

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**UNIVERSITI MALAYA**

**AND**

**UNIVERSITAS NEGERI MALANG**

**2024**

## **MEMORANDUM OF AGREEMENT FOR COLLABORATIVE RESEARCH PROGRAM**

**THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024**

**BETWEEN        UNIVERSITI MALAYA (UM),**  
located at Lembah Pantai, 50603 Kuala Lumpur hereinafter referred to as  
"UM" of the first part

**AND                UNIVERSITAS NEGERI MALANG (UM),**  
located at Jl. Semarang No. 5, Malang, Indonesia, hereinafter referred to as  
"UM" of the second part.

### **WHEREAS**

- (1) As part of the **UM-UM** Research collaboration, both parties seek to enhance collaborative research efforts in the fields of **Engineering and aaaa**.
- (2) **UM** and UM are committed to managing the **UM-UM** Collaborative Research Program, which will commence on the date of this Agreement and continue for a period of two years.

**NOW THEREFORE**, the parties hereto, for and in consideration of the respective undertakings hereinafter set forth, each of which shall be construed as a covenant as well as condition, THE PARTIES have agreed as follows:

## DEFINITIONS

In this Agreement, except insofar as the context or subject matter otherwise indicates or requires, the following terms and expressions shall have the following meanings:

**“Agreement”** means this Agreement, including all Schedules and Annexures attached to it.

**“Background Intellectual Property”** refers to any Intellectual Property owned by the Parties prior to the commencement of this Agreement, which is made available by one or both Parties in the course of this Agreement.

**“Collaboration Cap”** refers to the maximum amount of costs and expenses that **Universitas Negeri Malang (UM)** or **Universiti Malaya (UM)** agrees to incur under or in connection with this Agreement, as outlined in Schedule 1.

**“Collaboration Tasks”** refers to the tasks described in Schedule 1, to be performed by the Parties under this Agreement.

**“Commencement Date”** means the date on which this Agreement is signed and takes effect, as stated on the first page of this Agreement.

**“Confidential Information”** means all information disclosed by the disclosing Party to the receiving Party in connection with the collaboration program, including but not limited to:

(i) financial information, business plans, reports, findings, investigative studies, consultations, methodologies, proposals, systems, programs, course content, techniques, strategies, improvements, discoveries, processes, innovations, inventions, trade secrets, drawings, know-how, source and object code, arrangements and agreements with third parties, formulae, concepts not reduced to material form, designs, plans, and models, whether provided orally or in writing;

(ii) any derivations of any information or data that embodies, contains, or describes the Confidential Information;

(iii) any other data or information designated by the disclosing Party as confidential or related to the current or prospective activities or business of the disclosing Party.

**“Force Majeure”** has the meaning assigned in Clause 13.5 of this Agreement.

**“Intellectual Property”** means all rights relating to inventions (including patents), registered and unregistered trademarks (including service marks), copyright, circuit layouts, registrable designs, registrable plant varieties, processes, know-how, and confidential information in the industrial, scientific, and artistic fields. It also includes any application or the right to apply for the registration of any of those rights.

**“Project”** refers to the research project described in Clause 1 of this Agreement.

## **INTENDED PROJECT OUTCOME**

1.1 The Project aims to foster collaborative research between YYY and UM's Faculty of Engineering, leveraging the strengths of both institutions. Institution A's contribution will support postgraduate students from Institution A studying at UM, while UM's matching fund will enable designated UM researchers to collaborate effectively with Institution A researchers in co-supervising students and conducting joint research. This initiative seeks to enhance interdisciplinary research, facilitate knowledge exchange, and promote sustainable academic partnerships between both institutions.

## **COLLABORATION TASKS**

2.1 The Collaboration Tasks and their allocation between the Parties are defined in Schedule 1.

## **COLLABORATION TASKS AND PAYMENTS**

3.1 The Parties shall make reasonable efforts to carry out the Project collaboratively. Both Parties will direct their employees, servants, agents, or contractors to perform the Collaboration Tasks outlined in Schedule 1, with the aim of achieving the tentative timeline specified in Schedule 2. The specific tasks assigned to each Party are detailed in Schedule 1.

3.2 Each Party agrees to provide the other with the necessary equipment, materials, facilities, information, and assistance required to satisfactorily complete the Collaboration Tasks and achieve the objectives of the Project.

3.3 Each Party shall mutually support the other in executing the Collaboration Tasks and in achieving the overall goals of the Project, ensuring that all resources and efforts are shared equitably.

