



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SAINS ISLAM MALAYSIA

AND

**UNIVERSITAS ISLAM NEGERI WALISONGO SEMARANG,
INDONESIA**

THIS MEMORANDUM OF UNDERSTANDING is made on November 30th 2022

BETWEEN

UNIVERSITI SAINS ISLAM MALAYSIA, an institution of higher learning established under the Universities and University Colleges Act 1971 and incorporated under the Universiti Sains Islam Malaysia (Incorporation Order) 2007 and having its correspondence address at Bandar Baru Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus, Malaysia (hereinafter referred to as "**USIM**") and will include its lawful representatives and permitted assigns on the one part;

AND

UNIVERSITAS ISLAM NEGERI WALISONGO SEMARANG, INDONESIA (hereinafter referred to as "**UIN WALISONGO**"), a university whose address is at Jalan Prof Hamka, Kampus 3, Ngaliyan, Semarang, Central Java, Indonesia 50185, and will include its lawful representatives and permitted assigns on the other part;

USIM and **UIN WALISONGO** shall hereinafter be referred to singularly as "Party" and collectively as "Parties".

WHEREAS: -

- A. **USIM** is an established university which strives to enhance and strengthen its core activities of developing new technologies, strengthening existing knowledge and integrating Islamic core values and has taken various initiatives to complement its educational excellence by entering into various collaborative arrangements with other parties to enhance its position as a multidisciplinary Islamic university with its core strengths in education, research, services and producer of the Islamic ummah human capital.
- B. **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.

- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

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, will endeavour to strengthen, promote and develop on a basis of direct cooperation and collaboration in the field of technology, research, education and in training programs on the basis of equality and mutual benefit.

ARTICLE 2
AREAS OF COOPERATION

1. Each Party will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter, endeavour to take necessary steps to encourage and promote cooperation in the following areas:
 - a) Staffs exchange between faculty from each partner institution;
 - b) joint collaboration of symposia, conferences, short courses and meetings on research issues;
 - c) exchange of information pertaining to developments in teaching, student development and research innovation and commercialization;
 - d) exchange of information including the exchange of library materials and research;
 - e) joint management and publication of journals;
 - f) students' mobility program (credit transfer program, community service etc.)
 - g) knowledge sharing on integration of naqli knowledge (relevational sciences) and aqli knowledge (rational sciences); and

- h) any other projects that shall be mutually identified and agreed by both Parties at a later stage.
- 2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1 above, the Parties will enter into an agreement 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 dispute".

ARTICLE 3

FINANCIAL ARRANGEMENTS

- 1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
- 2. Each Party shall bear its own cost and expenses in relation to 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 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.

ARTICLE 5

NO AGENCY

Nothing contained herein is to be constituted as 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

ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **two (2) years**.
2. Either Party may terminate this Memorandum of Understanding by giving one (1) month's written notice to the other Party.
3. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE 7

NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of **USIM** or **UIN WALISONGO** 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: **USIM**

Name : Ashikin Abdullah

Position : Acting Director, USIM 'Alamiyyah

Address : Level 1, Commercial Centre, Universiti Sains Islam Malaysia,

Bandar Baru Nilai, 71800 Nilai, Negeri Sembilan, MALAYSIA

Email : pengarah.ua@usim.edu.my

Telephone no. : +606-7978652/51

Fax no. : +606-7978650

To: UIN WALISONGO

Name : Nadiatus Salama, Ph.D.

Position : Head of International Office

Address : Jalan Prof Hamka Kampus 3 Ngaliyan Semarang, Central Java,
Indonesia 50185

Email : ioffice@walisongo.ac.id

Telephone no. : +62 81390010177

Fax no. : +62 247601293

ARTICLE 8

VARIATION

The terms stipulated in this Memorandum of Understanding shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alteration, changes and modifications shall be made in writing and signed by the Parties hereto.

ARTICLE 9

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 Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 10
ASSIGNMENT

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.

ARTICLE 11
NAME AND LOGO

Neither Party shall use, nor permit any person or entity to use the name, official emblem or logo (or any variation thereof) of the other Party on any publication, document, paper, audio or visual presentation, without first obtaining the written consent of the other Party.

(END OF CLAUSE)

IN WITNESS WHEREOF USIM and UIN WALISONGO hereunto have executed this Memorandum of Understanding on the year and date first above written:

For and on behalf of)
UNIVERSITI SAINS ISLAM MALAYSIA)

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PROF. TS. DR. SHARIFUDIN MD SHAARANI
Vice-Chancellor
Universiti Sains Islam Malaysia



In the presence of:

.....
DATO' MUHAMMAD HAIZUAN ROZALI
Registrar
Universiti Sains Islam Malaysia

For and on behalf of)
UIN WALISONGO)



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PROF. DR. H. IMAM TAUFIQ, M.Ag
Rector
UIN Walisongo

In the presence of:

.....
DR. ACHMAD ARIEF BUDIMAN, M.Ag.
Vice Rector III
UIN Walisongo