

# MEMORANDUM OF UNDERSTANDING

between



**UNIVERSITI KEBANGSAAN MALAYSIA**

and



**UNIVERSITAS ISLAM NEGERI IMAM BONJOL  
PADANG, INDONESIA**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITI KEBANGSAAN MALAYSIA  
AND  
UNIVERSITAS ISLAM NEGERI IMAM BONJOL PADANG, INDONESIA**

**THIS MEMORANDUM OF UNDERSTANDING** is made on this 17<sup>th</sup> day of May 2023

**Between**

**UNIVERSITI KEBANGSAAN MALAYSIA**, an institution of higher learning established under the Universities and University Colleges Act 1971 [Act 30], and having its address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA (hereinafter referred to as "**UKM**") of the one part,

**And**

**UNIVERSITAS ISLAM NEGERI IMAM BONJOL PADANG**, a university under Islamic higher education based on Presidential Regulation Number 35 of 2017, and having its address at Jl. Prof. Mahmud Yunus Lubuk Lintah, Anduring, Kec. Kuranji, Padang City, West Sumatra, 25153, INDONESIA (hereinafter referred to as "**UINIBP**"), of another part

**UKM** and **UINIBP** shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

**WHEREAS:**

- A. **UKM** is one of five research universities in Malaysia with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UKM** has established partnerships with various organizations. **UKM** through its faculties and institutes offers undergraduate and postgraduate courses in various fields. **UKM**, for the purpose of this Memorandum of Understanding, is being represented by its Faculty of Islamic Studies.
- B. **UINIBP**, as the coordinator of Islamic higher education has an important and strategic position in Indonesia where the majority of the population is Muslim. Based on Government Regulation Number: 33 of 1985, concerning Principles of UIN Organisation that the existence of **UINIBP** already has a strong legal basis as a State Islamic Higher Education institution which is equivalent to State Public Higher Education, both in the area of status, organisational structure, academic management, administrative and so forth.
- 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.



- D. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavor to ensure the success of this Memorandum of Understanding.

**NOW THE PARTIES HEREBY AGREE AS FOLLOWS:**

**ARTICLE 1  
SCOPE OF COOPERATION**

- 1.1 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 academic and research cooperation, training and cultural dissemination between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** and the list of faculties/institutions/college involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.
- 1.4 Any specific areas of cooperation arising out of this Memorandum of Understanding will be arranged by the Parties with the related faculty/department and will be determined hereinafter in a separate agreement.

**ARTICLE 2  
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

- 2.1 The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinators will serve as the contact person on campus, being responsible for implementing the decisions and ensuring that necessary approvals are in place to carry out the activities, and overseeing the implementation of the decisions and programmes pursuant to the scope of this Memorandum of Understanding as set out in Article 1.
- 2.2 In order to enable the planning and implementation of the activities/programmes listed in **Appendix A**, meetings, mutual visits and research workshops between both Parties will be conducted, where deemed necessary.
- 2.3 In the implementation of this Memorandum of Understanding, the Parties agree to cooperate within the limits of their authority, capacity, and available resources without disrupting and affecting the respective institutions.

**ARTICLE 3**  
**FINANCIAL ARRANGEMENT**

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on a specific budget.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be discussed and agreed upon prior to the initiation or commencement of the collaborative research or services rendered and on a case-by-case basis under separate agreements.

**ARTICLE 4**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and in-line with other international agreements signed by the government or the authorised organisation in the Parties' country.
- 4.2 The use of the name, logo and/or official emblem of **UKM** or **UINIBP** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.
- 4.3 The intellectual property rights in respect of any technological development, products and services development, developed –
  - i. jointly by the Parties, or any research results obtained through the joint activity effort of both the Parties, shall be addressed on a case-by-case basis under separate written agreements;
  - ii. solely and separately by **UKM** or **UINIBP**, or any research results obtained through the sole and separate effort of **UKM** or **UINIBP**, as the case may be, shall be solely owned by the Party concerned; and
  - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.



