RESEARCH COLLABORATION AGREEMENT

BETWEEN

UNIVERSITI ISLAM SELANGOR (UIS)

AND

UNIVERSITAS SULTAN MUHAMMAD SYAFIUDDIN SAMBAS (UNISSAS)

FOR THE RESEARCH TITLED:

LITERASI PENDIDIKAN UNDANG-UNDANG PERKAHWINAN SEBAGAI MEKANISME MENDIDIK PASANGAN MUDA: KAJIAN PERBANDINGAN MALAYSIA-INDONESIA

DATE: 1 OCTOBER 2026

KERAJAAN MALAYSIA

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

LHDN MALAYSIA

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.* T01K607708XB016

Jenis Surat Cara *Type Of Instrument* RESEARCH COLLABORATION AGREEMENT
SURAT CARA UTAMA

Tarikh Surat Cara *Date Of Instrument* 01/10/2026

Balasan *Consideration* RM 10,000.00

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
UNIVERSITI ISLAM SELANGOR, (365644-V)

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
UNIVERSITAS SULTAN MUHAMMAD SYAFIUDDIN SAMBAS (UNISSAS)

Butiran Harta / Suratcara *Property / Instrument Description*
TIDAK BERKENAAN

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 *Stamp Certificate No.*	B1160A260901648
Tarikh Penyeteman *Date of Stamping*	08/10/2026
Duti Setem Dikenakan *Amount of Stamp Duty*	RM 10.00
Penalti *Penalty*	RM 0.00
Pelarasan *Adjustment*	RM 0.00
Jumlah Dibayar *Total Amount Paid*	RM 10.00
Indorsemen *Indorsement (Akta Setem 1949)*	Seksyen 37, P.U.(A) 428/2021

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No. :* KK/BSKK/10/600-2/1/2(60)

Tarikh Cetak *Printed Date : 08/10/2026 04:13:08*

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The 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 ---

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This **RESEARCH COLLABORATION AGREEMENT** is made on the 1st October 2026 (hereinafter referred to as "this Agreement")

BETWEEN

UNIVERSITI ISLAM SELANGOR, a private institution of higher learning established under the Private Higher Educational Institutions Act 1996 [Act 555], with its campus address at Bandar Seri Putra 43000 KAJANG, SELANGOR (hereinafter referred to as "**UIS**") and shall include its lawful representatives and permitted assigns of the first party;

AND

UNIVERSITAS SULTAN MUHAMMAD SYAFIUDDIN SAMBAS, a private university established in Indonesia based on the Deed of Establishment of the University of Muhammadiyah North Sumatra, by the Muhammadiyah Central Leadership's Education and Teaching Council No. 2661/0/07/1974 dated May 28, 1974, located at Jalan Mukhtar Basri No. 3 Medan, 20238 Indonesia (hereinafter referred to as "**UNISSAS**") and including authorized representatives and permitted agents of the second party.

(**UIS** and **UNISSAS** hereinafter referred to singularly as the "the Party" and collectively as "the Parties")

WHEREAS

A. UIS is a private institution of higher learning established under the Private Higher Educational Institutions Act 1996 [Act 555].

B. UNISSAS is an Islamic higher education institution under the Ministry of Religious Affairs of the Republic of Indonesia, operating in Sambas Regency, West Kalimantan, Republic of Indonesia. The institution evolved from the establishment of the Islamic Education Training Center (BPI) at STAIN Pontianak in Sambas during the 2002/2003 academic year, before undergoing several stages of development as a higher education institution, namely as the Islamic Education College (STIT) in 2006, the Islamic Religious College (STAI) in 2010, and the Sultan Muhammad Syafiuddin Islamic Institute in 2014. On November 26, 2024, the institution was officially elevated to the status of Sultan Muhammad Syafiuddin University of Sambas (UNISSAS)

C. UNISSAS in this Agreement is represented by Dr. H Arnadi, M.Pd, in his capacity as Rector and therefore lawfully acting for and on behalf of Universitas Sultan Muhammad Syafiuddin Sambas.

D. In this collaboration Agreement, UIS is represented by Faculty of Syariah and Law UIS.

E. The Parties are desirous of normalizing this collaboration by entering into this Agreement subject to terms and conditions as stipulated herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 Interpretation
In this Agreement, unless the context otherwise requires: -

(a) Monetary references are in Ringgit Malaysia.

(b) Any word (including a word defined or given a special meaning) denoting the singular shall include the plural and vice versa, wherever the context so admits.

(c) Any word denoting one gender only shall include each other gender.

(d) A reference to a person shall include a corporation as well as a natural person.

(e) A reference to a Schedule is a reference to a Schedule to this Agreement.

(f) The headings and sub-headings to the Clauses are the convenience of reference only and shall not affect the interpretation and construction thereof.

(g) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variation and cognate expressions of the word or expression so defined.

1.2 Definitions

In this Agreement the following definitions will apply: -

"Intellectual Property" means

(a) Inventions; manner, method or process of manufacture; method or principle of construction; or design; plan,

drawing or design; or scientific, technical or engineering information or document;

(b) Improvement, modification or development of any of the foregoing;

(c) Patent, application for a patent, right to apply for a patent or similar rights for or in respect of any Intellectual Property referred to in paragraph (a) or (b);

(d) Trade secret, know-how, confidential information or right of secrecy or confidentiality in respect of any information or document or other Intellectual Property referred to in paragraph (a) or (b);

(e) Copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in paragraph (a) or (b);

(f) Registered and unregistered trademark, registered design, application for registration of a design, right to apply for registration of a design or similar rights for or in respect of any work referred to in paragraph (a) or (b);

(g) Any Intellectual Property in addition to the above which falls within the definition of Intellectual Property rights contained in Article 2 of the World Intellectual Property Organization Convention of July 1967; and

(h) Any other rights arising from intellectual activities in the scientific, literary or artistic fields,

whether vested before or after the date of this Agreement and whether existing in Malaysia or otherwise and for the duration of the rights.

"Research Project"
means a research entitled "***Literasi Pendidikan Undang-Undang Perkahwinan Sebagai Mekanisme Mendidik Pasangan Muda: Kajian Perbandingan Malaysia-Indonesia***" under specific terms and conditions agreed between both researcher committees and/or authority representing them;

"Related Activities"
means any and all research and academic activities including activities in respect of, or in connection with:-

(i) Research
(ii) Publication
(iii) organizing conference, workshop, discussion
(iv) academic writings

"Research committees"
means academician/ researcher (s) of UIS and UNISSAS and/or any person (s) nominated by UIS/UNISSAS to pursue in any related activities.;

"Research grant"
means research grant (s) agreeable and payable by UIS/UNISSAS to partake in any related activities and research project;

2.0 COMMENCEMENT AND TERM

2.1 This Agreement shall become effective on **1st October 2026 ("the Commencement Date")** notwithstanding of the date of this Agreement and shall be in force for the duration of one (1) year which shall expire on **30 September 2027 ("the Expiry Date")** unless terminated in accordance with the terms of this Agreement as stated under Clause 11.0.

2.2 Notwithstanding of the above, at the completion of this Agreement and upon mutual written agreement of the Parties, this Agreement may be extended or renewed to a certain period or may be varied or amended which shall be agreed upon by both Parties. Such an intention shall be done by giving notice 60 days before the Expiry Date.

3.0 SCOPE OF AGREEMENT

3.1 In consideration of and subject to the terms of this Agreement and all applicable laws, the Parties hereby agree and jointly collaborate and conduct Research Project as described in **Schedule A** of the Agreement.

3.2 The Parties agree that the implementation of the Research Project shall at all times be led by the project leader and a group of research team as mentioned in **Schedule A** of this Agreement.

