



## MEMORANDUM OF UNDERSTANDING



Between

**WALISONGO STATE ISLAMIC UNIVERSITY, SEMARANG**

Herein represented by Prof. Dr. H. Muhibbin, M.Ag. as Rector  
and duly authorized thereto.

(hereinafter referred to as UIN Walisongo)

and

**CHIA NAN UNIVERSITY (CNU) TAIWAN**

herein represented by Mr. Jimmy Chen in his capacity as University Board Advisory of

**CHIA NAN UNIVERSITY (CNU) TAIWAN**

and duly authorized thereto.

(hereinafter referred to as "CNU TAIWAN")

Collectively referred to hereinafter as the "Parties" and individually as "Party"

### INTRODUCTION

Walisongo State Islamic University, Semarang ("UIN Walisongo") and Chia Nan University, Taiwan ("CNU TAIWAN"), in recognition of their common interests in developing bilateral relations and convinced that cooperation between institutes of higher learning contributes to cultural enrichment, scientific progress, and the consolidation of friendship between countries, agree to establish the following Memorandum of Understanding ("MoU") in order to strengthen the relationship between the Parties and in order to encourage cooperation between the Parties in the areas of education, collaborative research, consultancy services and human resources development.

In consideration of the promises and agreements contained herein, the Parties agree as follows:

### ARTICLE 1 PURPOSE AND OBJECTIVE

- 1.1. This MoU is a non-enforceable agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two Parties.
- 1.2. Each Party will be responsible for managing its own costs. Commitments of specific resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope of this MoU.
- 1.3. To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two Parties before work on any of the projects can commence.
- 1.4. This MoU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Party, its officers, employees, or agents against the other Party, its officers, employees, or agents.

- 1.5. Nothing in this MoU obligates either Party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two Parties.
- 1.6. Neither Party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other Party to this MoU.

## **ARTICLE 2 SCOPE OF ACTIVITIES**

- 1.1. The Parties intend to collaborate in related disciplines. The two Parties shall seek to promote:
  - i. Collaboration in education, collaborative research, consultancy services and human resource development.
  - ii. The exchange of staff in programmes to the mutual benefit of both Parties.
  - iii. The reciprocal exchange of students in programmes of the mutual benefit of both Parties.
  - iv. The provision of cultural and intellectual enrichment opportunities for staff and students of both Parties.
  - v. The acquisition of resources in order to realize the aforementioned activities. The aforementioned activities may include:
    1. Staff exchanges  
Staff exchange activities cover visits to either Party for any of the following purposes:
      - (i) Undertaking joint research;
      - (ii) Attachment of staff for purposes of curriculum development and review, attendance of courses and upgrading of teaching and research skills;
      - (iii) Participating in seminars, colloquia, and other types of academic discussions;
      - (iv) Contributing to teaching programmes;
      - (v) Co-supervising post-graduate students;
      - (vi) Conducting study tours and joint consultancy work.
    2. Student Exchanges  
Student Exchange activities (at undergraduate, graduate or postgraduate level) cover visits to either institute for any of the following purposes:
      - (i) Participating in research;
      - (ii) Participating in taught courses;
      - (iii) Participating in joint degrees, double degrees and courses;
      - (iv) Involvement in study tours.

## **ARTICLE 3 IMPLEMENTATION OF COOPERATION**

- 3.1. A detailed description of the scope of activities shall be defined in Memorandum of Agreement (MoA) on faculty level which for this purpose qualify as legally binding documents signed by both parties as Annex(es) to this MoU.
- 3.2. The two Parties acknowledge that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources.
- 3.3. All activities developed under the auspices of this MoU will comply with the procedures, policies and practices of each Party as well as the law and regulations of the host country.

3.4. Participating staff and students involved in any activities under this MoU must adhere to the law of the host countries and rules and regulations of the host Parties.

#### **ARTICLE 4 CONTRIBUTION BY INSTITUTES**

4.1. In accordance with the prevailing laws and regulations in Indonesia and Taiwan and subject to personnel and budget limitations, Parties shall:

- i) Seek finance of joint activities from sources available to them;
- ii) Provide necessary funding to assist in the implementation of activities;
- iii) Assign qualified experts and lecturers to assist in the implementation of activities under this MoU.

#### **ARTICLE 5 CONFIDENTIAL INFORMATION**

Both Parties acknowledge that all information which is labeled, at the time of input, by the disclosing Party, as "Confidential Information" and which has come or will come into the possession or knowledge of the receiving party, will be considered as confidential and proprietary information and the receiving Party undertakes not to disclose or divulge such information to other parties.

#### **ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS**

- 6.1. The Parties shall have title of patent rights, copy rights, and other intellectual property rights to any discoveries, inventions, and works resulting from this MoU. More specific agreements related to Intellectual Property Rights will be laid down in MoAs (see article 3)
- 6.2. The Parties shall have title and right to all data and research finding derived from and compiled during the implementation of activities under this MoU.
- 6.3. The Parties shall obtain written approval from each other for utilization and publication of the data and research findings.
- 6.4. The Parties shall mutually draw up material required for publications within the framework of the activities under this MoU.

#### **ARTICLE 7 AMENDMENTS, EFFECTIVE DATE, DURATION AND TERMINATION**

- 7.1. This MoU will become effective when signed by both Parties.
- 7.2. This MoU will remain in effect for five years from the signature date below. The MoU may be extended by written mutual consent of the Parties.
- 7.3. This MoU can be amended by mutual consent of the Parties. Any amendments to this MoU can only be made in writing and after consultation and mutual consent of the Parties. Such amendments, once approved by the Parties, will become part of this MoU.
- 7.4. The Parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MoU.
- 7.5. Either Party may terminate this MoU at any time by mutual consent or by six months written notice to the other Party.

#### **ARTICLE 8 NOTICES AND SETTLEMENT OF DIFFERENCES**

- 8.1. Any differing view point and interpretation of this MoU shall be settled amicably by mutual consultation or negotiation.

8.2. Any notice or request given or made by one of the Parties to the other Party under this MoU shall be in writing in the English language and shall be addressed to the appropriate office as is designated in writing hereinafter:

**WALISONGO STATE ISLAMIC UNIVERSITY, SEMARANG**

Address : Jl. Walisongo 3-5 Semarang, Indonesia 50185  
Phone : +62247604554  
Mail : uin@walisongo.ac.id

**CHIA NAN UNIVERSITY (CNU) TAIWAN**

International Office  
Address : No. 60, Sec.1, Erren Rd., Rende Dist., Tainan City 71710, (R.O.C)  
Phone : +886-6-2664911  
E-mail : huling0215@gmail.com

Walisongo State Islamic University and Chia Nan University welcome the establishment of this Memorandum of Understanding and jointly agree to the provisions as set out above. There will be two copies of this MoU equally valid, one for each institute, effective from the date of its signing.

WALISONGO STATE ISLAMIC UNIVERSITY,  
SEMARANG



Prof. Dr. H. Muhibbin, M.Ag. *MS*  
Rector  
Date:

CHIA NAN UNIVERSITY,



Mr. Jimmy Chen  
University Board Advisory  
Date :