MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN

UNIVERSITI ISLAM ANTARABANGSA SULTAN ABDUL HALIM MU'ADZAM SHAH, MALAYSIA

[UNISHAMS SDN. BHD. (Company Registration No.: 200301002054 / 604474-X)]

("UniSHAMS")

AND

INSTITUT AGAMA ISLAM NEGERI SYEKH NURJATI CIREBON, INDONESIA

(University Registration No.: E/279/2001)

("IAIN SYEKH NURJATI CIREBON")

THIS MEMORANDUM OF UNDERSTANDING is made on the .....

BETWEEN

UNISHAMS SDN.BHD. (Company No.: 200301002054/604474-X), a company registered in Malaysia under the Companies Act 2016 and having its business as a private institution of higher learning known as **UNIVERSITI ISLAM ANTARABANGSA SULTAN ABDUL HALIM MU'ADZAM SHAH (UniSHAMS)** established under the Private Higher Educational Institutions Act 1996 [Act 555], whose address is at Universiti Islam Antarabangsa Sultan Abdul Halim Mu'adzam Shah (UniSHAMS) 09300 Kuala Ketil, Kedah Darul Aman (hereinafter referred to as **"UNISHAMS"**) and shall include its lawful representatives and permitted assigns of the first part;

AND

IAIN SYEKH NURJATI CIREBON, a State Islamic Institute under the Ministry of Religion of the Republic of Indonesia, which was established through the Decree of the Institutional Establishment of the Directorate General of Islamic Education of the Ministry of Religion of the Republic of Indonesia No. E/279/2001 and confirmed as the State Islamic Institute of Syekh Nurjati Cirebon through Presidential Regulation of the Republic of Indonesia number 48 of 2009 located at Jalan Perjuangan By Pass Sunyaragi, Cirebon, West Java, Indonesia 45132 (hereinafter referred to as **"IAIN SYEKH NURJATI CIREBON"**) and shall include its legal representatives and permitted assignees of the second part.

UniSHAMS and **IAIN SYEKH NURJATI CIREBON** hereinafter referred to individually as "the Party" and collectively as "the Parties".

WHEREAS

A. **UniSHAMS** is an established private university based in Kedah, Malaysia and providing programs of higher education in various fields which include but not limited to Islamic studies and professional courses which assimilates *Syariah* principles, from Diploma level to the highest degree at PhD level. **UniSHAMS** strives to enhance and strengthen its commitment to producing global leaders of tomorrow, and has taken various initiatives to complement its educational excellences. For this purpose, **UniSHAMS** has entered into various collaborative arrangements with other parties to enhance quality education and research.

B. **IAIN SYEKH NURJATI CIREBON** is one of the State Islamic Universities under the Ministry of Religion of the Republic of Indonesia. The vision of this institution is to become a preeminent and leading Islamic higher education institution in the development of Islamic sciences and implementing the Three Pillars of Higher Education (Education, Research, and Community Service) through various strategic programs, including by developing education and the profession as well as conducting innovative research to support education and community service both independently and collaboratively home and abroad and establish partnership relationships with various parties in order to share and receive benefits to achieve specific goals.

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 on the terms as contained herein

BOTH PARTIES HEREBY REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

1.1 The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations, party's own management decision and national policies in force from time to time in each Party's country, will endeavour to strengthen, promote and develop co-operation in academic area and

research projects between the Parties on the basis of equality and mutual benefit.

1.2 The Parties agree that this Memorandum of Understanding sets out the general framework for academic and research joint venture programme.

ARTICLE II
AREAS OF CO-OPERATION

2.1 Each Party will, subject to the laws, rules, regulations, national policies from time to time in force, governing the subject matter in their respective countries and party's own management decision, consider to mutually provide all possible reciprocal facilities available on their respective campus to establish a joint mechanism for the support of faculties, students, staff academic development, program for educational collaboration between both institutions and cultural affliation as delineated under this Memorandum of Understanding.