3.3 It is agreed that the service of the project leader and the group of research team shall not be terminated, replaced or substituted without prior consultation and agreement in writing of the Parties.

3.4 The Parties shall carry out the Research Project with due diligence and in conformity with sound technical and ethical practices, and shall act at all times so as to protect the interest of the Parties.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 In consideration of and subject to the terms of this Agreement and all applicable laws, the Parties shall carry out their respective responsibilities in accordance with the provisions of this Agreement and within the scope of responsibilities as set out below:

a) **UIS** Responsibilities:

i. To present research instrument;

ii. To provide a report of Research Project;

iii. To contribute the sum of RM5,000.00 (Ringgit Malaysia Five Thousand only) to the Research Project;

iv. To provide researchers for the Research Project and to bear any cost thereto (if any);

b) **UNISSAS** Responsibilities:

i. To contribute the sum of RM5,000.00 (Ringgit Malaysia Five Thousand only) to the Research Project;

ii. To provide researchers for the Research Project and to bear any cost thereto (if any)

iii. To respond promptly to any queries from time to time in respect of the Project and any other matters in relation thereto.

c) The Parties joint responsibilities:

i. To support the activities undertaken for the purpose of completing the Research Project.

ii. To communicate on an as-needed basis.

iii. To provide all available and necessary information for the Research Project.

iv. To produce a publication that is related to the Research Project.

d) Cost Sharing for Additional and Unforeseen Expenses:

i. Any additional, unforeseen, or project-related expenses that are necessary for the proper implementation of the Research Project shall be jointly borne by the Parties on an equal basis, unless otherwise mutually agreed in writing.

ii. No Party shall unilaterally impose or commit the other Party to additional costs without prior written consent.

iii. Where an unforeseen cost arises, the Party identifying such cost shall notify the other Party in writing, including justification and the estimated amount. The Parties shall decide through the Joint Steering Committee (JSC) whether the cost is necessary and how it shall be shared.

iv. Costs that are solely internal to each Party (e.g., salary top-ups, institutional overhead, or administrative fees not directly related to the Research Project) shall remain the responsibility of that Party.

5.0 INTELLECTUAL PROPERTY

5.1 Upon being informed by any of their researchers of any inventions first actually reduced to practice in the performance of this Agreement, the Parties shall promptly disclose to the other Party and shall hold such disclosure on a confidential basis and will not disclose the information to any third party without the written consent of the other Party.

5.2 All rights, titles and interests including any Intellectual Property rights which are made, created, developed, written or conceived pursuant to this Agreement (hereinafter referred to as "the NEW IPR") shall be jointly owned by the Parties of which the proportion of ownership shall be based on the actual contribution of the respective Parties to the Research Project. The Parties agree that upon the successful completion of the Research Project as set out in sub-clause 3.1 above, the authorization of the NEW IPR shall be undertaken and that the Parties acknowledge and agree that separate contractual document(s) shall be entered into between the Parties in relation to the authorization.

5.3 All rights, titles and interests including any Intellectual Property rights originating from either Party and used to produce any

product which forms the NEW IPR, shall continue to belong to that Party; and the other Party shall not have any claim on them.

5.4 UIS shall retain the right to use the results of the Research Project for research and educational purposes subject to confidentiality and publication provisions of this Agreement.

6.0 EXTENSION OF TIME

At the completion of this Agreement and upon mutual written agreement of the Parties, this Agreement may be extended to a certain period which shall be agreed upon by both Parties. Such an intention shall be done by giving notice 60 days before the Expiry Date. The extension shall be on the same terms and conditions as contained in the principal Agreement and as if set forth in the Agreement.

7.0 CONFIDENTIALITY

7.1 A Party including its officers, agents and authorized representatives shall not at any time publish or, disclose to any third party, the contents of this Agreement or any confidential information of any other Party, acquired pursuant to this Agreement or related to the Research Project without the prior written consent of such other Party.

7.2 The obligations under this clause will not apply to disclosures made due to the requirements of any law or regulation applicable to it or by an order of a court of competent jurisdiction or requirement of a governmental or regulatory authority having jurisdiction over it (including disclosures made to Bank Negara Malaysia) or where the disclosure relates to information that has come into the public domain (otherwise than through breach of this Clause) or already known to the receiving party before the commencement of this Agreement that was not disclosed by the disclosing party provided that the provisions of this clause shall survive the expiry or termination of this Agreement.

7.3 Each Party may also disclose such information as is strictly necessary to its directors, employees, professional advisers, agents and clients provided that such recipients are subject to a confidentiality requirement in substantially similar terms to this Clause.

7.4 The Parties agree that any personal data obtained during the Research Project shall be processed strictly in accordance with applicable data protection legislation in both jurisdictions and any applicable guidelines of government authority in accordance

with the applicable practices and procedures relating to such confidential information. UIS shall comply with the Personal Data Protection Act 2010 (Malaysia), and UNISSAS shall comply with the Indonesian Personal Data Protection Law (Law No. 27 of 2022). Any cross-border transfer of personal data for example, from Indonesia to Malaysia or vice versa shall require prior written approval of the disclosing Party and must follow the safeguards required under the respective national laws, including data minimization, purpose limitation, security measures, and data subject consent. No Party shall disclose, store, distribute, or otherwise process personal data obtained from the Research Project for any purpose other than the execution of this Agreement, unless expressly permitted in writing by the other Party.

7.5 The provisions of this Clause 7 shall survive the expiry or termination of this Agreement.

8.0 RIGHT TO PUBLISH

8.1 All data and information derived from the Research Project shall be jointly owned by the Parties. Any publication, dissemination, or presentation of the research findings—whether in journals, conferences, books, or digital media—shall require prior written approval of both Parties. Neither Party shall publish any part of the Research Project independently or in reliance on its institutional policy alone. Authorship and order of authors shall be determined collaboratively in accordance with international academic ethics.

8.2 UIS shall provide UNISSAS with a copy of any such proposed publication and the UNISSAS shall have at least twenty-one (21) days or any extended period to be agreed upon by the Parties from the date of the other Party being provided with the copy of such proposed publication, to review the proposed publication (hereinafter referred to as the "Review Period").

8.3 If deemed reasonably necessary by UIS to protect such interests, any proposed publication containing details of an invention, or other related matters, shall be withheld until a patent application is filed or other appropriate steps to protect commercial value have been completed. Notwithstanding, the proposed publication shall be published within 12 months from the date the proposed publication is submitted to the other Party.

8.4 All publication shall not include the Parties' confidential information as defined in the Confidentiality clause as reasonably

determined and communicated to a Party within the Review Period.

9.0 REPRESENTATION AND WARRANTIES

Each of the Parties hereby represents, warrants and undertakes, with all other Parties as follows:

9.1 it is a duly incorporated entity under the laws of Malaysia and has full power and authority to carry on its business and activities as it is now being carried on;

9.2 it has the full power or capacity and authority to enter into and bind itself by this Agreement and to exercise its rights and perform its obligations under this Agreement and that all appropriate and necessary action has been taken to authorise the execution and delivery of this Agreement and the exercise by each Party of its rights and performance of its obligations under this Agreement and the execution and delivery of this Agreement does not exceed the power and authority of the persons so authorised;

9.3 the provisions of this Agreement constitute legal, valid and binding obligations of it enforceable in accordance with terms and conditions of this Agreement;

9.4 it shall execute or procure to be executed all such documents and do or procure to be done all such acts and things as may be necessary to give full effect to all provisions of this Agreement; and

9.5 to the best of its knowledge, neither the execution and delivery of this Agreement nor the performance of any of the transaction contemplated under this Agreement shall contravene or constitute a default under any provisions contained in any agreement with third party(ies), instrument, law, judgment, order, license, permit or consent by which it is bound or affected.

