



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE ISLAMIC UNIVERSITY (UIN) SUNAN KALIJAGA, YOGYAKARTA  
INDONESIA  
AND  
KOLEJ UNITI MALAYSIA**

This Memorandum of Understanding (MoU) is entered into and executed in Yogyakarta, on Monday, 23 May 2019 (23/05/2019) by and between:

**UNITI KOLEJ MALAYSIA**, a Higher Education Institution accredited by the Ministry of Education which was established in 1997, is recognized nationally and internationally for excellence in education and a history of collaboration with many leading institutions in academic matters and educational exchange, located at Kompleks UNITI, 71250 Pasir Panjang Port Dickson, Negeri Sembilan MALAYSIA, represented by its **CEO, EN. AMIR HAMZAH B MD ISA** and hereinafter referred to as **“UNITI”**.

And

**STATE ISLAMIC UNIVERSITY (UIN) SUNAN KALIJAGA YOGYAKARTA INDONESIA**, an institution of higher education under the Ministry of Religious Affairs which was established in 1951 and is recognized as a world class university in Islamic Studies, having its address at Jl. Marsda Adisucipto No.1 Yogyakarta, INDONESIA, 55281, represented by the **RECTOR, PROF. DRS. K.H. YUDIAN WAHYUDI, M.A., PH.D.** and hereafter referred to as **“UIN”**

UIN and UNITI hereinafter referred to as “the Parties”.

**Recognizing** the importance of principles of higher education, research and training in the regional development of each country.

**Desiring** to enhance bilateral cooperation in the field of higher education, research and training in accordance with respective national laws and regulations.

## **ARTICLE 1 OBJECTIVES**

The objective of this Memorandum of Understanding (MoU) is to promote, strengthen and develop mutual cooperation in education, research and training on a reciprocal basis, for the advancement of knowledge and intellectual development.

## **ARTICLE 2 SCOPE OF COOPERATION**

Both institutions will inter alia:

1. Facilitate the exchange of researchers, academic personnel, and students. The details of the programs will be specified in a separate agreement between the sending and receiving educational institutions.
2. Facilitate the exchange of literature, research findings, and other related publications.
3. Encourage participation in educational congresses, conferences, workshops, symposiums, training courses and exhibits and other activities related to the objectives of this MoU.
4. Promote appropriate joint research projects and joint courses of study, with particular emphasis on internationally funded projects.
5. Invite the other, when appropriate, to participate in scientific discussions, visits and conferences, and to assist in the development and activities of specialized research centers within each institution.
6. Conduct cultural projects, as mutually agreed in writing between the parties, prior to commencement of this activity.
7. Conduct study tours or study visits, as mutually agreed in writing between the parties, prior to the commencement of this activity.
8. Any other areas of cooperation to be mutually agreed upon by the Parties.

**ARTICLE 3  
IMPLEMENTATION**

The Parties shall implement the MoU through specific arrangements, program or projects subject to the available funds of the Parties, the details of which shall be agreed upon in an agreement to be signed by the parties:

1. Either UIN or UNITI shall use its best endeavor to provide all and any required teachers, teaching facilities, including classrooms and other facilities such as internet connection and library.
2. Matters arising from and in relation to the implementation of the collaboration based on this MoU shall be discussed, negotiated and dealt between the two parties.

**ARTICLE 4  
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
  - a) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - b) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely by the Party concerned.

**ARTICLE 5  
CONFIDENTIALITY**

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.

2. For purposes of paragraph 1 above, such documents, 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 which are 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.
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 6 SUSPENSION**

Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this memorandum of Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channel.

## **ARTICLE 7 SETTLEMENT OF DISPUTE**

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 be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

## **ARTICLE 8 CORRESPONDENCE AND NOTICES**

Any communication on correspondence shall be in writing in the English or Indonesian language and delivered by registered mail to the address or sent to the electronic mail address of UNITI.

### **KOLEJ UNITI MALAYSIA**

Attention to : En. Amir Hamzah B Md Isa / Hj Ramlan Hj Naim  
Address : at Kompleks UNITI, 71250 Pasir Panjang Port Dickson,  
Negeri Sembilan MALAYSIA  
Phone Number : +6019-3396670(En Amir) / +6012-6080950(Hj Ramlan)  
+6281316168700 (Uniti Jogja)  
E-mail : [amir@uniti.edu.my](mailto:amir@uniti.edu.my) / [mipoceanic@gmail.com](mailto:mipoceanic@gmail.com) / [unitijogjaoffice@gmail.com](mailto:unitijogjaoffice@gmail.com)

UIN SUNAN KALIJAGA YOGYAKARTA, INDONESIA

Attention to : Dr. Achmad Uzair (Head of Center for Developing  
Cooperation and International Affairs

Address : Jl. Marsda Adisucipto No.1 Yogyakarta, INDONESIA  
55281

Phone Number : +62 274 512474, +62 274 589621

E-mail : io@uin-suka.ac.id

**ARTICLE 9  
DURATION AND TERMINATION**

1. This MoU shall be effective for a period of 5 (five) years and may be extended for the same period by mutual consent of the Parties.
2. The termination of this MoU shall not affect the validity and duration of any arrangements, programs, activities or projects made under this MoU until the completion of such arrangements, programs, activities or projects, unless it is agreed to be terminated upon by the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective universities, has signed this Memorandum of Understanding in two original texts; in English, and *Indonesian* Language.

**KOLEJ UNITI MALAYSIA,**



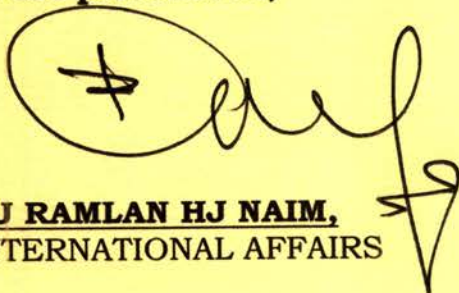
**EN AMIR HAMZAH B MD ISA,**  
CEO UNITI KOLEJ MALAYSIA

**UIN SUNAN KALIJAGA YOGYAKARTA,  
INDONESIA,**



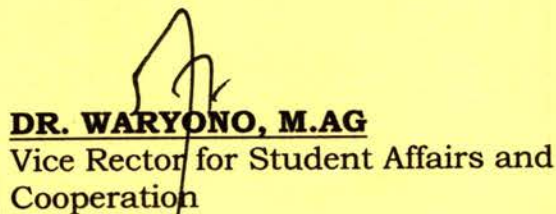
**PROF. DR. K.H YUDIAN WAHYUDI, M.A., PH.D**  
RECTOR

**In the presence of,**



**HJ RAMLAN HJ NAIM,**  
INTERNATIONAL AFFAIRS

**In the presence of,**



**DR. WARYONO, M.AG**  
Vice Rector for Student Affairs and  
Cooperation