



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**STATE ISLAMIC UNIVERSITY OF WALISONGO SEMARANG,**

**INDONESIA**

**AND**

**UNIVERSITY OF LIBERAL ARTS BANGLADESH**

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



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**AND**  
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**155/Un.10.0/R/KS.01.03/07/2021**

**ULAB/OIA/SUM 2021-03**

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

This **Memorandum of Understanding** (hereinafter referred to as “**MoU**”) is entered & made on Thursday, on the day of July 8<sup>th</sup>, 2021 AD.

### **BETWEEN**

**STATE ISLAMIC UNIVERSITY OF WALISONGO SEMARANG, INDONESIA** a university whose address is at Jalan Walisongo No. 3-5 Semarang 50185 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**

**UNIVERSITY OF LIBERAL ARTS, BANGLADESH**, a private liberal arts-based university with address at House 56, Rd 4/A, Satmasjid Road, Dhanmondi, Dhaka-1209, Bangladesh, herein represented by its **Acting Vice Chancellor Prof. Dr. Shamsad Mortuza**, hereinafter referred to as “**ULAB**” (Which expression, unless repugnant to the text or context thereof shall include its successor in office and permitted assigns) of the **SECOND PARTY**.

(**UIN WALISONGO** & **ULAB** 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. ULAB is a private liberal arts-based University with a track record of educational excellence and research and with a dynamic program of collaborative arrangements with many counterparts.
- 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, 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 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 and research 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) institutional exchanges between faculty and staff from each partner institution;
  - b) acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research;
  - c) organization of symposia, conferences, short courses and meetings on research issues;
  - d) exchange of information pertaining to developments in teaching, student development and research innovation and commercialisation; and
  - e) 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 FIVE (5) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as may be agreed in writing by both parties.
- 6.4 If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum of Understanding shall conclude at the end of the specified period, or after activities in progress have concluded.

### **ARTICLE 7: REVISION, VARIATION, AND AMENDMENT**

- 7.1 Either party may request in writing a revision, variation or amendment of this Memorandum of Understanding.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this Memorandum of Understanding before or up to the date of such revision, variation or amendment.

## **ARTICLE 8: 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 9: 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 **UIN WALISONGO** or **ULAB**, 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 : Jl. Walisongo No. 3-5 Semarang 50185, Indonesia  
Email : [ioffice@walisongo.ac.id](mailto:ioffice@walisongo.ac.id)  
Tel. : +62 247604554  
Fax : +62 247601293

### **To ULAB:**

Address : House 56, Rd 4/A @ Satmasjid Road Dhanmondi,  
Dhaka-1209, Bangladesh  
Email : [iqac@ulab.edu.bd](mailto:iqac@ulab.edu.bd)  
Tel. : 966-1255, 966-1301, 967-5919  
Mobile : 01730-082197, 01713-091936, 01714-161613  
Fax : +88-02-9660610

## **ARTICLE 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 in accordance 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 publications, document and/or paper is prohibited without the prior written approval of the Party.
- 10.3 Notwithstanding anything in paragraph 10.1 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 11: CONFIDENTIALITY**

- 11.1 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.
- 11.2 For purposes of paragraph 11.1 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 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.
- 11.3 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 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 Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

## **ARTICLE 13: 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.

## **ARTICLE 14: SPECIAL OPROVISIONS:**

- 14.1 This Memorandum of Understanding is solely for the benefit of the Parties hereto and no provision of this **MOU** 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 **MOU**.
- 14.2 Neither Party shall be liable for any failure to perform any of its obligations under this Memorandum of Understanding 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.
- 14.3 **UIN WALISONGO** and **ULAB** shall indemnify and keep indemnified and hold harmless each other during the continuance of this **MOU** against all claims, actions, proceedings by or against **UIN WALISONGO** and **ULAB** or damage, costs, expenses and any other loss whatsoever nature suffered by **UIN WALISONGO** and **ULAB** arising from or in any way attributable to any act, mission, neglect or default of **UIN WALISONGO** or **ULAB** or its representative or its employee(s).

14.4 This Memorandum of Understanding 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 15: COUNTER PART**

This Memorandum of Understanding 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 State Islamic University of Walisongo Semarang, Indonesia and of the University of Liberal Arts Bangladesh respectively, have on behalf of the Parties, executed and signed this Memorandum of Understanding on the day, month and year first above mentioned.

Signed by for and on behalf  
**STATE ISLAMIC UNIVERSITY OF  
WALISONGO SEMARANG,  
INDONESIA**

Signed by for and on behalf  
**UNIVERSITY OF LIBERAL ARTS,  
BANGLADESH**



**PROF. Dr. H. IMAM TAUFIQ, M.Ag.**

Rector

Date: July 8<sup>th</sup> 2021



**PROF. SHAMSAD MORTUZA**

Acting Vice Chancellor

Date: July 8<sup>th</sup> 2021



<b>CONTACT PERSON:</b>
<b>UIN WALISONGO:</b> Director of International Office Ahmad Syifaul Anam +6281326089460 syifaulanam@walisongo.ac.id
<b>ULAB:</b> Director of the Office of International Affairs Abu Rasel +8801717122199 abu.rasel@ulab.edu.bd