9.6 Except otherwise disclosed, no litigation or arbitration or administrative proceeding or claim which might by itself or together with any other such proceedings or claims either have a material adverse effect on each Party's business or its ability to observe or perform its obligations under this Agreement and to the best of the knowledge, information and belief of each Party, there is no litigation or arbitration or administrative proceeding or claim is threatened against each of them or any of their assets, properties and businesses other than those already disclosed. For purposes of this Clause, material adverse effect shall mean in relation to an event or circumstance, the occurrence or effect of

which shall, in the reasonable opinion of the Party, change or affect its financial condition, assets, properties, operations or results of operations, which shall prevent (or would reasonably be expected to prevent) the fundamental and basic operations of its business or activities.

10.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

11.0 TERMINATION

11.1 If one Party commit any of the conditions stated below, the non-defaulting Party shall then be entitled to terminate this Agreement by serving a notice to that effect:

a) the defaulting Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts;

b) the defaulting Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed;

c) the defaulting Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction;

d) the defaulting Party fails to comply with any of the obligations under this Agreement.

11.2 The notice to terminate in the case of paragraphs (a) to (c) shall not be less than twenty one (21) days, save for in the case of sub-clause (d), whereby the notice to terminate shall take effect only after either party first giving twenty one (21) days' notice in writing to the other party to remedy a default, and where such default is not remedied in that period, upon giving not less than further fourteen (14) days' notice of termination.

11.3 Notwithstanding, either Party may terminate this Agreement without assigning reasons, by giving one (1) month prior written notice to the other party in which the Research Project cost due shall be apportioned on a time basis.

11.4 The termination shall not affect any on-going program or activities already undertaken prior to the date of such termination in respect of the Research Project.

12.0 CORRUPTION AND OTHER PROHIBITED BUSINESS PRACTICES

12.1 The Parties shall comply with all applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or any amendments thereof for the time being in force.

12.2 The Parties shall not offer, promise or give any undue advantage, favour or incentive to any director, employee, consultant, agent or representative of the other Party, any public official, international organization or any other third party. This prohibition applies regardless of whether the undue advantage, favour or incentive is offered directly or offered through an intermediary.

12.3 Each Party shall promptly notify the other Parties, if it becomes aware of, or suspects bribery, corruption, fraud and any other prohibited business with regard to the negotiation, conclusion or performance of this Agreement. The Party(ies) receiving the notification shall immediately take measures to investigate the bribery, corruption, fraud or other prohibited business and take appropriate action based on the outcome of the investigation.

12.4 Notwithstanding any clause in this Agreement, where a Party has reasonable cause to believe that bribery, corruption, fraud and any other prohibited business has been or is being made by any other Party, its employee, consultant, agent or representative, in breach of this Agreement or of any applicable law, that Party may terminate this Agreement with immediate effect without prejudice to the non-defaulting Party's rights to claim for damages.

13.0 FORCE MAJEURE

13.1 If either Party to this Agreement is temporarily unable by reason of *Force Majeure* or the laws or regulations of Malaysia to meet any of its obligations under this Agreement, and if such Party gives to the other Party written notice of the event within fourteen (14) days after such occurrence the obligations of the Party that it is unable to perform by reason of the event, shall be suspended for as long as the disabling situation continues.

13.2 If *Force Majeure* event prevents either Party from performing its obligations for a period of thirty (30) days, either Party may terminate this Agreement.

13.3 Neither Party shall be liable to the other Party for the loss and/or damages sustained by such other Party arising from any events referred to in this clause or delays arising from such event.

13.4 The term "*Force Majeure*" as employed herein shall mean natural disaster, strikes, lockouts or other industrial disturbances, wars, insurrection, epidemics, pandemic, landslides, earthquakes, storm, lightning, floods, civil disturbances, explosions, and any other similar event not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

14.0 PUBLIC STATEMENT

The Parties agree that no public statement shall be made on the Research Project, or in relation to any products, processes or inventions developed as a result of the Research Project unless approved first by the Parties.

15.0 ASSIGNMENT

This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other. Any and all assignments not made in accordance with this Agreement shall be void.

16.0 WAIVER

16.1 The waiver by a Party in respect of any breach of a term of this Agreement by the other party shall not be deemed to be a waiver in respect of any other term or of any subsequent breach of that term.

16.2 The failure of a Party to enforce at any time any term of this Agreement shall in no way be interpreted as a waiver of such term.

17.0 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

18.0 COMPLIANCE WITH THE LAW

The Parties shall comply with all applicable laws and with all directions, orders, requirements and instructions given to the Parties by any authority competent to do so any applicable law.

19.0 ENTIRE AGREEMENT

19.1 The terms of the Agreement between the Parties are those set out in this Agreement and the Schedules and no written or oral agreement or understanding made or entered into prior to the date of this Agreement shall in any way be read or incorporated into this Agreement.

20.0 SUCCESSORS-IN-TITLE

This Agreement shall be binding on the respective heirs, personal representatives, receivers, successors-in-title and assigns of the Parties hereto.

21.0 AMENDMENT OR MODIFICATION

Any provision of this Agreement may be amended or modified by mutual consent between the Parties and such amendment/modification shall be in writing by way of Supplementary Agreement and signed by the duly authorized representative of the Parties.

22.0 SETTLEMENT OF DISPUTES

22.1 Any difference or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations.

22.2 If Parties are unable to reach a mutual decision through mutual consultation and/or negotiations, the dispute may be referred to arbitration under the applicable rules of arbitration in Malaysia, and the decision of the arbitrator shall be final and binding upon both parties.

22.3 Notwithstanding, Parties shall continue to perform their respective obligations under this Agreement even where there is any dispute or conflict unless both parties agree that the performance of the Agreement, or parts of it, cannot be continued due to such dispute or conflict.

23.0 CROSS-BORDER RISK MITIGATION

23.1 Purposes

The Parties acknowledge that the implementation of this cross-border Research Project may involve legal, operational, financial, and institutional risks. The Parties therefore agree to adopt a shared risk mitigation framework to ensure fairness, accountability, and continuity of collaboration.

23.2 Shared Risk Principle

All Project-related risks—including operational delays, regulatory challenges, financial uncertainties, and data-related issues—shall be jointly assessed and jointly managed. Neither Party shall shift or transfer project risks unilaterally to the other Party.

23.3 Early Notification of Risk Events

Each Party shall promptly notify the other Party in writing of any event, circumstance, or potential issue that may materially affect the Research Project.

23.4 Joint Risk Response Mechanism

The Joint Steering Committee (JSC) serves as the designated body for reviewing and resolving risks escalated from the team level. Any identified risk shall be addressed through team-level discussion, escalation to the JSC if unresolved, and formulation of a written corrective action plan jointly approved.

23.5 Regulatory & Compliance Risks

The Parties shall ensure compliance with applicable laws of both Malaysia and Indonesia.

23.6 Data Governance Risk

All risks relating to data management and cross-border transfer shall be jointly assessed in accordance with PDPA Malaysia and Indonesia's PDP Law.

23.7 Financial Risk & Cost Overruns

Any cost overrun or unforeseen project expense shall be shared equally unless mutually agreed otherwise.

23.8 Collaboration Breakdown Risks

In the event of communication failure or project interruption, the Parties shall activate the Conflict Resolution procedure before considering termination.

23.9 Documentation and Transparency

All risk assessments, decisions, and corrective plans must be documented and shared to promote transparency.

24.0 TIME

Time whenever mentioned shall be of the essence of this Agreement.

