



UNIVERSITI SAINS ISLAM MALAYSIA  
جامعة العلوم الإسلامية الماليزية  
ISLAMIC SCIENCE UNIVERSITY OF MALAYSIA



UMSURABAYA

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITI SAINS ISLAM MALAYSIA**

**AND**

**UNIVERSITAS MUHAMMADIYAH  
SURABAYA**

**THIS MEMORANDUM OF UNDERSTANDING** is made on the 14<sup>th</sup> day of May 2014



**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 SURABAYA** an institution of higher learning under the decree of Minister of Education and Culture of the Republic of Indonesia No. 0141/O/1984 and having its correspondence address at Jln. Sutorejo No. 59 Surabaya 60113, Indonesia (hereinafter referred to as "**UMSURABAYA**") and will include its lawful representatives and permitted assigns on the other part;

**USIM** and **UMSURABAYA** 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. **UMSURABAYA** is an established private University in Indonesia which strives to achieve excellence in intellectuality, morality and entrepreneurship.

- 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) Joint education programs;
  - (b) Joint research and development projects;
  - (c) Joint workshops and training programmes ;
  - (d) Exchange of Staff;
  - (e) Exchange of Students; and
  - (f) Any other co-operation that mutually agreed upon by the Parties.
  
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 One (1) year.
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 **UMSURABAYA**, 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**

**DEPUTY VICE-CHANCELLOR  
(ACADEMIC & INTERNATIONAL)**  
Universiti Sains Islam Malaysia,  
Bandar Baru Nilai,  
71800 Nilai,  
Negeri Sembilan Darul Khusus, Malaysia  
Tel: +06-798 8015  
Fax : +06-799 2834  
Email: tnc.aa@usim.edu.my

To: UNIVERSITAS MUHAMMADIYAH SURABAYA

**VICE RECTOR III  
(STUDENT AFFAIRS AND INTERNATIONAL  
COOPERATION)**

Universitas Muhammadiyah Surabaya,  
Jln. Sutorejo No 59 Surabaya 60113  
Jawa Timur , Indonesia  
Tel: +62-31--3811966  
Fax: +62-31-3813066  
Email: kui.umsurabaya@gmail.com

***(END OF CLAUSE)***



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

Signed in duplicate at 14<sup>th</sup> day of May ,in this year of 2014, in four (4) original texts, each in English language, all texts being equally authentic, by the authorized signatories on behalf of the Parties.

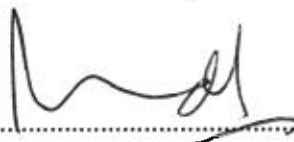
For and on behalf of

**UNIVERSITI SAINS ISLAM MALAYSIA**



**PROFESSOR DATO' DR. ASMA ISMAIL**  
Vice-Chancellor  
Universiti Sains Islam Malaysia

In the presence of



**MUHAMMAD HAIZUAN ROZALI**  
Registrar  
Universiti Sains Islam Malaysia

For and on behalf of

**UNIVERSITAS MUHAMMADIYAH  
SURABAYA**



**Dr. dr. SUKADIONO, MM**  
Rector  
Universitas Muhammadiyah Surabaya

In the presence of:



**Dr. A. AZIZ ALIMUL HIDAYAT, S.Kep.,Ns  
M.Kes**  
Vice Rector for academic Affairs  
Universitas Muhammadiyah Surabaya