



MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITAS ISLAM NEGERI WALISONGO
INDONESIA**

AND

**PUKYONG NATIONAL UNIVERSITY
SOUTH KOREA**

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



This Memorandum of Understanding (hereinafter referred to as “**MoU**”) is made on December 11th, 2023.

BETWEEN

UNIVERSITAS ISLAM NEGERI WALISONGO (hereinafter referred to as “**UIN WALISONGO**”), an institution of higher education established under the Ministry of Religious Affairs of The Republic of Indonesia with its correspondence address at **JALAN PROF. DR. HAMKA (KAMPUS III), NGALIYAN, SEMARANG, JAWA TENGAH, 50185, REPUBLIC OF INDONESIA** and shall include its lawful representatives and permitted assigns, of the first part;

AND

PUKYONG NATIONAL UNIVERSITY (hereinafter referred to as “**PKNU**”), an institution of higher education institution whose address is at **45 YONSO-RO, NAM-GU, BUSAN, 48513, REPUBLIC OF KOREA** and shall include its legal representatives and permitted assigns, of the second part;

UIN WALISONGO and **PKNU** hereinafter referred to singularly as “**the Party**” and collectively as “**Parties**”

WHEREAS:

- A. **UIN WALISONGO** is an established public university in Indonesia situated in Central Java Province which strives to enhance its Tri Dharma philosophy i.e (Research, Teaching, and Dedication in Society) of University in order to be able to compete nationally and internationally.
- B. **PKNU** is a national comprehensive university that has strived to improve and strengthen its research capabilities and has made various efforts to complement its educational excellence. PKNU has entered into various collaborative arrangements with world academic research institutions to enhance research, consultancy and academia.
- C. The Parties are desirous of entering into MoU 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 Parties hereby have reached an understanding as follows:

CLAUSE 1 **OBJECTIVE**

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop academic staff and researchers to exchange research collaboration and co-operation between the Parties on the basis of equality and mutual benefits.

CLAUSE 2 **GENERAL AREAS OF CO-OPERATION**

- 2.1 Engagements shall be carried out, between UIN WALISONGO and PKNU through such activities or programs which include but not limited to:
 - a. Exchange program for students, lecturers, researchers to conduct joint research, teaching and support continuing education;
 - b. Collaborate in organizing joint research, traineeships, inspection and communication program for students and graduates;
 - c. Co-operate in international, seminars, conferences, and local organization survey;
 - d. any other areas of co-operation to be mutually agreed upon by the Parties.
- 2.2 The terms of such mutual assistance and the resources required for each program and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular program or activity.
- 2.3 The implementation of specific proposals shall be negotiated on a case-by-case basis and be dependent upon the availability of resources.

CLAUSE 3 **SCHEDULES**

All schedules, if any, referred to herein shall form part of this MoU and shall be taken, read, construed as an essential part of this MoU.



CLAUSE 4 **DURATION OF THE MoU**

- 4.1 This MoU will come into effect on the date of last signature and will remain in effect for a period of **five (5)** years or until terminated by either Party with **six (6)** months written notice.
- 4.2 This MoU may be extended for a further period as agreed to in writing by the Parties by issuance to the other Party of a written notice signifying its intention to renew the MoU not less than **six (6)** months prior to the Expiry Date.

CLAUSE 5 **FINANCIAL ARRANGEMENTS**

- 5.1 This MoU shall not give rise to any financial obligation by one Party to the other.
- 5.2 Each Party shall bear its own cost and expenses in the implementation of this MoU.

CLAUSE 6 **CONFIDENTIALITY**

- 6.1 The Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MoU. Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
- 6.2 The confidentiality provisions apply to all confidential information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this MoU. Both Parties agree to develop procedures for the disclosure and protection of their confidential information.

CLAUSE 7 **SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and or/negotiations between the Parties through diplomatic channels, without references to any third party or international tribunal.



CLAUSE 8
NON - CONTRACTUAL NATURE OF RELATIONSHIP

- 8.1 Save for Clause 4, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.
- 8.2 Nothing contained herein shall 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.
- 8.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

CLAUSE 9
NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

To : **UNIVERSITAS ISLAM NEGERI WALISONGO**
:
:
:
Jalan Prof. Dr. Hamka (Kampus III), Ngaliyan, Semarang,
Jawa Tengah, 50185, Indonesia

Attn to : **Nadiatus Salama, Ph.D.**
Position : **Head of International Office**
Telephone : +62 81390010177
Fax : +62 247 601293
E-mail : ioffice@walisongo.ac.id

To : **PUKYONG NATIONAL UNIVERSITY**
Address : 45 Yonso-Ro, Nam-Gu, Busan 48513, Republic of
Korea

Attn to : **Dr. Hyun-Woo Kim**
Position : **Provost of International Affairs**
Telephone : +82-51-629-6900
Fax : +82-51-629-6910
E-mail : international@pknu.ac.kr



CLAUSE 10

REVISION, VARIATION AND AMENDMENT

- 10.1 Either Party may request in writing a revision, variation or amendment of this MoU.
- 10.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 10.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 10.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

CLAUSE 11

SUPERVENING EVENTS

- 11.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
- 11.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

CLAUSE 12

EFFECT OF MOU

This MoU 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 process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

CLAUSE 13

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 13.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of Parties and with other international agreements signed by both Parties.
- 13.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 13.3 Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products or 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.
- (iii) Collaborative activities or projects between the Parties will be subject to further agreement detailing the Parties' responsibilities, obligations and the conditions relating to each activity or project.

This MoU is to be executed in **two (2)** copies in English.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, sign this MoU on the date as above written.

Signed by

Prof. Dr. Nizar Ali, M.Ag.

Rector

For and on behalf of

Universitas Islam Negeri Walisongo

Signed by

Prof. Dr. Young-Soo Jang

President

For and on behalf of

Pukyong National University