25.0 STAMP DUTY AND COSTS

25.1 The stamps duty, if any, on this Agreement, shall be borne by UIS.

25.2 The Parties shall bear its own costs and expenses for preparing approving and completing this Agreement.

26.0 NOTICES

26.1 Any communication under this Agreement shall be in writing in the English language and/or Malay language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UIS or UNISSAS, 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 ISLAM SELANGOR**
Address	:	Bandar Seri Putra, 43000 Kajang, Selangor
Attn. To	:	Dean of Faculty of Syariah and Law, UIS
Tel. No.	:	+603 8911 7000 / +603 8911 7167 (DL)
E-mail	:	khairulanuar@uis.edu.my

To	:	**UNIVERSITAS SULTAN MUHAMMAD SYAFIUDDIN SAMBAS**
Address	:	Jalan Raya Sejangkung No 126, Sambas, Kalimantan Barat, Indonesia 79462.
Attn. To	:	Director of the Graduate School
Tel. No.	:	+62 85252101729
E-mail	:	purniadiputra@unissas.ac.id

26.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days of such change

The foregoing record represents the understandings reached between the Parties upon the matters referred to therein.

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IN WITNESS WHEREOF the Parties hereto have caused this Agreement on the day and year first above written.

Signed for and on behalf of **UNIVERSITI ISLAM SELANGOR (UIS)**	..... Dr. Latifa Bibi Binti Musafar Hameed Deputy Vice-Chancellor For Research, Community and Industrial Link Universiti Islam Selangor (UIS)
In the presence of:	..... Dr. Khairul Anuar Bin Ahmad Dean, Faculty of Syariah and Law Universiti Islam Selangor (UIS)
Signed for and on behalf of **UNIVERSITAS SULTAN MUHAMMAD SYAFIUDDIN SAMBAS**	..... Dr. H Arnadi, M.Pd. Rector of Universitas Sultan Muhammad Syafiuddin Sambas (UNISSAS)
In the presence of:	..... Director of the Graduate School Universitas Sultan Muhammad Syafiuddin Sambas (UNISSAS)

SCHEDULE A



UNISSAS



UNIVERSITI ISLAM SELANGOR
Bandar Seri Putra, 43000 Kajang,
Selangor Darul Ehsan, Malaysia.
Tel: +603-89117000 | www.uis.edu.my

	PERMOHONAN GERAN PENYELIDIKAN	
1	**Tajuk Proposal:** **Literasi Pendidikan Undang-Undang Perkahwinan Sebagai Mekanisme Mendidik Pasangan Muda: Kajian Perbandingan Malaysia-Indonesia**	
2	**Dana yang Dimohon: RM5,000**	
3	**Tempoh Penyelidikan: 1 Tahun (1 OKTOBER 2026 – 30 SEPTEMBER 2027)**	
4	**Maklumat Ketua Penyelidik** **A) Maklumat Personal** i) Nama: **PROF. MADYA DR. NOR 'ADHA AB HAMID (UIS, MALAYSIA)** ii) Nama: **PROF. MADYA DR. PURNIADI PUTRA (UNISASS, INDONESIA)**	
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6	**Ringkasan Projek Penyelidikan Yang Dicadangkan** Peningkatan kadar perceraian dalam kalangan pasangan muda di Malaysia dan Indonesia menunjukkan wujudnya jurang dalam literasi undang-undang perkahwinan, khususnya berkaitan kefahaman terhadap hak, tanggungjawab serta mekanisme penyelesaian konflik rumah tangga (DOSM, 2023; BPS Indonesia, 2023; Zaiton et al., 2021). Walaupun kedua-dua negara melaksanakan pendidikan pra-perkahwinan sebagai sebahagian daripada persediaan perkahwinan, terdapat perbezaan daripada segi struktur, kandungan dan pendekatan pelaksanaan yang memberi implikasi terhadap tahap kefahaman pasangan muda (JAKIM, 2022; Kementerian Agama RI, 2022). Kajian terdahulu turut menunjukkan bahawa tahap literasi undang-undang perkahwinan masih berada pada tahap sederhana walaupun individu telah mengikuti kursus pra-perkahwinan, serta wujud kekurangan kajian perbandingan yang menilai keberkesanan pendidikan undang-undang perkahwinan antara kedua-dua negara (Aisyah & Ridwan, 2023; Mufidah, 2022). Sehubungan itu, kajian ini bertujuan menilai tahap literasi undang-undang perkahwinan dalam kalangan golongan muda serta mengenal pasti pendekatan pendidikan yang lebih berkesan dalam membentuk kesiapsiagaan mereka ke alam perkahwinan (Stanley et al., 2020). Kajian ini turut menyumbang kepada pengisian jurang literatur melalui analisis perbandingan Malaysia–Indonesia, khususnya daripada aspek struktur kurikulum, pendekatan pedagogi dan kandungan literasi undang-undang dalam pendidikan perkahwinan (Nur Afiqah et al., 2022). Di samping itu, kajian ini juga meneliti peranan institusi agama dan agensi kerajaan dalam pelaksanaan pendidikan perkahwinan, termasuk keberkesanan kursus pra-perkahwinan sebagai medium penyampaian literasi undang-undang kepada golongan muda (JAIS, 2023; Kementerian Agama RI, 2022).	

Analisis kajian turut mengambil kira faktor sosio-budaya, latar belakang pendidikan serta pengaruh digitalisasi dalam penyebaran maklumat berkaitan undang-undang keluarga Islam (UNICEF, 2021; World Bank, 2022). Daripada sudut kepentingan, kajian ini dijangka menyumbang kepada pengukuhan dasar pendidikan keluarga Islam melalui penambahbaikan pendekatan pendidikan perkahwinan yang lebih kontekstual, praktikal dan berorientasikan kemahiran hidup (JAKIM, 2022; Kementerian Pemberdayaan Perempuan dan Perlindungan Anak Indonesia, 2023). Hasil kajian ini juga berpotensi menjadi rujukan penting kepada pembuat dasar, institusi pendidikan dan agensi agama dalam menambah baik modul pendidikan perkahwinan agar lebih responsif terhadap cabaran rumah tangga semasa (UN Women, 2022).

Kajian ini bukan sahaja mengisi jurang literatur dalam bidang pendidikan keluarga dan undang-undang perkahwinan, tetapi juga berpotensi membangunkan kerangka konseptual yang mengintegrasikan literasi undang-undang, pendidikan nilai dan kesiapsiagaan perkahwinan dalam kalangan golongan muda bagi menghadapi realiti kehidupan berumah tangga dalam konteks kontemporari (Stanley et al., 2020; Mufidah, 2022).

Permasalahan Kajian:

Dalam beberapa dekad kebelakangan ini, kedua-dua negara Malaysia dan Indonesia berhadapan dengan peningkatan kes konflik rumah tangga dan perceraian dalam kalangan pasangan muda Islam (DOSM, 2023; BPS Indonesia, 2023; Hamid et al., 2021). Fenomena ini menimbulkan kebimbangan terhadap tahap kesiapsiagaan pasangan muda dalam menghadapi realiti perkahwinan, khususnya dari aspek kefahaman terhadap hak dan tanggungjawab suami isteri menurut undang-undang keluarga Islam (Zaiton et al., 2021; Aisyah & Ridwan, 2023). Walaupun perkahwinan dalam Islam berteraskan prinsip sakinah, mawaddah dan rahmah, kegagalan memahami implikasi perundangan perkahwinan sering membawa kepada salah faham, pengabaian tanggungjawab dan penyelesaian konflik yang tidak berlandaskan saluran undang-undang yang betul (al-Qaradawi, 2014; Mohd Fadli Sulaiman & Zaini, 2023).