2.2 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, and party's own management decision, endeavour to take necessary steps to encourage and promote co-operation in the following areas:-

(a) organization of conferences, seminars, workshops, short courses and meetings on research issues;

(b) organization of research collaboration including publication between faculty and staff from each partner institution;

(c) institutional exchanges between faculty, staff, and students from each partner institution;

(d) exchange of information pertaining to developments in teaching, student development and research institution;

(e) promote information and activities of partner universities within the MoU on their respective websites; and

(f) any other areas of co-operation which may be mutually agreed upon by the Parties.

2.3 The Parties agree that the provision for reciprocal facilities mentioned under sub-article 2.1 above will be discussed between the Parties during the proposal of any event or co-operation and it is always subject to approval and confirmation by the Party to provide such reciprocal facilities.

2.4 For the purpose of implementing the co-operation in respect of any areas stated in sub-article 2.1 and 2.2 above, the Parties shall separately enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

ARTICLE III
FINANCIAL ARRANGEMENTS

3.1 This Memorandum of Understanding will not give rise to any financial obligation or any obligation whatsoever by one Party to the other.

3.2 Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

3.3 Financial, provision of facilities and/or funding considerations shall become the subject of specific discussion and agreement within the framework of a separate implementation agreement. No financial commitment of any kind whatsoever, on the part of the Parties and signatory to this Memorandum of Understanding, is intended or implied.

ARTICLE IV

NON-BINDING NATURE OF THE MEMORANDUM OF UNDERSTANDING

The Parties agree that 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 save for the breach of Article IX on Confidentiality herein.

ARTICLE V

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties and is not intended to constitute either Party as the agent of the other.

ARTICLE VI

ENTRY INTO EFFECT AND DURATION

6.1 This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **FIVE (5) YEARS** (hereinafter referred to as "**the Term**"), and is still effective even if any party change its name.

6.2 This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

6.3 Either Party may terminate or withdraw from this Memorandum of Understanding for any reason whatsoever upon giving **TWO (2) MONTHS** written notice to the other Party of its intention to terminate or withdraw from this Memorandum of Understanding.

6.4 Upon termination of this Memorandum of Understanding, neither Party shall be liable to the other Party in respect of any claims, damages, costs or expenses of any nature except for those rights arising from Article IX on Confidentiality.

ARTICLE VII
NOTICES

7.1 Any communication under this Memorandum of Understanding 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 **UniSHAMS** or **IAIN SYEKH NURJATI CIREBON**, 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 UniSHAMS:

Vice Chancellor
Office of Vice Chancellor
Universiti Islam Antarabangsa Sultan Abdul Halim Mu'adzam Shah
Level 4, Chancellery Building Canselori,
Universiti Islam Antarabangsa Sultan Abdul Halim Mu'adzam Shah
09300, Kuala Ketil, Kedah Darul Aman.

Tel. : 04-415 5002
E-mail : nc@unishams.edu.my
c.c e-mail : legal@unishams.edu.my

To INSTITUT AGAMA ISLAM NEGERI SYEKH NURJATI CIREBON :

Rector
Institut Agama Islam Negeri (IAIN) Syekh Nurjati Cirebon
Jl. Perjuangan By Pass Sunyaragi, Kota Cirebon, Jawa Barat, Indonesia 45132

Tel. : (0231) 489926
E-mail : rektor@syekhnurjati.ac.id
c.c E-mail : iop@syekhnurjati.ac.id

ARTICLE VIII
E-COMMUNICATION

The Parties acknowledge and agree that electronic communication is an acceptable method of correspondence and communicating information between the Parties without having to communicate the same on paper and will hold the same force and effect as a document signed and inked on paper.

ARTICLE IX
CONFIDENTIALITY

9.1 Neither Party shall at any time publish or, disclose to any third party the contents of this Memorandum of Understanding or any Confidential Information of the other Party acquired pursuant to this Memorandum of Understanding without the written consent of the other Party.

