

MEMORANDUM OF UNDERSTANDING

BETWEEN



**UNIVERSITAS ISLAM NEGERI SUNAN KALIJAGA
YOGYAKARTA**

AND



UNIVERSITI TEKNIKAL MALAYSIA MELAKA

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MoU”) is made on the day of 2023.

BETWEEN

UNIVERSITAS ISLAM NEGERI SUNAN KALIJAGA YOGYAKARTA, a state university which for the purpose of this MoU (“hereinafter referred to as “**UIN SUKA**”), and having its address at Jalan Marsda Adisucipto, Sleman, Daerah Istimewa Yogyakarta 55281, Indonesia of the one part;

AND

UNIVERSITI TEKNIKAL MALAYSIA MELAKA, as institution of higher education established under Universities and University Colleges Act, 1971 [Act 30] and having its address at Hang Tuah Jaya, 76100 Durian Tunggal, Melaka, Malaysia (hereinafter referred to as “**UTeM**”) of the other part.

UIN SUKA and **UTeM** shall hereinafter be individually referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS :

- A. **UIN SUKA** is a public university, offering undergraduate and post-graduate degree programs in the field of engineering, science and technology, Islamic related studies, law, humanity, education, economic.
- B. **UTeM** is a public university, offering diploma, undergraduate and post-graduate degree programs in the technical fields especially engineering, engineering technology, information technology and techno-entrepreneurship courses.

- C. Pursuant thereto, the Parties are desirous of entering this MoU to recognize the need to promote and strengthen the cooperative relationship between the Parties and to promote mutual cooperation in the areas of education and training on the basis of reciprocity and mutual benefit for both Parties.

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING :

ARTICLE 1

OBJECTIVE

The Parties, subject to the terms of this MoU and the applicable laws, rules, regulations and national policies in force in Malaysia and Indonesia, will endeavor to strengthen, promote and develop research, technical co-operation, continuing education and community services between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF CO-OPERATION

Each Party will, subject to the applicable laws, rules, regulations, procedure and national policies from time to time in force governing the subject matter of training and education in Indonesia and Malaysia, endeavor to take necessary steps to encourage and promote cooperation in the following areas :

- a) **Sharing of expertise** in developing new academic programs as well as sharing of latest and innovative teaching and learning materials and techniques;
- b) **Co-operation in academic publication** in the form of joint authorship in the high indexed and nationally accredited journals;
- c) **Co-operation in supervising** undergraduate final year project and post-graduate students;

- d) **Exchange of academic staff as well as students** in the course of academic development to address problems relating to area of science, engineering and technology;
- e) **Collaboration in research and development** through joint research grants and specialized training;
- f) Share expertise through consultancy and training in **community service development projects**; and
- g) Carry out any other **forms of co-operation** as may be jointly agreed by the Parties in writing or mutual agreement.

ARTICLE 3

IMPLEMENTATIONS

- 3.1 The Parties agree that the cooperation under this MoU may be carried out in the manner agreed upon by the Parties.
- 3.2 The progress and results achieved from the implementation of this MoU will be reviewed from time to time, as deemed necessary by the Parties. For this purpose, both Parties shall ensure that reports on the implementations and the summary details will be made available to either Party on request.

ARTICLE 4

JOINT WORKING GROUP

- 4.1 The Parties shall, for the purpose of this MoU, establish a Joint-Working Group to facilitate the cooperation by overseeing the smooth implementation of this MoU, as specified in **Schedule A** herein.
- 4.2 The Joint Working Group shall consider ways and means to promote the aforesaid objective and to ensure the proper coordination and implementation of its decision and/or recommendation.