Di Malaysia dan Indonesia, pendidikan pra-perkahwinan telah diwajibkan sebagai salah satu syarat perkahwinan bagi umat Islam (JAKIM, 2022; Kementerian Agama RI, 2022). Namun demikian, pendekatan pendidikan undang-undang perkahwinan yang diterapkan dalam modul kursus pra-perkahwinan di kedua-dua negara masih dipersoalkan dari segi keberkesanan, kedalaman kandungan dan kesesuaiannya dengan cabaran semasa yang dihadapi oleh pasangan muda (Nur Afiqah et al., 2022; Mufidah, 2022). Dalam banyak keadaan, pendidikan undang-undang dilihat lebih bersifat informatif dan prosedural, tanpa penekanan yang mencukupi terhadap pembentukan literasi undang-undang yang praktikal dalam kehidupan berumah tangga (Stanley et al., 2020).

Selain itu, terdapat perbezaan struktur perundangan dan pelaksanaan undang-undang keluarga Islam antara Malaysia dan Indonesia, termasuk dari aspek

	pentadbiran institusi, kandungan perundangan dan mekanisme penyelesaian pertikaian (Hooker, 2008; Bowen, 2013). Walaupun kedua-dua negara berkongsi latar belakang sosio-budaya dan agama yang hampir sama, perbezaan ini berpotensi mempengaruhi bentuk dan keberkesanan pendidikan undang-undang perkahwinan yang diterima oleh pasangan muda. Namun, kajian perbandingan yang meneliti secara mendalam hubungan antara kerangka undang-undang, pendekatan pendidikan dan kesiapsiagaan perkahwinan pasangan muda masih terhad dan belum diberi perhatian yang mencukupi dalam literatur akademik (Mufidah, 2022; Aisyah & Ridwan, 2023). Lebih membimbangkan, data empirikal terkini daripada Mahkamah Agama Sambas menunjukkan bahawa kadar perceraian di daerah ini berada pada tahap yang tinggi dan cenderung meningkat dari tahun ke tahun (Mahkamah Agama Sambas, 2024). Berdasarkan laporan rasmi dan rekod perkara, pada tahun 2024 sahaja jumlah kes perceraian mencatatkan angka yang signifikan, iaitu sebanyak 1,034 kes cerai gugat dan 137 kes cerai talak, menjadikan jumlah keseluruhan kes perceraian melebihi 1,100 kes dalam satu tahun (Mahkamah Agama Sambas, 2024). Selain itu, jumlah keseluruhan perkara yang dikendalikan oleh Mahkamah Agama Sambas pada tahun 2024 mencecah 1,764 kes, dengan kes perceraian merupakan komponen terbesar dalam kategori tersebut. Hal ini menunjukkan bahawa perceraian merupakan isu dominan dalam institusi kekeluargaan Islam di daerah tersebut (Mahkamah Agama Sambas, 2024). Sehubungan itu, wujud keperluan mendesak untuk menjalankan satu kajian perbandingan antara Malaysia dan Indonesia bagi menilai bagaimana pendidikan undang-undang perkahwinan Islam dilaksanakan, sejauh mana ia berkesan dalam mendidik pasangan muda, serta apakah penambahbaikan yang boleh dicadangkan (Stanley et al., 2020; JAKIM, 2022). Kajian ini bukan sahaja penting untuk mengisi jurang pengetahuan akademik, malah berperanan sebagai asas kepada penggubalan dasar dan penambahbaikan modul pendidikan perkahwinan yang lebih holistik, kontekstual dan berorientasikan kesejahteraan institusi keluarga Islam (UN Women, 2022; DOSM, 2023).
	Kata Kunci: Literasi Undang-Undang, Perkahwinan, Pasangan Muda, Malaysia, Indonesia
7	**Objektif Penyelidikan** Secara khusus, objektif kajian ini adalah untuk: 1. Menganalisis pendekatan pendidikan di Malaysia dan Indonesia bagi membentuk literasi undang-undang perkahwinan dalam kalangan golongan muda. 2. Menilai tahap kefahaman golongan muda terhadap hak, tanggungjawab dan cabaran perkahwinan berdasarkan pendidikan undang-undang keluarga Islam di kedua-dua negara. 3. Mencadangkan penambahbaikan pendekatan literasi pendidikan undang-undang perkahwinan yang lebih kontekstual dan relevan

	untuk golongan muda berdasarkan dapatan kajian perbandingan Malaysia dan Indonesia. **Persoalan Kajian :** Berdasarkan objektif kajian, persoalan kajian ini dirumuskan seperti berikut: 1. Apakah pendekatan pendidikan di Malaysia dan Indonesia bagi membentuk literasi undang-undang perkahwinan dalam kalangan golongan muda? 2. Apakah tahap kefahaman golongan muda terhadap hak, tanggungjawab dan cabaran perkahwinan berdasarkan pendidikan undang-undang keluarga Islam di kedua-dua negara? 3. Apakah penambahbaikan pendekatan literasi pendidikan undang-undang perkahwinan yang lebih kontekstual dan relevan untuk golongan muda berdasarkan dapatan kajian perbandingan Malaysia dan Indonesia?
8	**Kajian Literatur** Isu perceraian merupakan fenomena global yang semakin membimbangkan dan memberi kesan langsung kepada kestabilan institusi keluarga. Statistik United Nations menunjukkan peningkatan kadar perceraian di peringkat dunia daripada sekitar 2% pada tahun 1970-an kepada hampir 4% pada era 2000-an, khususnya di negara maju (United Nations, 2011). Dalam konteks Malaysia, peningkatan kadar perceraian turut menunjukkan trend yang signifikan, terutama dalam kalangan pasangan muda dan perkahwinan pada fasa awal. Jabatan Perangkaan Malaysia (DOSM, 2023) melaporkan bahawa kadar perceraian meningkat sebanyak 43.1% daripada 43,936 kes pada tahun 2021 kepada 62,890 kes pada tahun 2022. Peningkatan ini melibatkan pasangan Islam dan bukan Islam, dengan perceraian pasangan Islam meningkat sebanyak 45.8%. Kajian oleh Hamid et al. (2021) dan Rogayah et al. (2021) mendapati bahawa sebahagian besar perceraian berlaku dalam tempoh lima tahun pertama perkahwinan, yang menunjukkan tahap kesiapsiagaan dan kefahaman pasangan muda terhadap institusi perkahwinan masih rendah. Dalam konteks Indonesia, peningkatan kadar perceraian juga menjadi isu sosial yang serius. Data Badan Pusat Statistik Indonesia menunjukkan sebanyak 516,334 kes perceraian direkodkan pada tahun 2022 berbanding 447,743 kes pada tahun 2021. Majoriti kes melibatkan cerai gugat yang difailkan oleh pihak isteri, sekali gus menunjukkan perubahan pola sosial dan cabaran rumah tangga dalam masyarakat Muslim Indonesia. Kajian oleh Nurlaelawati (2019) dan Mufidah (2022) mendapati bahawa faktor utama perceraian di Indonesia termasuk konflik berpanjangan, masalah ekonomi, kegagalan komunikasi dan kurangnya kefahaman terhadap hak serta tanggungjawab perkahwinan. Selain itu, pasangan yang berkahwin pada usia muda didapati lebih berisiko mengalami ketidakstabilan

rumah tangga akibat kekurangan literasi undang-undang perkahwinan dan kemahiran pengurusan konflik.