9.2 For the purpose of this Memorandum of Understanding, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Memorandum of Understanding; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

9.3 The Parties shall keep secret all related Confidential Information or future plans of the Parties made available under or in connection with this Memorandum of Understanding or its implementation and shall not use or disclose any such Confidential Information or future plans, except:-

(i) where the use or disclosure of the Confidential Information is approved for release by the Party which disclosed the Confidential Information in the first place;

(ii) where the Confidential Information was already in the public domain or becomes so through no fault of the Party receiving the Confidential Information;

(iii) as is strictly necessary for the implementation of this Memorandum of Understanding on a "need-to-know" basis under an obligation of confidentiality to its employees, agents, consultants, legal counsel, accountants, banks and other financing sources and their advisors with prior consent of the Party whose information is being disclosed; or

(iv) as required under law, an order of court of competent jurisdiction or requirement of a governmental or regulatory authority.

9.4 The Parties hereby covenant and agree to keep confidential the Confidential Information and accordingly restrict the dissemination, circulation and supply of the Confidential Information or any part thereof only to the Parties' directors, employees or agents (hereinafter collectively referred to as "**the Representatives**") who are directly involved in and require the whole or any part of the Confidential Information to accomplish the purpose for which the same has been disclosed.

9.5 The Parties also shall take all steps to ensure and procure that none of the Representatives will do any act, matter or thing which, if done by one of the Party and/or the Representatives, would constitute a breach of the obligations of the Party under the terms of this Memorandum of Understanding and shall take all reasonable actions as are required to prevent unauthorized use or disclosure of and to protect the confidentially of the Confidential Information.

9.6 All obligations of Confidentiality under this Article shall survive the termination or expiry of this Memorandum of Understanding.

ARTICLE X
DISPUTE RESOLUTION

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 first be discussed through mutual consultation and/or negotiations between the parties.

ARTICLE XI
NAME, OFFICIAL EMBLEM AND LOGO

11.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "**Brand Materials**") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

11.2 Any use of the Brand Materials for the purposes stated in sub-article 11.1 above shall first obtain the written consent of the other Party, shall comply with all conditions set by the other Party on the use of its Brand Materials and shall not be used for any illegal purpose / activity or contravene to any law.

ARTICLE XII

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order, public health or Party's interest to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party.

ARTICLE XIII

DISCLAIMER

Each Party shall be solely responsible for its own acts and omissions (and the acts and omissions of its directors, employees, consultants and other agents) and no Party shall have the authority nor shall it purport to act for, or legally bind the other Party in a transaction with a third party except as authorised in writing by the Parties.

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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, hereunto have executed this Memorandum of Understanding on the year and date first above written.

SIGNED BY
for and on behalf of
UNISHAMS SDN.BHD.
(Company Registration No. : 200301002054 / 604474-X)
(UNIVERSITI ISLAM ANTARABANGSA SULTAN ABDUL HALIM MU'ADZAM SHAH)

.....
PROF. DR ASMADI BIN MOHAMED NAIM
Vice Chancellor
Universiti Islam Antarabangsa Sultan Abdul Halim Mu'adzam Shah (UniSHAMS)

In the presence of,

.....
PROF. MADYA DR. WAN NAZJMI BIN MOHAMED FISOL
Deputy Vice Chancellor (Academic and International Affairs)
Universiti Islam Antarabangsa Sultan Abdul Halim Mu'adzam Shah (UniSHAMS)

SIGNED BY
for and on behalf of
IAIN SYEKH NURJATI CIREBON
(University Registration No.: E/279/2001)
(INSTITUT AGAMA ISLAM NEGERI (IAIN) SYEKH NURJATI CIREBON)

.....
DR. H. SUMANTA, M.Ag
Rector
Institut Agama Islam Negeri (IAIN) Syekh Nurjati Cirebon

In the presence of,

.....
DR. H. ILMAN NAFI'A, M.Ag
Vice Rector III
(Student and Partnership Affairs)
Institut Agama Islam Negeri (IAIN) Syekh Nurjati Cirebon