3.4 Institution A (YYY) shall provide a one-time contribution of USD [amount] to UM. This contribution shall be used exclusively for:

- i. Research collaboration activities as outlined in Schedule 1
- ii. Supporting postgraduate student(s) from Institution A enrolled at UM
- iii. Project-related expenses as detailed in Schedule 3

3.5 UM shall provide matching funds equivalent to USD [amount] to support:

- i. A designated researcher at UM for collaboration activities with Institution A
- ii. Co-supervision arrangements for postgraduate student(s) from Institution A
- iii. Collaborative research expenses and activities as outlined in Schedule 3

3.6 Each Party shall promptly notify the other in writing of any unforeseen technical or scientific issues that may impede or cause significant delays in achieving the Project's objectives or stages. Additionally, Parties must inform each other of any substantial cost increases or if either becomes aware of third-party actions that could adversely impact the successful completion of the Project or either Party's reasonable expectations.

### 3.7 Payment Details:

- **For YYY:**
  - **Account Holder Name:** XXXX
  - **Address:**
  - **Bank Account Number:**
  - **Bank Name:**
  - **Branch Name:**
  - **Branch Address:**
  - **Telephone:**
  - **SWIFT Code:**
- **For UM:**
  - **Account Holder Name:** Bendahari Universiti Malaya
  - **Address:** Universiti Malaya, C/O Pejabat Bendahari, Bahagian Wang Tunai, Lembah Pantai, 50603 Kuala Lumpur, Malaysia
  - **Bank Account Number:** 80-0127999-8
  - **Bank Name:** CIMB Bank Berhad
  - **Branch Name:** CIMB Bank Berhad KL Gateway
  - **Branch Address:** CIMB KL Gateway Mall, LG-02, Kerinchi, 59200 Kuala Lumpur, Malaysia
  - **Telephone:** +603-79677907
  - **SWIFT Code:** CIBBMYKL

3.8 Institution A shall transfer USD [amount] to UM within [30 days] of the signing of this Agreement. UM's matching contribution shall be allocated internally upon receipt of Institution A's contribution.

3.9 The grant award selection process will be determined according to each participating institution's internal procedures and guidelines.

## INTELLECTUAL PROPERTY

4.1 Each of the Parties, subject to any third party rights that may exist, agree to provide, free of charge, a non-exclusive, non-transferable, licence to any Background Intellectual Property which shall be limited solely for the purpose of performing work under this Agreement. Any Background Intellectual Property must be clearly identified as such by the contributor at the time it is provided to the other Party.

4.2 Intellectual Property created independently by one Party under this Agreement shall be owned by that Party and shall be under the exclusive administration and control of that Party.

## **PATENTING AND LICENSING**

5.1 In the event that the Collaboration Tasks result in a patentable invention, both Parties shall jointly determine whether to pursue patent applications and in which countries such applications shall be filed. Each Party shall be responsible for the registration and maintenance of its own patents.

5.2 All costs arising from the registration and maintenance of patents in accordance with this clause shall be borne by each respective Party, which shall retain full rights to their individual patents and any associated licensing.

## **CONFIDENTIALITY**

6.1 Confidential Information” means all information passing from the disclosing Party to the other Party relating to the Project including without limitation:

- (i) financial information, business plans, reports or findings, investigative studies, consultations, methodologies, proposals, systems, programs, course content, techniques, strategies, improvements, discoveries, processes, innovations, inventions, drawings, know how, source and object code, arrangements and agreements with third parties, formulae, concepts not reduced to material form, designs, plans and models whether given orally or in writing;
- (ii) any derivations of any information or data which embodies, contains or describes the Confidential Information; and
- (iii) any other data or information designated by the disclosing Party to be confidential or relating to the current or prospective activities or business of the disclosing Party.

6.2 Where the data and information of this Project have been designated as Confidential Information by any of the Parties, neither Party shall not inform, announce or disclose to any third party other than its respective authorities, any data and information obtained through the implementation of this Agreement or any result of it, unless written approval is obtained from the other Party.

6.3 Where results of this Project have been designated as Confidential Information by any of the Parties, neither Party will inform, announce or disclose to any third party other than its respective authorities, any result obtained through the implementation of this Agreement, unless written approval is obtained from the other Party.

6.4 Notwithstanding the generality of the foregoing, the receiving Party shall not disclose all or any part of such Confidential Information to any third party or make any use of the same (except for the purpose of performing its obligations under this Agreement) without the prior written consent of the disclosing Party.