Dalam Islam, perkahwinan merupakan institusi yang bertujuan membentuk keluarga berasaskan konsep sakinah, mawaddah dan rahmah. Al-Qur'an melalui Surah al-Rum ayat 21 dan Surah al-Baqarah ayat 187 menekankan kepentingan kasih sayang, perlindungan dan tanggungjawab bersama dalam kehidupan berumah tangga. Yusuf al-Qaradawi (2014) menjelaskan bahawa ketenangan keluarga hanya dapat dicapai apabila pasangan memahami hak dan tanggungjawab masing-masing secara seimbang. Walau bagaimanapun, kajian oleh Mohd Fadli dan Zaini (2023) menunjukkan bahawa ramai pasangan muda gagal mengurus konflik rumah tangga secara matang sehingga masalah kecil berkembang menjadi konflik serius dan membawa kepada perceraian.

Kajian-kajian lepas menunjukkan bahawa pendidikan perkahwinan merupakan antara mekanisme penting dalam membentuk kesiapsiagaan pasangan muda sebelum memasuki alam rumah tangga. Menurut Stanley et al. (2020), program pendidikan pra-perkahwinan dapat meningkatkan kemahiran komunikasi, pengurusan konflik dan kefahaman terhadap tanggungjawab perkahwinan. Dalam konteks Malaysia, kursus pra-perkahwinan Islam diperkenalkan sebagai syarat sebelum perkahwinan dan dikendalikan melalui garis panduan yang ditetapkan oleh Jabatan Kemajuan Islam Malaysia (JAKIM). Namun begitu, beberapa kajian mendapati bahawa pendekatan kursus sedia ada masih terlalu bersifat teori dan prosedural serta kurang menekankan aplikasi praktikal kehidupan rumah tangga (Nur Afiqah et al., 2022; Solihah & Mohd Norhusairi, 2023).

Di Indonesia, program Bimbingan Perkawinan (Bimwin) turut diperkenalkan oleh Kementerian Agama Republik Indonesia sebagai usaha meningkatkan kesiapsiagaan pasangan sebelum berkahwin. Walau bagaimanapun, kajian oleh Sulaiman dan Abdullah (2021) mendapati bahawa pelaksanaan program tersebut masih tidak seragam antara wilayah dan berdepan cabaran daripadasegi kandungan modul, pendekatan pedagogi dan keberkesanan penyampaian. Selain itu, beberapa kajian menunjukkan bahawa pendidikan perkahwinan di Indonesia masih memberi penekanan kepada aspek ritual dan hukum asas, namun kurang memberi fokus kepada aspek literasi undang-undang keluarga, penyelesaian konflik dan hak wanita dalam perkahwinan (Mufidah, 2022).

Konsep literasi undang-undang merujuk kepada keupayaan individu memahami, mentafsir dan menggunakan pengetahuan undang-undang dalam kehidupan seharian. Dalam konteks perkahwinan Islam, literasi undang-undang bukan sahaja melibatkan kefahaman terhadap hukum hakam, tetapi juga kesedaran terhadap hak, tanggungjawab dan prosedur undang-undang keluarga Islam. Menurut Zaiton et al. (2021), tahap literasi undang-undang keluarga dalam kalangan golongan muda di Malaysia masih berada pada tahap sederhana, khususnya berkaitan hak nafkah, prosedur perceraian dan mekanisme penyelesaian konflik rumah tangga. Kajian oleh Aisyah dan Ridwan (2023) di Indonesia turut mendapati bahawa kekurangan literasi undang-undang perkahwinan menyebabkan pasangan muda

	lebih mudah terdedah kepada konflik, salah faham dan tindakan di luar saluran undang-undang. Sorotan kajian juga menunjukkan bahawa tahap kesiapsiagaan perkahwinan mempunyai hubungan signifikan dengan kestabilan rumah tangga. Kesiapsiagaan perkahwinan merangkumi aspek emosi, pengetahuan, komunikasi, ekonomi dan kemahiran menyelesaikan konflik. Kajian oleh Carroll dan Doherty (2018) menunjukkan bahawa pasangan yang mempunyai tahap kesiapsiagaan tinggi lebih mampu menyesuaikan diri dengan cabaran rumah tangga dan kurang berisiko mengalami perceraian awal. Dalam konteks pasangan muda Muslim, pendidikan undang-undang keluarga dikenal pasti sebagai salah satu elemen penting yang mampu meningkatkan kesiapsiagaan tersebut melalui pemahaman terhadap hak dan tanggungjawab menurut syariah dan undang-undang. Darpada sudut teori, kajian ini berasaskan pendekatan interdisiplin yang menggabungkan Teori Maqasid al-Shariah, Teori Literasi Undang-undang dan Teori Andragogi. Teori Maqasid al-Shariah menekankan kepentingan memelihara institusi keluarga (hifz al-nasl) melalui pendidikan dan perlindungan hak pasangan. Teori Literasi Undang-undang pula menjelaskan bahawa kefahaman terhadap undang-undang akan mempengaruhi tingkah laku dan keupayaan individu membuat keputusan secara rasional dalam kehidupan berkeluarga. Sementara itu, Teori Andragogi oleh Knowles menekankan bahawa pendidikan orang dewasa perlu bersifat praktikal, berasaskan pengalaman dan relevan dengan realiti kehidupan. Ketiga-tiga teori ini dilihat sesuai bagi menjelaskan keperluan pendidikan undang-undang perkahwinan yang lebih kontekstual dan efektif untuk golongan muda. Berdasarkan sorotan literatur, dapat dirumuskan bahawa masih terdapat jurang penyelidikan berkaitan literasi pendidikan undang-undang perkahwinan dalam kalangan golongan muda, khususnya dalam konteks perbandingan Malaysia dan Indonesia. Kebanyakan kajian terdahulu lebih memfokuskan kepada isu perceraian, psikologi rumah tangga atau keberkesanan kursus pra-perkahwinan secara umum, sedangkan aspek literasi undang-undang keluarga Islam sebagai mekanisme kesiapsiagaan perkahwinan masih kurang diterokai secara mendalam. Oleh itu, kajian ini dijalankan bagi meneliti hubungan antara pendidikan undang-undang perkahwinan, tahap literasi golongan muda dan kesiapsiagaan menghadapi cabaran rumah tangga, seterusnya mencadangkan penambahbaikan pendekatan pendidikan yang lebih relevan dan kontekstual dalam konteks masyarakat Muslim di Malaysia dan Indonesia.
9	**Metodologi Kajian** Kajian ini menggunakan pendekatan kaedah campuran (mixed methods) berbentuk kajian perbandingan Malaysia–Indonesia bagi meneliti literasi pendidikan undang-undang perkahwinan dalam kalangan golongan muda. Pendekatan ini dipilih kerana kajian melibatkan penerokaan terhadap aspek dasar dan pendidikan perkahwinan, di samping menilai tahap kefahaman dan kesiapsiagaan golongan muda terhadap institusi perkahwinan menurut perspektif

undang-undang keluarga Islam. Penggunaan kaedah campuran membolehkan pengkaji memperoleh data yang lebih menyeluruh melalui integrasi dapatan kualitatif dan kuantitatif.

Kajian ini dilaksanakan berdasarkan tiga objektif utama, iaitu menganalisis kerangka undang-undang keluarga Islam dan pendekatan pendidikan perkahwinan di Malaysia dan Indonesia, menilai tahap kefahaman serta kesiapsiagaan golongan muda terhadap hak dan tanggungjawab perkahwinan, dan mencadangkan penambahbaikan pendekatan pendidikan undang-undang perkahwinan yang lebih kontekstual dan relevan.

Reka Bentuk Kajian

Kajian ini menggunakan reka bentuk sequential exploratory mixed methods, iaitu gabungan kaedah kualitatif dan kuantitatif secara berturutan. Fasa pertama melibatkan analisis dokumen dan temu bual bagi memahami kerangka undang-undang keluarga Islam serta pendekatan pendidikan perkahwinan di Malaysia dan Indonesia. Fasa kedua pula melibatkan kajian lapangan menggunakan soal selidik untuk menilai tahap literasi undang-undang, kefahaman dan kesiapsiagaan golongan muda terhadap perkahwinan.