- 4.4 The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

**ARTICLE 5**  
**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 6**  
**REVISION, MODIFICATION AND AMENDMENT**

- 6.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 6.2 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 6.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 6.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**ARTICLE 7**  
**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 8**  
**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

**ARTICLE 9  
DURATION AND TERMINATION**

- 9.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of three (3) years subject to review and modification as mutually agreed upon.
- 9.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 9.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to its termination date. Termination shall be without penalty.
- 9.4 Such notice of termination does not affect any programmes, activities and/or individual students who have already commenced or been accepted by either Party.

**ARTICLE 10  
NOTICES**

Any communications 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 **UKM** or **UINIBP**, 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 UKM:**

Dean  
Faculty of Islamic Studies  
Universiti Kebangsaan Malaysia  
43600 UKM Bangi  
Selangor Darul Ehsan  
MALAYSIA

Attention : Prof. Dr. Mohd Nasran Mohamad  
Telephone : +603 – 8921 6988  
Facsimile : +603 – 8921 6990  
Email : dfpi@ukm.edu.my



**To UINIBP:**

Dean  
Faculty of Economic and Islamic Business  
Universitas Islam Negeri Imam Bonjol Padang  
Jl. Prof. Mahmud Yunus Lubuk Lintah  
Anduring  
Kec. Kuranji  
Padang City  
West Sumatra 25153  
INDONESIA

Telephone : +00628126619022  
Email : admin\_febi@uinib.ac.id

**ARTICLE 11  
RELATIONSHIP OF THE PARTIES**

- 11.1 The Parties record that it is not their intention that this Memorandum of Understanding creates any partnership, agency or other relationship between them under which either Party might be deemed to be responsible for the acts or omissions of the other Party and this Memorandum of Understanding should not be construed as to render the Parties liable as partners or as creating any partnership, agency or other similar relationship.
- 11.2 Notwithstanding anything in this Memorandum of Understanding, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time.

**ARTICLE 12  
FORCE MAJEURE**

No Party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Memorandum of Understanding for its delay, failure or inability to meet any of its obligations under this Memorandum of Understanding (other than any obligation to pay money as mutually agreed in writing) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Memorandum of Understanding.

**ARTICLE 13**  
**CONFIDENTIALITY**

The Parties acknowledge that information of a confidential nature may be exchanged in the course of discussions undertaken pursuant to this Memorandum of Understanding and each Party hereby agree not to disclose any confidential matter which may be come into its knowledge or possession.

**ARTICLE 14**  
**GENERAL**

- 14.1 Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 14.2 Neither Party may make false or misleading representations or statements in relation to this Memorandum of Understanding.
- 14.3 Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without the other party's prior written approval.
- 14.4 Both Parties subscribe to the policy of equal opportunity and will not discriminate based on gender, age, disability, race, colour, religion, marital status, veteran's status, national or ethnic origin or sexual orientation.
- 14.5 The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.
- 14.6 Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.

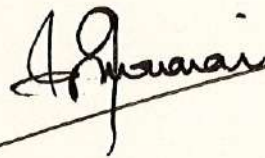
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**IN WITNESS WHEREOF**, the undersigned being duly authorised thereto, have signed this Memorandum of Understanding on the day and year first above written in two (2) original texts, both texts being equally authentic.

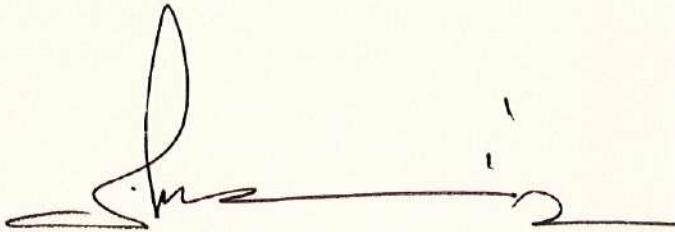
Signed for and on behalf of  
**UNIVERSITI KEBANGSAAN MALAYSIA:**