- 4.3 In order to implement the scope of cooperation, the Joint Working Group shall be responsible for :
- (a) Monitoring the activities and programs implemented pursuant to this MoU; and
 - (b) Negotiating difficulties and problems arising from the interpretation or implementing or application of this MoU and shall be in accordance to the provisions in Article 12 of this MoU.
- 4.4 The Joint Working Group shall be co-chaired by a person to be identified by UIN SUKA and a person to be identified by UTeM. The composition and procedure of the Joint Working Group shall be determined by the Parties.
- 4.5 Parties shall mutually decide when the Joint Working Group will be meeting to review the implementation of this MoU.
- 4.6 Either Party may request in writing a revision, modification or amendment of all or any members of this Joint Working Group. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and will form part of this MoU.
- 4.7 Upon agreement and negotiations, the activities concerned shall be implemented on a project by project basis subject to the execution of a legally binding specific project agreement (hereinafter referred to as "**Specific Project Agreement**").
- 4.8 If it is necessary to purchase apparatus or equipment to complete any activity or project under this MoU, either Party may present a list of its requirements to the other Party in writing. The Parties shall then enter into a relevant purchasing agreement subject to and upon the terms mutually agreed upon by the Parties.

- 4.9 Both Parties shall endeavour to facilitate all formalities in connection with the preparation, negotiation and implementation of activities within the framework of this MoU and shall maintain close and direct contact.
- 4.10 Specific projects initiated under this MoU whilst this MoU is in operation shall continue until termination of the relevant specific project agreement and shall continue to remain in force even after expiry or earlier termination of this MoU.

ARTICLE 5

FINANCIAL ARRANGEMENTS

- 5.1 The cost of the cooperative activities under this MoU shall be funded on such terms and conditions to be mutually agreed upon by the Parties on a "case by case" basis subject to the availability of funding such activities.
- 5.2 Notwithstanding anything in Article 5.1 above, expenses for organizing the meetings of the Joint Working Group, if any, shall be borne by the Party hosting the meetings. The Party which is sending its representatives for the participation in the meetings of the Joint Working Group, if any, shall bear its own travelling and accommodation expenses.

ARTICLE 6

CONFIDENTIALITY

- 6.1 Each party shall strictly observe and comply with the confidentiality and secrecy of all documents, information and any other data received from, or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 6.2 For the purposes of Article 6.1 above, "Confidential Information" shall mean any information that: (i) is disclosed by the party which discloses such information

(Disclosing Party*) to the party which receives such information (Receiving Party*) pursuant to this Agreement, which is included in materials (including but not limited to documents or other tangible form such as electronic media in which electrical data is stored and e-mail) clearly indicated as being confidential; or (ii) is designated as being confidential by the Disclosing Party to the Receiving Party orally or by other means than the foregoing (i); provided, however, that the information set forth in the preceding item (ii) shall be excluded from Confidential Information unless the Disclosing Party notifies in writing the Receiving Party, within thirty (30) days from the time of the disclosure, of such Confidential Information and that such information is Confidential Information.

- 6.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU for a period of **one (1) year** commencing from the date of the termination or expiration of the MoU.
- 6.4 The obligation of this confidentiality shall not apply under any and all of the following circumstances :
- (a) where the Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the records of the Receiving Party;
 - (b) where the Confidential Information is now or hereafter becomes available to the public in the form of a printed publication through no breach of this MoU;
 - (c) where the Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; and

- (d) where the Confidential Information is required by law to be disclosed

ARTICLE 7

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 7.1 The protection of the intellectual property rights shall be enforced in conformity with any existing applicable laws, rules and regulations relating to intellectual property rights.
- 7.2 The use of name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without prior written approval of the other Party.
- 7.3 Notwithstanding anything in paragraph 7.1 above, the intellectual property rights in respects of any technological development, products and services development, carried out :
- (a) jointly by the Parties or with 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 with research results obtained through the sole and separate effort of the Parties of with the use of any products which are proprietary to a Party, shall be solely owned by the Party concerned.
- 7.4 Either Party may transfer or assign its title or interest in whole or in intellectual property rights covered by this MoU to the other Party upon terms to be mutually agreed. Such transfer or assignment must be in writing and shall be effective only upon the written acceptance of the other Party.

ARTICLE 8
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 MoU which suspension shall take effect immediately after notification has been given to the Party.

ARTICLE 9
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 other.

