



UTM
UNIVERSITI TEKNOLOGI MALAYSIA



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS ISLAM NEGERI WALISONGO, INDONESIA
AND
UNIVERSITI TEKNOLOGI MALAYSIA, MALAYSIA**

THIS **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MoU”) is made and entered into this day, 2020, by and between **UNIVERSITAS ISLAM NEGERI WALISONGO** (hereinafter referred to as “UIN WALISONGO”) a state Islamic university and was established on April 6, 1970 where its official address at Jl. Walisongo No.3-5, Tambakaji, Kec. Ngaliyan, Kota Semarang, Jawa Tengah 50185, Indonesia of the one part, and **UNIVERSITI TEKNOLOGI MALAYSIA** (hereinafter referred to as “UTM”) an institution of higher learning established under the Universities and University Colleges Act 1971 where its official address at Universiti Teknologi Malaysia, 81310 Johor Bahru, Johor, Malaysia of the second part.

UIN WALISONGO and **UTM** shall hereinafter collectively be referred to as “**Parties**” and individually as a/the “**Party**”.

WHEREAS:

- A. UIN WALISONGO is an established public university which provide academic, vocational education, and professional education that including science, technology, and art.
- B. UTM is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. UTM has entered into various collaborative arrangements with other parties to enhance its research capabilities.
- C. The Parties hereby agree to enter into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.
- D. Parties hereto desire to do so in order to promote exchange and cooperation in education, research and social services as well as to foster and strengthen relationship between UIN WALISONGO and UTM
- E. 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

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endeavour to strengthen, promote and develop publication co-operation between the Parties on the basis of equality and mutual benefit;

AND WHEREAS:

- A. UIN WALISONGO and UTM agree to cooperate and broaden relationship and exchanges;
- B. UIN WALISONGO and UTM hereto desire to give priorities to each other in the promotion and development of cooperation in areas of mutual benefits;
- C. Both parties agree that all program activities to be carried out shall be based on mutual interest and advantages.

IT IS NOW AGREED AND RECOGNISED the following:

1. GENERAL AREAS OF CO-OPERATION

- 1.1 UIN WALISONGO and UTM agree that cooperation shall be carried out through such activities of programs relating to, but not limited to:
 - (a) Education and research;
 - (b) Further training of staff;
 - (c) Exchange of lecturers;
 - (d) Exchange of students;
 - (e) Exchange of scholarly materials and information; and
 - (f) Any other fields related.
- 1.2 Parties agree that program and activity enumerated are not exclusive and the parties may agree to include such other programs and activities as may be necessary and identified later which shall be mutually discussed and agree upon in writing by both parties prior to the initiation of the particular program or activity and such shall be negotiated as required.
- 1.3 UIN WALISONGO and UTM, within their capacities will cooperate to promote and develop programs in education.
- 1.4 UIN WALISONGO and UTM shall each designate a coordinator to manage the program activities. Each party shall nominate and appoint a coordinator from its staff to coordinate activities and facilitate the development of such joint activities.
- 1.5 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 such further terms and conditions as mutually agreed upon by the Parties.

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2. SCOPE OF COLLABORATION

UIN WALISONGO and UTM agree and acknowledge that collaboration may develop in the following programs, but not limited to:

- (a) Developing the curriculum and exchanging of scholarly publications subject to the approval of both parties.
- (b) Joint Research and Development (R&D) subject to approval of both parties.
- (c) Priority shall be given to UIN WALISONGO staff to further postgraduate studies at UTM, and UIN WALISONGO shall give priority to the staff of UTM to further postgraduate studies at UIN WALISONGO.
- (d) UTM shall give priority to the lecturers of UIN WALISONGO to further postgraduate studies at UTM, and UIN WALISONGO shall give priority to the lecturers of UTM to further postgraduate studies at UIN WALISONGO.
- (e) Activities of exchange of staff and lecturers include study tour, conducting research and/or supervision student project, staff secondment for improving and research, attending seminars, colloquiums and academic discussions.
- (f) Activities of students' exchange include study tour, courses attendance and research.

