UNIVERSITI SAINS ISLAM MALAYSIA
ISLAMIC SCIENCE UNIVERSITY OF MALAYSIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SAINS ISLAM MALAYSIA
(USIM)

AND

AL-HIKMAH UNIVERSITY, ILORIN
(HUD)

THIS MEMORANDUM OF UNDERSTANDING is made on the ..... day of 2015

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

AL-HIKMAH UNIVERSITY, a Conventional Private University by the Federal Government of Nigeria License No. 010 on 7th January, 2005 and having its correspondence address at Adeta Road, Ilorin, Nigeria (hereinafter referred to as "HUI") and will include its lawful representatives and permitted assigns on the other part;

USIM and HUI 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. HUI vision is to serve as fore-runner in the provision of quality University education of international standard and to be an educational institution where sound academic knowledge blends with moral and spiritual excellence.

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B. HUI vision is to serve as fore-runner in the provision of quality University education of international standard and to be an educational institution where sound academic knowledge blends with moral and spiritual excellence.

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) Exchange of Students
    b) Joint workshops and training programmes
    c) Joint research and development projects
    d) Joint education programs
    e) Exchange of Staff
    f) Collaboration in Publication
    g) Cooperation in Other Areas

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

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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.

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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 HUI, 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

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To: AL-HIKMAH UNIVERSITY, ILORIN

Vice-Chancellor
AL-HIKMAH UNIVERSITY, ILORIN
ADETA CAMPUS, ILORIN
NIGERIA
Tel: +2348035792497
Email: vc@alhikmah.edu.ng

(END OF CLAUSE)