Pemilihan reka bentuk ini adalah bersesuaian kerana kajian bukan sahaja bertujuan memahami kandungan pendidikan undang-undang perkahwinan secara mendalam, tetapi juga mengukur tahap kefahaman dan kesiapsiagaan golongan muda secara empirikal. Selain itu, pendekatan mixed methods membolehkan triangulasi data dilakukan bagi meningkatkan ketepatan dan kebolehpercayaan dapatan kajian.

Kajian ini juga berbentuk kajian perbandingan kerana melibatkan dua negara majoriti Muslim, iaitu Malaysia dan Indonesia, yang mempunyai persamaan dari sudut asas syariah tetapi berbeza dari aspek struktur pentadbiran agama, pelaksanaan pendidikan perkahwinan dan sistem undang-undang keluarga Islam.

Lokasi Kajian

Di Malaysia, kajian dijalankan di negeri Selangor, manakala di Indonesia kajian melibatkan wilayah yang berkaitan dengan pelaksanaan pendidikan perkahwinan dan institusi keluarga Islam.

Pemilihan Selangor sebagai lokasi kajian dibuat berdasarkan beberapa justifikasi utama. Pertama, Selangor merupakan negeri yang mencatatkan antara kadar perceraian tertinggi di Malaysia menurut data Jabatan Kehakiman Syariah Malaysia (JKSM) dan Jabatan Perangkaan Malaysia (DOSM). Kedua, Selangor mempunyai kepadatan penduduk yang tinggi serta latar belakang sosioekonomi masyarakat yang pelbagai, menjadikannya sesuai untuk meneliti tahap literasi undang-undang dan kesiapsiagaan perkahwinan dalam kalangan golongan muda. Ketiga, Selangor mempunyai sistem pentadbiran agama yang aktif melalui Jabatan Agama Islam Selangor (JAIS) dan institusi berkaitan yang terlibat secara

langsung dalam pendidikan dan pengurusan perkahwinan Islam. Selain itu, Selangor juga mempunyai bilangan institusi pendidikan tinggi dan sekolah yang tinggi, sekali gus memudahkan pengkaji mendapatkan akses kepada golongan muda sebagai responden kajian.

Bagi konteks Indonesia, pemilihan lokasi kajian dibuat berdasarkan kesesuaian daripada segi pelaksanaan program pendidikan perkahwinan Islam, kadar perceraian dan akses kepada institusi agama yang berkaitan.

Populasi dan Sampel Kajian

Populasi kajian untuk soal selidik terdiri daripada 300-400 golongan muda Muslim yang berpotensi memasuki alam perkahwinan, khususnya pelajar sekolah menengah atas, pelajar institusi pengajian tinggi dan mereka yang akan berkahwin di Malaysia dan Indonesia.

Pemilihan golongan ini adalah selaras dengan fokus kajian yang menekankan pendidikan awal berkaitan literasi undang-undang perkahwinan sebelum individu memasuki alam rumah tangga secara rasmi. Kajian ini tidak memfokuskan kepada pasangan yang telah mendaftar perkahwinan semata-mata, tetapi kepada golongan muda yang sedang membentuk kefahaman dan persepsi terhadap institusi perkahwinan.

Kaedah persampelan bertujuan (purposive sampling) digunakan bagi memilih responden yang memenuhi kriteria kajian.

Bagi kajian kuantitatif, soal selidik akan diedarkan kepada pelajar sekolah menengah dan universiti terpilih. Bagi kajian kualitatif pula, temu bual separa berstruktur dijalankan melibatkan 7 informan seperti

Pegawai Bahagian Undang-Undang Keluarga Islam (BUUK) JAIS,

Pegawai JAKIM,

pengendali atau fasilitator kursus pra-perkahwinan,

ahli akademik dalam bidang undang-undang keluarga Islam,

kaunselor keluarga,

serta pegawai Mahkamah Syariah atau institusi berkaitan di Malaysia dan Indonesia.yang terlibat dalam pendidikan perkahwinan Islam.

4. Kaedah Pengumpulan Data

Analisis Dokumen

Bagi mencapai objektif pertama, kajian menggunakan analisis dokumen terhadap:

- Enakmen Undang-undang Keluarga Islam,
- garis panduan pendidikan perkahwinan,
- Modul kursus pra-perkahwinan,
- Dokumen dasar,

- Laporan institusi agama,

serta kajian-kajian lepas berkaitan pendidikan perkahwinan dan literasi undang-undang keluarga Islam. Namun kebenaran diperoleh daripada agensi agama berkaitan seperti JAKIM dan sebagainya agar dokumen terlibat boleh dirujuk.

Analisis ini bertujuan mengenal pasti kandungan, pendekatan pendidikan dan elemen literasi undang-undang yang diterapkan dalam konteks Malaysia dan Indonesia.

Instrumen Kajian

Soal Selidik

Soal selidik dibangunkan untuk menilai:

- tahap kefahaman golongan muda terhadap hak dan tanggungjawab perkahwinan,
- tahap literasi undang-undang keluarga Islam,
- kesiapsiagaan menghadapi cabaran rumah tangga, serta
- persepsi terhadap kepentingan pendidikan perkahwinan.

Instrumen menggunakan skala Likert lima mata dan dibina berdasarkan objektif kajian serta sorotan literatur terdahulu.

Protokol Temu Bual

Temu bual dijalankan bagi mendapatkan pandangan mendalam berkaitan:

- keberkesanan pendidikan perkahwinan sedia ada,
- cabaran dalam meningkatkan literasi undang-undang golongan muda,
- pendekatan pedagogi yang sesuai, dan
- cadangan penambahbaikan pendidikan undang-undang perkahwinan.

Informan terdiri daripada pegawai institusi agama, tenaga pengajar kursus perkahwinan, pakar undang-undang keluarga Islam dan ahli akademik.

Analisis Data

Data kualitatif daripada analisis dokumen dan temu bual dianalisis menggunakan pendekatan analisis tematik, iaitu melalui proses pengekodan, pengkategorian dan pembentukan tema berdasarkan objektif kajian.

Data kuantitatif daripada soal selidik pula dianalisis menggunakan perisian Statistical Package for the Social Sciences (SPSS) versi 29. Analisis deskriptif seperti min, peratusan dan sisihan piawai digunakan untuk menghuraikan tahap literasi undang-undang dan kesiapsiagaan golongan muda. Analisis inferensi seperti ujian-t, ANOVA atau korelasi digunakan bagi mengenal pasti hubungan antara pemboleh ubah kajian.