6.5 The receiving Party agrees to restrict access to all Confidential Information within its organisation to only such limited group of authorised employees or agents who require to know such information in connection with the receiving Party’s obligations or otherwise obligated to

keep such information confidential and are instructed to neither use nor disclose such information in a manner other than as permitted herein.

6.6 The obligations of confidentiality contained in this Agreement shall not apply to any Confidential Information which:

- (i) has been made public by the Disclosing Party or by others with the permission of the Disclosing Party;
- (ii) is independently received from a third party who is free to disclose it;
- (iii) is in the public domain or is a compilation of material in the public domain; or
- (iv) is required to be disclosed by order of court or any applicable government authority or under any applicable law.

6.7 Upon termination of this Agreement, the Receiving Party shall, upon the request of the Disclosing Party, return all Confidential Information (including all copies thereof) to the Disclosing Party or destroy the same on Disclosing Party's instruction, within thirty (30) days after the termination or expiration of the term of this Agreement, whichever is earlier.

6.8 The obligations of confidentiality under this Agreement shall survive the expiry or earlier termination of this Agreement.

## **PUBLICATION**

7.1 Each Party bears right to publish about the research outcome in any article, poster, presentation and/or conference without revealing the formulations achieved.

7.2 Notwithstanding any other provision to the contrary contained herein, either Party may publish or present material at any symposia, national, international or regional professional meeting, academic lecture or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, the findings, methods and results derived from the Project provided that:

- (a) All material prepared for publication by a Party (the "Submitting Party") shall be submitted to the other for permission to publish at least one (1) month prior to submission for publication or disclosure to a third party which permission shall not be unreasonably withheld; and
- (b) If at any time during the said period of one (1) month the other Party requests the Submitting Party not to proceed with publication or disclosure of the material in the form submitted then the Submitting Party will either
  - i. amend the material as requested by the other Party; or
  - ii. unless otherwise agreed, delay publication or disclosure for a period not exceeding six (6) months to allow registration or protection of intellectual property, or
  - iii. where the material contains commercially sensitive information for which such registration or protection is not possible or appropriate, for such further period as may be agreed between the Parties and not exceeding two (2) years.

Such periods shall commence from the date on which the material was first submitted by the Submitting Party to the other Party.

- (c) If no response is received from the other Party by the expiry of the period referred to in sub-clause (b) above, the Submitting Party may forthwith proceed with the intended publication or disclosure without further reference to the other Party.

## **OTHER ACTIVITIES**

8.1 Subject to the Parties at all times observing their respective duties and obligations under this Agreement the existence of this Agreement shall not preclude either Party from engaging in any other activities similar to or in competition with those the subject matter of this Agreement nor shall it prevent a Party from developing or exploiting products and/or processes other than those developed or exploited as a result of the Collaboration Tasks.

## **ADVERTISING**

9.1 No Party shall use the name of the other Party in any advertising or other promotional material without the written permission of the other Party.

## **TERM AND TERMINATION**

10.1 This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with this Agreement, shall continue until the Collaboration Tasks are completed or for a duration of two (2) years, whichever occurs sooner.

10.2 The provisions of Clauses 4, 5, 6, 7 and 9 shall survive and be of full effect after expiration or termination of this Agreement.

10.3 This Agreement may be terminated at any time by mutual written agreement between the Parties.

10.4 If either Party commits a breach of this Agreement then the other Party may request in writing that the breach be remedied. If the Party committing the breach does not remedy it within 30 days then the other Party may terminate this Agreement immediately without further notice.

10.5 Upon termination or expiration of this Agreement, the outcomes of the Collaboration Tasks shall be jointly owned by both Parties. Each Party shall have the right to use the outcomes for their respective purposes, provided that prior notice is given to the other Party. Neither Party shall make any claim against the other Party in respect thereof without mutual agreement.

## **DISPUTE SETTLEMENT**

11.1 If there is a dispute between the Parties then:

- (a) the Parties must discuss the dispute initially with a view to settling the dispute amicably;

- (b) if the Parties fail to settle the dispute within fourteen (14) days of the dispute arising, then the Parties must refer the dispute for mediation to a person appointed by agreement between the Parties who has at least two years' experience as a mediator;
- (c) the Parties must co-operate to the extent necessary to enable the mediator to mediate the dispute within 30 days of his or her appointment;
- (d) the fees of the mediator shall be paid by the Parties in the proportion determined by the mediator;
- (e) referral of a dispute for mediation under Clause 11 does not prevent a party from taking proceedings in court in relation to this Agreement after the referral and participation under Clauses 0 11.1 (b) and (c).