ARTICLE 10
REVISION, MODIFICATION AND AMENDMENT

- 10.1 Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the Parties shall be reduced to writing and shall form part of this MoU.
- 10.2 Such revision, modification and amendment shall come into force on such date as may be determined by the Parties. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this MoU prior or up to the date of such revision, modification or amendment.

ARTICLE 11

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties arising out of the interpretation or implementation of application of any of the provisions of this MoU shall be settled amicably through mutual consultation or negotiation between the Parties without reference to any third party.

ARTICLE 12

EFFECT OF MEMORANDUM OF UNDERSTANDING

- 12.1 This MoU serves only as record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create legally binding obligation 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.
- 12.2 Notwithstanding anything in Article 12.1 above, Article 5 (Financial Arrangement), Article 6 (Confidentiality), Article 7 (Protection of Intellectual Property Rights), Article 8 (Suspension), Article 9 (No Agency), Article 10 (Revision, Modification and Amendment) and Article 11 (Settlement of Disputes) shall be binding on the Parties.

ARTICLE 13

NON-LIABILITY

To the fullest extent permitted by law, no Party shall be liable to the other Party pursuant to this MoU for any loss of profits, business interruption, loss of the business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by the first mentioned Party's negligence or breach of this MoU.

ARTICLE 14

NOTICES

Any communication under this MoU 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 the respective parties as shown below or to such other address or electronic mail 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 :

(a) UNIVERSITAS ISLAM NEGERI SUNAN KALIJAGA YOGYAKARTA :

Address : Dekan Fakultas Sains dan Teknologi, Universitas
Islam Negeri Sunan Kalijaga Yogyakarta, Jalan
Marsda Adisucipto, Sleman, Daerah Istimewa
Yogyakarta 55281, Indonesia.
Telephone : +62 274 519739
Email : fst@uin-suka.ac.id
Person in Charge : Dr. Khurul Wardati, M.Si.

(b) UNIVERSITI TEKNIKAL MALAYSIA MELAKA :

Address : Faculty of Mechanical and Manufacturing
Engineering Technology, Universiti Teknikal
Malaysia Melaka, Hang Tuah Jaya, 76100, Durian
Tunggal, Melaka
Telephone : +606-2701184
Email : Syahrul.azwan@utem.edu.my
Person in Charge : Ts. Dr. Syahrul Azwan bin Sundi @ Suandi

ARTICLE 15

E-COMMUNICATION AND SIGNATURE

The Parties hereby acknowledge the use of electronic communications and electronic signatures as equivalent to a written signature on paper. The Parties also acknowledge and agree that electronic communications are an accepted means of communication for communication of information between the Parties without any usage of papers. Any electronic communication and signature that has been transmitted or signed earlier, present and in the future, shall have the same authority and effect as the undersigned signature.

ARTICLE 16

MISCELLANEOUS

The Parties recognize that it is impracticable to make provisions for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this MoU shall operate between them with fairness and without detriment to the interest of any Party and that each Party shall use its best endeavors to ensure that full effect is given to the terms of this MoU in the spirit in which it was agreed.

ARTICLE 17

ENTRY INTO FORCE, DURATION AND TERMINATION

- 17.1 This MoU shall commence on the date of signature by the last signing Party and shall remain in force for a term of **five (5) years** or until the activities under Articles 1 and 2 of this Memorandum of Understanding have been completed or ended in accordance with Article 12 herein, whichever is earlier.
- 17.2 Specific projects initiated under this MoU whilst this MoU is in operation shall continue until termination of the relevant specific project agreement and shall continue to remain in force even after the expiry of this MoU.

- 17.3 This MoU may be extended for a further period at the instance of both Parties on the same or varied terms, as may be agreed in writing by the Parties.
- 17.4 Notwithstanding anything in this Article, either Party may terminate this MoU by notifying the other Party of its intention to terminate this MoU by a notice in writing given at least **three (3) months** prior to its intention to do so.
- 17.5 The termination of this MoU shall not affect the ongoing activities and/or programs and commitments, which have been agreed upon by the Parties prior to the date of the termination of this MoU.