**PROF. DATO' GS. TS. DR.  
MOHD. EKHWAN HJ. TORIMAN**  
Vice-Chancellor  
Universiti Kebangsaan Malaysia

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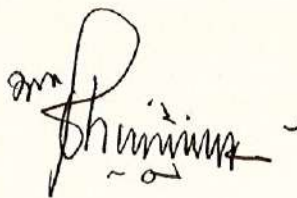
In the presence of:

**ASSOC. PROF. DR. AHMAD SUNAWARI LONG**  
Dean  
Faculty of Islamic Studies  
Universiti Kebangsaan Malaysia

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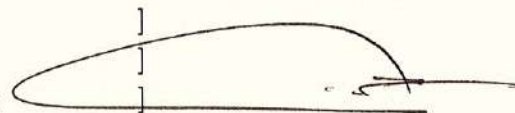
Signed for and on behalf of  
**UNIVERSITAS ISLAM NEGERI IMAM BONJOL  
PADANG, INDONESIA:**

**PROF. DR. HJ. MARTIN KUSTATI, M.PD**  
Rector  
Universitas Islam Negeri Imam Bonjol Padang

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In the presence of:

**DR. AHMAD WIRA**  
Dean  
Faculty of Economic and Islamic Business  
Universitas Islam Negeri Imam Bonjol Padang

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## APPENDIX A

### THE LIST OF ACTIVITIES BETWEEN UNIVERSITI KEBANGSAAN MALAYSIA AND UNIVERSITAS ISLAM NEGERI IMAM BONJOL PADANG

Based upon principles of international educational exchange (mutual respect and benefit, co-operation, collaboration, and understanding), Universiti Kebangsaan Malaysia (UKM) and Universitas Islam Negeri Imam Bonjol Padang (UINIBP) agree to explore the following collaborative activities:

1. Collaboration on research and publication;
2. Exchange of information on best practices, knowledge and expertise;
3. Exchange of students and academicians through mobility programme/attachment;
4. Collaboration in the organisation of international conferences, seminars, webinars, workshops, discourses, and other related activities; and
5. Other areas of mutual interest in which both parties have mutually agreed from time to time.

#### TERMS OF CO-OPERATION

The terms of co-operation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon by both Parties prior to the initiation of that activity.

The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.

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# Certificate

Nomor: B.216/UN.13/FTK/PP.00.9/11/2019



This Certificate is awarded to:

**Prof. Dato' Dr. Ab. Halim Bin Tamuri**

For Participant as:

**PRESENTER**

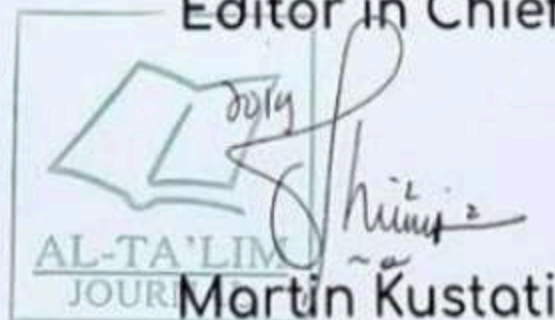
International Conference on Islamic Education "Challenges for Future Hopes"  
at Grand Inna Hotel Convention & Exhibition - November 28<sup>th</sup>- 29<sup>th</sup>, 2019

Dean



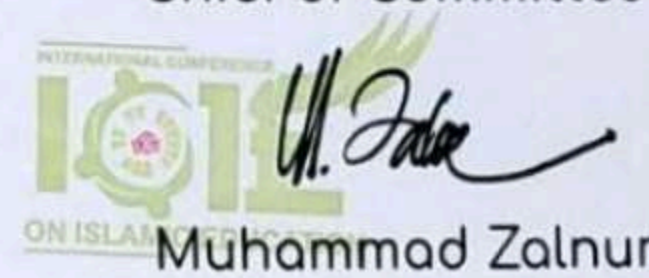
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Editor in Chief



Martin Kustati

Chief of Committee



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