were obtained through the joint activity or effort of the Parties, then these shall be jointly owned by the parties in accordance with terms to be mutually agreed upon; or
 - b) solely and separately by a Party or if the research results were obtained through the sole and separate effort of the Party, then these shall be solely owned by the Party concerned.

ARTICLE 10: CONFIDENTIALITY

- 10.1 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.
- 10.2 For purposes of paragraph 10.1 above, such documents,

information and data include 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 solutions in any form, including but not limited to any document, information 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 if orally given, is given in the circumstances of confidence.

- 10.3 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 11: 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 Agreement which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 12: SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation 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, without reference to any third party or national or international tribunal.

ARTICLE 13: SPECIAL PROVISIONS:

- 13.1 This Memorandum of Agreement is solely for the benefit of the Parties hereto and no provision of this **MOA** shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this **MOA**.
- 13.2 Neither Party shall be liable for any failure to perform any of its obligations under this Memorandum of Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each Party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable

solution. The Party claiming a Force Majeure Event shall in all instances and to the extent it is capable of doing so use its best efforts to remove or remedy the cause thereof and minimize the economic damage arising there from providing such services to its other clients.

- 13.3 **UIN WALISONGO and SEKOLAH INDONESIA KUALA LUMPUR** shall indemnify and keep indemnified and hold harmless each other during the continuance of this MOA against all claims, actions, proceedings by or against **UIN WALISONGO and SEKOLAH INDONESIA KUALA LUMPUR** or damage, costs, expenses and any other loss whatsoever nature suffered by **UIN WALISONGO and SEKOLAH INDONESIA KUALA LUMPUR** arising from or in any way attributable to any act, mission, neglect or default of **UIN WALISONGO or SEKOLAH INDONESIA KUALA LUMPUR** or its representative or its employee(s).
- 13.4 This Memorandum of Agreement constitutes the entire Agreement between the Parties and shall prevail over any other communication whether written or oral relating to the subject matter hereof, if any. The Parties declare that they rely upon no representations, conditions, or warranties on the part of the other Parties except as herein contained.

ARTICLE 14: COUNTER PART

This Memorandum of Agreement is signed in two exact copies, one to be retained by each of the parties, and each to be regarded as equal and authentic.

IN WITNESS WHEREOF, the Undersigned, duly authorized representatives of Universitas Islam Negeri Walisongo Semarang, Indonesia and of Sekolah Indonesia Kuala Lumpur respectively, have on behalf of the Parties, executed and signed this Memorandum of Agreement on the day, month and year first above mentioned.

Signed by for and on behalf
**UNIVERSITAS ISLAM NEGERI
WALISONGO SEMARANG,
INDONESIA**



PROF. DR. H. IMAM TAUFIQ, M.Ag.

Rector

Date:

Signed by for and on behalf
**SEKOLAH INDONESIA
KUALA LUMPUR**



FRINY NAPASTI, M.Pd.

Principal

Date:

Witnessed by:

**DR. ACHMAD ARIEF BUDIMAN,
M.Ag.**

Vice Rector of Student Affairs and
Cooperation

Witnessed by:

**DEANY YASIR WIRYA,
S.Pd.**

Vice Principal of Public
Relation

CONTACT PERSON:**UIN WALISONGO SEMARANG INDONESIA:**

Director of International Office

Nadiatus Salama, Ph.D.

+6281390010177

ioffice@walisongo.ac.id

SEKOLAH INDONESIA KUALA LUMPUR:

Vice Principal of Public Relation

Deany Yasir Wirya, S.Pd.

+60137098650

sik.kualalumpur@gmail.com