ARTICLE 18

CONFLICT OF INTEREST

The Parties will take measures to ensure that no holder of both agencies, current or past, may derive any undue benefit from this MoU.

ARTICLE 19

GOVERNING LAW

This MoU will be interpreted pursuant to and in accordance with the laws of Malaysia.

ARTICLE 20

GOVERNING LANGUAGE

This MoU has been executed in English. If any translation of this MoU conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

(This portion is intentionally left blank)

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the Parties have signed this MoU.

SIGNED BY:

For and on behalf of

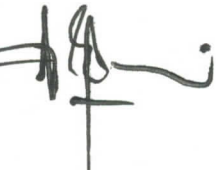
**UNIVERSITI TEKNIKAL MALAYSIA
MELAKA**

SIGNED BY:

For and on behalf of

**UNIVERSITAS ISLAM NEGERI SUNAN
KALIJAGA YOGYAKARTA**


**PROFESSOR DR. ZULKIFILIE BIN
IBRAHIM**



DR. ABDUR ROZAKI, S.AG., M.SI

**DEPUTY VICE CHANCELLOR
(ACADEMIC & INTERNATIONAL)**

Date:

Witnessed by:


**PROFESOR Ts. DR. EFFENDI BIN
MOHAMAD**
DEAN
**FACULTY OF MECHANICAL AND
MANUFACTURING ENGINEERING
TECHNOLOGY**

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

Date:

Witnessed by:



DR. KHURUL WARDATI

**DEAN, FACULTY OF SCIENCE AND
TECHNOLOGY**

SCHEDULE A
JOINT WORKING GROUP

UIN SUKA

1. Dr. Khusna Dwijayanti (Joint Working Group Lead)
2. Assoc. Prof. Dr. Khurul Wardati (Dean - Faculty of Science and Technology)
3. Assoc. Prof. Dr. Shofwatul Uyun
4. Dr. Arifah Khusnuryani
5. Assoc. Prof. Dr. Fathorrahman
6. Dr. Cahyono Sigit Pramudyo
7. Dr. Yandra Rahadian Perdana
8. Assoc. Prof. Dwi Agustina Kurniawati
9. Dr. Esti Wahyu Widowati

UTeM

1. Ts. Dr. Syahrul Azwan bin Sundi @ Suandi (Leader)
2. Dr Noor Irinah binti Omar
3. Ts. Dr. Nazri Huzaimi bin Zakaria
4. Dr. Ridhwan bin Jumaidin
5. Ts. Zolkarnain bin Marjom
6. Ts Dr Nor azazi bin Ngatiman
7. Dr Muhammad Zulkarnain
8. Encik Mohd Harris Fadhilah bin Zainudin
9. Dr Mohd Muzafar bin Ismail



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*

FPX TRANSACTIONS

No. Adjudikasi *Adjudication No.*

G01D291584XM002 (SALINAN 3/3)

Jenis Surat Cara

MEMORANDUM OF UNDERSTANDING

Type Of Instrument

SURAT CARA UTAMA

Tarikh Surat Cara

20/01/2023

*Date Of Instrument*Balasan *Consideration*

RM 0.00

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*

UNIVERSITAS ISLAM NEGERI SUNAN KALIJAGA YOGYAKARTA

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*

UNIVERSITI TEKNIKAL MALAYSIA MELAKA

Butiran Harta / Suratkara *Property / Instrument Description*

MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITAS ISLAM NEGERI SUNAN KALIJAGA YOGYAKARTA AND UNIVERSITI TEKNIKAL MALAYSIA MELAKA

LHDN
MALAYSIA

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	M0023A231082284
Tarikh Penyeteman <i>Date of Stamping</i>	22/03/2023
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 12

LEMBAGA HASIL DALAM NEGERI
MALAYSIA

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 22/03/2023 05:00:28Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintarThe authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani

This is a computer generated printout and no signature is required

— tamat/end —