

**MEMORANDUM OF UNDERSTANDING
(MOU)**

BETWEEN

UNIVERSITI SAINS ISLAM MALAYSIA

AND

UNIVERSITAS MUHAMMADIYAH JAKARTA

THIS MEMORANDUM OF UNDERSTANDING is made on 20th day of April, 2021

BETWEEN

UNIVERSITI SAINS ISLAM MALAYSIA, an institution of higher learning incorporated under the Universiti Sains Islam Malaysia (Incorporation Order) 2007 [P.U. (A) 31/2007] and established under the Universities and University Colleges Act 1971 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 MUHAMMADIYAH JAKARTA, a private university established under Central Board of Muhammadiyah whose address is at Jalan KH Ahmad Dahlan, Cireundeu, Ciputat, Jakarta Selatan - Indonesia (hereinafter referred to as "**UMJ**") and will include its lawful representatives and permitted assigns on the other part;

USIM and **UMJ** shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS:

- A. **USIM** is an established public university in Malaysia which strives to enhance and strengthen its tertiary-level education training in a wide spectrum of academic disciplines via various collaborative arrangements with other parties.
- B. **UMJ** is an established private university which strive to enhance and strengthen its education and community service and has taken various initiative to achieved university research and its educational excellence and had entered into various collaborative arrangements with other parties to enhance networking
- 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 I
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, will endeavour to strengthen, promote and develop on a basis of direct cooperation and collaboration in the field of research, education and in training programs on the basis of equality and mutual benefit.

ARTICLE II

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 in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:
 - a) exchange of publications, information, and other educational and research materials;
 - b) collaboration of faculty and research scholars;
 - c) cooperation in the implementation of student internship, study abroad and exchange programs;
 - d) joint research in the field of medicine and health science, sciences and technology, economic, leadership, management, language and communication, syariah and law, islamic studies, engineering, counseling and social work;
 - e) knowledge sharing on integration of naqli knowledge (relevational sciences) and aqli knowledge (rational sciences);
 - f) professional meetings for education and research;
 - g) staffand/or students exchange;
 - h) staff and faculty development;
 - i) program exchanges for university management and advancement; and
 - j) any other areas of co-operation 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, the Parties will enter into a legally binding 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 III

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 IV
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 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 or so to constitute either Party as the agent of the other.

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

ARTICLE VII
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 **UMJ**, 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: **UNIVERSITI SAINS ISLAM MALAYSIA**

Attn. : Dr. Norhayati Rafida Abdul Rahim
Position : Head of Communication Programme
Address : Universiti Sains Islam Malaysia,
Bandar Baru Nilai, 71800 Nilai,
Negeri Sembilan Darul Khusus, Malaysia
Tel: +606-7988000
Fax : +606-7988204
Mobile Phone : +6011-35544639

e-mail : norhayati@usim.edu.my

To: **UNIVERSITAS MUHAMMADIYAH JAKARTA**

Attn. : Endang Zakaria (Mr.)

Position : Head of International Relations Office

Address : Jalan. K.H Ahmad Dahlan, Cireundeu, Ciputat Timur,
Jakarta Selatan - INDONESIA

Tel : +62-21-7401894 / 7492862

Fax : +62-21-7430756

Mobile Phone: +62-812.10.777.647

e-mail : end.zakaria@umj.ac.id

ARTICLE VIII
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 IX
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 X
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.

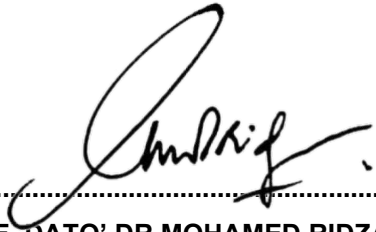
(END OF CLAUSE)

The foregoing record represents the understandings reached between the **UNIVERSITI SAINS ISLAM MALAYSIA** and **UNIVERSITAS MUHAMMADIYAH JAKARTA** upon the matters referred to therein.

Signed in duplicate at Jakarta on this 20 day of April, in this year of 2021, in two (2) original texts, each in English language, all texts being equally authentic, by the authorized signatories on behalf of the Parties.

For and on behalf of

UNIVERSITI SAINS ISLAM MALAYSIA



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PROF. DATO' DR MOHAMED RIDZA WAHIDDIN
Vice Chancellor
Universiti Sains Islam Malaysia

**UNIVERSITAS MUHAMMADIYAH
JAKARTA**



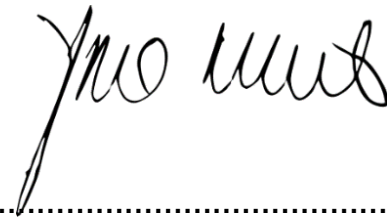
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DR. ENDANG SULASTRI, M.SI
Rector
Universitas Muhammadiyah Jakarta

In the presence of:



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DATO' MUHAMMAD HAIZUAN ROZALI
Registrar
Universiti Sains Islam Malaysia

In the presence of:



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DR. MA'MUN MUROD, M.SI
Dean
Faculty of Social and Political Sciences
Universitas Muhammadiyah Jakarta