3. COST AND EXPENSES

- (a) This MoU will not give rise to any financial obligation by one Party to the other.
- (b) Each Party will bear its own cost and expenses in relation to this MoU.
- (c) Any cost and expenses incurred in performing any activity pursuant to this MoU such as training, advisory visits, and staff, lecturer, and student attachments shall be negotiated to the mutual acceptance of both parties and shall be agreed upon in a separate legally binding agreement between parties.

4. OWNERSHIP

Ownership on whatever products of studies/research shall belong to both parties' signatory of this MoU and no publication of the products of study of research is allowed to publish without the consent of both parties.

5. DURATION AND TERMINATION

- (a) This MoU shall enter into force at the day of signature by the signatory of each party and shall remain in force for five (5) years unless terminated by one of the parties giving three (3) months' notice to the other.

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- (b) This MoU shall be reviewed at the end of five (5) years to determine the effectiveness to continue or terminate as this MoU may be extended for a further term as may be agreed in writing by the Parties.
- (c) Where such termination occurs, the provision of this MoU shall continue to apply to on-going activities until their completion and each Party accordingly shall return any documents retained by the same disclosing party.

6. NO AGENCY

No parts of this MoU are to be interpreted and/or construed so as to constitute a joint venture, partnership or formal business organization of any kind between the Parties or so as to constitute either Party as the agent of the other party.

7. CONFIDENTIALITY

- 7.1 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 MoU or any other agreements made pursuant to this MoU.
- 7.2 For purposes of paragraph 7.1 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 MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or 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.
- 7.3 Both Parties agree that the provisions of this Article shall continue to be bound between the Parties notwithstanding the termination of this MoU.

8. GOVERNING LAW

- 8.1. 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, without reference to any third party.
- 8.2 Any consultation and/or negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

9. NOTICES

Any communication under this MoU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of the **UIN WALISONGO or UTM**, 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 UIN WALISONGO: Ahmad Syifaul Anam, Head of International Affairs, Universitas Islam Negeri Walisongo, Jl. Walisongo No.3-5, Tambakaji, Kec. Ngaliyan, Kota Semarang, Jawa Tengah 50185, Indonesia email: ioffice@walisongo.ac.id, mobile +6281326089460, Phone +6224 7604554, and Fax: +6224 7601293

To UTM: Prof Dr Hamdan Said, Faculty of Social Sciences and Humanities, Universiti Teknologi Malaysia, 81310 Johor Bahru, Johor, Malaysia. Email: p-hamdan@utm.my, mobile +60197204224, and Faksimile+6075577351

10. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 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.
- 10.2 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.
- 10.3 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.

11. ASSIGNMENTS

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

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12. 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 MoU which suspension shall take effect immediately after notification has been given to the other Party.

13. VARIATION

- (a) This MoU may be amended or varied by mutual consent of both parties and such amendments or variation shall be in writing and signed by duly authorized representative of each UIN WALISONGO and UTM.
- (b) Such agreed amendments or variation shall be part of this MoU.

14. EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves as a record of the Parties' intentions and except in relation to paragraph 7 and paragraph 10 herein, 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.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS
MEMORANDUM OF UNDERSTANDING ON THE DAY AND YEAR FIRST
ABOVE WRITTEN:

Signed by and for and on behalf of
UNIVERSITAS ISLAM NEGERI
WALISONGO

Date: 5/11/2020

In the presence of

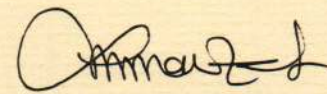

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RECTOR
PROF. DR. IMAM TAUFIQ, M.Ag.

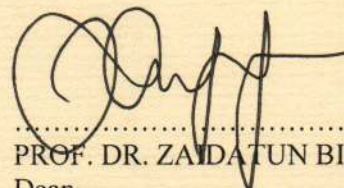

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DR. ACHMAD ARIEF BUDIMAN, M.Ag
Vice Rector for Student Affairs and Collaboration

Signed by and for and on behalf of
UNIVERSITI TEKNOLOGI MALAYSIA

Date: 4/10/2020

In the presence of


.....
ACTING VICE-CHANCELLOR
PROF. DATUK TS. DR. AHMAD FAUZI
BIN ISMAIL


.....
PROF. DR. ZAIDATUN BINTI TASIR
Dean
Faculty of Social Sciences and Humanities
Universiti Teknologi Malaysia

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