Kesahan dan Kebolehpercayaan

Bagi memastikan kesahan kandungan, instrumen kajian disemak oleh pakar dalam bidang undang-undang keluarga Islam, pendidikan Islam dan metodologi

	penyelidikan. Kajian rintis turut dijalankan bagi menguji kefahaman item dan tahap kebolehpercayaan instrumen. Nilai Cronbach Alpha digunakan untuk menentukan konsistensi dalaman item soal selidik. **Etika Kajian** Kajian ini mematuhi prinsip etika penyelidikan dengan memastikan persetujuan termaklum diperoleh daripada semua responden dan informan. Kerahsiaan identiti responden dijaga sepenuhnya dan data hanya digunakan untuk tujuan akademik. Kelulusan etika penyelidikan akan diperoleh daripada institusi berkaitan sebelum proses pengumpulan data dijalankan.
10	**Penutup Cadangan Kajian** Kajian ini bertujuan untuk mengkaji **literasi pendidikan undang-undang perkahwinan sebagai mekanisme mendidik pasangan muda** melalui pendekatan perbandingan antara Malaysia dan Indonesia. Berdasarkan sorotan literatur, didapati bahawa pasangan muda di kedua-dua negara masih menghadapi kekurangan pemahaman tentang hak, tanggungjawab, dan prosedur undang-undang perkahwinan, walaupun terdapat program pendidikan praperkahwinan. Hal ini menunjukkan bahawa literasi undang-undang memainkan peranan penting dalam memastikan pasangan muda bersedia menghadapi cabaran rumah tangga dan dapat membuat keputusan yang bijak. Cadangan kajian ini menggariskan metodologi **mixed-methods**, dengan kombinasi soal selidik dan temubual semi-struktur, untuk mendapatkan gambaran menyeluruh mengenai tahap literasi, pengalaman, dan keberkesanan pendidikan perkahwinan. Dengan membandingkan konteks Malaysia dan Indonesia, kajian ini bukan sahaja mampu mengenal pasti persamaan dan perbezaan dalam pendekatan pendidikan, tetapi juga menyediakan asas untuk **cadangan penambahbaikan program pendidikan perkahwinan** yang lebih berkesan di masa hadapan. Selain itu, kajian ini juga membuka ruang untuk **penyelidikan masa depan:** 1. **Kajian jangka panjang (longitudinal study)** untuk menilai kesan literasi undang-undang perkahwinan terhadap kestabilan rumah tangga dan kepuasan pasangan muda dari semasa ke semasa. 2. **Kajian melibatkan modul digital dan teknologi** bagi menilai keberkesanan pendidikan undang-undang secara dalam talian atau melalui aplikasi interaktif. 3. **Kajian melibatkan faktor budaya dan agama yang lebih luas**, termasuk komuniti minoriti atau kawasan luar bandar, untuk memahami cabaran khusus dalam meningkatkan literasi undang-undang perkahwinan.

4. **Kajian perbandingan tambahan** dengan negara lain di Asia Tenggara, untuk memperluas pemahaman mengenai keberkesanan pendidikan perkahwinan di konteks budaya dan sistem undang-undang yang berbeza.

Kajian ini diharapkan dapat menyumbang kepada peningkatan literasi undang-undang dalam kalangan pasangan muda, memupuk kesedaran mengenai hak dan tanggungjawab, serta mengurangkan risiko konflik dan perceraian. Ia juga memberikan panduan praktikal kepada pihak berkuasa, pengamal pendidikan, dan penyelidik untuk merancang intervensi pendidikan perkahwinan yang lebih berfokus dan relevan dengan konteks budaya serta undang-undang di kedua-dua negara.

11

AKTIVITI	OKTOBER 2026 – SEPTEMBER 2027												
	10/26	11/26	12/26	1/27	2/27	3/27	4/27	5/27	6/27	7/27	8/27	9/27	
Perbincangan Awal	■												
Sorotan Literatur		■	■	■									
Penyediaan Protokol Temubual dan Prosedur					■	■							
Temubual, Transkripsi							■	■					
Pengesahan Pakar									■	■			
Penyediaan Laporan											■	■	■

Research Milestones:

12	**Rujukan:**

1) Abdullah, M. P. S., & Ismail, Z. (2020). Fungsi Rundingcara Bagi Mengukuhkan Hubungan Pasangan Bermasalah Dalam Perkahwinan. *Al-Hikmah, 12*(2), 75-92.

2) Juho, Härkönenjuho. JAWI. 2013. Divorce: Trends, patterns, causes, consequences. Stockholm Research Reports in Demography 2013:7. The Demography Unit.

3) Malsaroh 2018. Jurang Sosial Mempengaruhi Penceraian dalam Kalangan Etnik Melayu : *Jurnal Wacana Sarjana*, 2(1), hlm. 1–8).

4) Mansor, S., & Hussin, M. N. M. (2023). Perceraian bagi perkahwinan yang berusia kurang dari tempoh satu tahun di Mahkamah Rendah Syariah Petaling: Divorce for marriages that are less than a year in Petaling District Shariah Court. *Journal of Shariah Law Research*, *8*(1), 33-70.

5) Mohamad, H., Zakaria, S. M., Manap, J., & Ibrahim, M. A. (2021). Pencetus Utama Konflik Perkahwinan Sepanjang Fasa Pertama Perkahwinan Dalam Kalangan Pasangan Muda: Kajian Kes Semasa Perintah Kawalan Pergerakan (PKP). *International Journal for Studies on Children, Women, Elderly and Disabled, 14*, 64-68.

6) Mohamad, R. E. (2021). Punca Penceraian Pasangan Dewasa Islam: Perspektif Badan Pelaksana: Causes of Divorce In Muslim Adult Couples: Perspectives Of The Implementing Body. *Journal of Fatwa Management and Research*, 26(2), 368-380.

7) Musthapar, N. F., & Ahmad, B. (2022). Isu-isu perhubungan suami isteri dalam keluarga Islam di Malaysia: Analisis literatur [husband-wife relationship issues in Muslim families in Malaysia: A Literature Analysis]. *BITARA International Journal of Civilizational Studies and Human Sciences (e-ISSN: 2600-9080)*, *5*(1), 98-113.

8) Najati, Muhammad Uthman. 1985. al-Qur'an wa 'Ilm al-Nafs. Kaherah: Hai'ah al-Kuttab

9) Sulaiman, M. F., & Nasohah, Z. (2023). Sorotan Literatur Punca Perceraian Awal Perkahwinan di Malaysia [Literature Review's on the Causes of Early Marriage Divorce in Malaysia]. BITARA International Journal of Civilizational Studies and Human Sciences (e-ISSN: 2600-9080), 6(4), 28-39.

10) https://www.bharian.com.my/wanita/keluarga/2017/08/312402/main-kayu-tiga-punca-cerai.

11) https://www.bharian.com.my/berita/nasional/2021/09/864296/66440 pasangan-islam-daftar-cerai-sejak-mac-2020.

12) https://www.kabarsambas.com/2025/04/tingkat-perceraian-di kabupaten-sambas.html
Rantikasari, "Paradigma Baru Model Pendidikan Berbasis Keluarga (Homeschcooling)," *Rayah Al-Islam*, vol. 5, no. 01, pp. 151–170, 2021, doi: 10.37274/rais.v5i1.399.

13) Damayanti, "Pendidikan Keluarga Berbasis Nilai-nilai Islam di Era Society 5.0," *Edu aksara*, vol. 1, no. 1, pp. 112–130, 2022.

14) Haerul, N. Jariah, and Yusrina, "Pembinaan Literasi Keluarga Sebagai Upaya Pemberdayaan Masyarakat Di Kelurahan Kasturian Kota Ternate," *TOLIS MENGABDI J. Pengabdi. Kpd. Masy.*, vol. 2, no. 2, pp. 25–31, Dec. 2024, doi: 10.56630/tm.v2i2.743.

15) W. Saputra, "Pendidikan Anak Dalam Keluarga," *Tarbawy J. Pendidik. Islam*, vol. 8, no. 1, pp. 1–6, 2021, doi: 10.32923/tarbawy.v8i1.1609.

16) IMF, "Women and Growth," *Financ. Dev.*, vol. 56, no. March, pp. 6–12, 2019.

17) K. Guo, "Teacher knowledge, child interest and parent expectation: Factors influencing multicultural programs in an early childhood setting," *Australas. J. Early Child.*, vol. 40, no. 1, pp. 63–70, 2015, doi: 10.1177/183693911504000109.

13	**Applicant's Declaration** **I declare that the details in this application are true and correct.** **I declare that all persons listed as co-researcher(s) have agreed to take part in the proposed research.** **Signature** **Date: 14th May 2026**