



اُنِيُوَرَسِيْتِي تِيكْنُولُوْجِي مَارَا
UNIVERSITI
TEKNOLOGI
MARA



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TEKNOLOGI MARA MELAKA MALAYSIA

AND

WALISONGO STATE ISLAMIC UNIVERSITY INDONESIA

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY TEKNOLOGI MARA MELAKA MALAYSIA
AND
WALISONGO STATE ISLAMIC UNIVERSITY INDONESIA
Number : 118/Un.10.0/R/KS.00.02/06/2021
ON
FRIENDSHIP AND COOPERATION, PROMOTION OF MUTUAL
UNDERSTANDING, ACADEMIC, CULTURAL AND SCIENTIFIC THOUGHT
AND PERSONNEL TRAINING**

This **Memorandum of Understanding** (hereinafter referred to as "**MoU**") is made virtually on June 30th 2021

BETWEEN

UNIVERSITI TEKNOLOGI MARA MELAKA MALAYSIA (hereinafter referred to as "**UiTM**"), an institution of higher learning established by the Universiti Teknologi MARA Act 1976 whose address is at Canseleri, Universiti Teknoogi MARA 40450, Shah Alam, Selangor, Malaysia, Malaysia, herein represented by **PROF. DR. ABD HALIM MOHD NOOR** as Rector and duly authorised thereto;

AND

WALISONGO STATE ISLAMIC UNIVERSITY INDONESIA (hereinafter referred to as "**UIN WALISONGO**"), a university whose address is at Jalan Prof. Dr. Hamka Kampus III Semarang 50185 Indonesia, herein represented by **PROF. DR. H. IMAM TAUFIQ, M.Ag.** as Rector and duly authorised thereto;

Hereinafter referred to as singularly as "the Party" and collectively as "the Parties"

WHEREAS

- A. UiTM is an established University with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- 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 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 THIS MOU WITNESSES 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 in each party's country, shall endeavour to strengthen, promote and develop international co-operation 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) collaboration in education, collaborative research, joint publication, community services and human resource development;
 - b) institutional exchanges between faculty and staff from each partner institution;
 - c) acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research;
 - d) organization of symposia, seminars, colloquia, conferences, workshops, trainings, courses, summer program and another types of academic discussions;
 - e) the provision of cultural and intellectual enrichment opportunities for staffs and students of both parties,
 - f) exchange of information pertaining to developments in teaching, student development and research innovation and commercialization, including the exchange of library materials and research
 - g) the acquisition of resources in order to realize the aforementioned activities;
 - h) 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 expenses 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, express or implied.

ARTICLE 5: NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation 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

- 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 THREE (3) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both parties.

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 UNIVERSITI TEKNOLOGI MARA MELAKA 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 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 UNIVERSITI TEKNOLOGI MARA:

Address : Universiti Teknologi MARA Melaka
KM 26, Jalan Lendu, 78000 Melaka, Malaysia
Attention : Rector of UiTM Melaka
Tel. : +606-5582094
Fax : +606-5582313
Email: director_oia@uitm.edu.my

To UIN WALISONGO:

Address : Jl. Prof. Dr. Hamka Kampus III Semarang 50185,
Indonesia
Attention : Rector of UIN Walisongo
Tel. : +62 247604554
Fax : +62 247601293
Email: ioffice@walisongo.ac.id

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-
- (i) 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
 - (ii) 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 Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 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 Understanding, 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 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 Understanding.

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 Understanding 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 Understanding shall be settled amicably through mutual consultation and/or negotiations between the parties, without reference to any third party or national or international tribunal.

Signed by for and on behalf of
**UNIVERSITI TEKNOLOGI MARA
MELAKA MALAYSIA**

UNIVERSITI TEKNOLOGI MARA
MELAKA
Km 26, Jalan Lendu
78000 Alor Gajah
Melaka


PROF. DR. ABD HALIM MOHD NOOR

Rector

Date: June 30th 2021

Signed by for and on behalf of
**WALISONGO STATE ISLAMIC
UNIVERSITY INDONESIA**





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

Rector

Date: June 30th 2021

Witnessed by:


PROF. TS. DR. SHAFINAR ISMAIL
Deputy Rector
Research & Industrial Linkage
UiTM Melaka

Witnessed by:


DR. ACHMAD ARIEF BUDIMAN, M.Ag.
Vice Rector
Student Affairs and Cooperation
UIN Walisongo Semarang

CONTACT PERSON:**UNIVERSITI TEKNOLOGI MARA MELAKA MALAYSIA:**

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