## **LIABILITY**

12.1 Neither Party shall be liable to the other Party for any loss or damage arising by reason of its failure to perform work on time or within estimated costs or at all, provided that the Party has used its reasonable endeavours in all respects.

12.2 Each Party agrees to indemnify and keep indemnified the other Party against any and all liabilities, losses, costs and expenses incurred by the other Party to the extent that the same are incurred as a result of the negligence, wilful misconduct, negligent act or omission or wilful failure to act on the part of the first mentioned Party.

## **GENERAL**

13.1 The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Republic of China and the laws of Malaysia.

13.2 In the event of any dispute arising out of or in connection with this Agreement, the Parties shall endeavour to resolve the dispute amicably through good faith negotiations before seeking any other remedies.

13.3 The Parties shall be excused for the non-performance of their obligations that is attributable to a Force Majeure event. If a Party is or will be prevented from performing any of its obligations by Force Majeure, the affected Party shall notify the other Party immediately. If necessary, the works shall be suspended and equipment brought in by a Party may be demobilized.

13.4 If the event continues for a period of 28 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

13.5 For the purposes of this Clause, Force Majeure shall mean an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and which is not substantially attributable to the other Party.

13.6 No Party shall assign all or any of its rights hereunder without the prior written consent of the other Party.

13.7 No Party shall mortgage, pledge, charge, assign by way of security, or otherwise encumber any of its rights hereunder without the prior written consent of the other Party.

13.8 This Agreement shall be read and construed according to the laws of the Republic of China and the laws of Malaysia, and subject to Clause 13.2, the Parties agree to submit any dispute which may arise in relation to this Agreement to the jurisdiction of the Courts of the Republic of China and Malaysia.

13.9 This Agreement may not be varied except in writing signed by the Parties.

13.10 Should any provision of this Agreement be held by a Court to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance, or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.

13.11 Any notice under this Agreement shall be served by hand delivery or by being forwarded by A.R. registered post to the address of the Party shown in Schedule 3 Part II or to such other address as may be notified in writing by the Party from time to time, and in the case of service by post shall be deemed to have been received within seven (7) days after posting. Such notices may be served by facsimile provided that confirmation is served by hand or post as described in this clause.

13.12 No servants or agents of any Party shall by virtue of this Agreement be deemed to be employees of the other Party.

13.13 Each Party shall execute such agreements, deeds, and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to this Agreement.

13.14 In this Agreement, except to the extent that the context otherwise requires: (a) words denoting the singular include the plural and vice versa; (b) words denoting individuals or persons include bodies corporate and trusts and vice versa; (c) headings are for convenience only and shall not affect interpretation; (d) reference to any document or agreement includes reference to such document or agreement as amended, novated, supplemented, varied, or replaced from time to time; (e) where any word or phrase is given a defined meaning in this Agreement, any part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning.

13.15 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter. Any prior arrangements, agreements, representations, or undertakings are hereby superseded.

13.16 No Party shall use the name of the other Party in any advertising or other promotional material without the written permission of the other Party.

*[Signature pages follows]*

**EXECUTED by the Parties as an Agreement on the date first appearing.**

<p>SIGNED for and on behalf of <b>UNIVERSITI MALAYA</b></p> <p>by</p> <p>Signature:</p>	<p>SIGNED for and on behalf of <b>XXXX (YYY)</b></p> <p>by</p> <p>Signature:</p>
<p>Name: <b>PROFESSOR DATO' SERI IR. DR. NOOR AZUAN ABU OSMAN</b></p> <p>Position: Vice Chancellor</p> <p>Date:</p>	<p>Name:</p> <p>Position:</p> <p>Date:</p>

<p>in the presence of</p> <p>Signature:</p>	<p>in the presence of</p> <p>Signature:</p>
<p>Name: <b>PROFESSOR IR. DR. NIK NAZRI NIK GHAZALI</b></p> <p>Position: Dean, Faculty of Engineering</p> <p>Date:</p>	<p>Name:</p> <p>Position:</p> <p>Date:</p>

## Schedule 1: Collaboration Tasks

### Project Overview

This collaboration between XXXX (YYY) and Universiti Malaya's (UM) Faculty of Engineering is aimed at advancing research and development in cross-disciplinary fields. Both institutions are committed to leveraging their expertise for the betterment of engineering and technology.

#### 1. Universiti Malaya (UM) Faculty of Engineering Representative:

- **Name:**
- **Email:**
- **Duties:**
  - Coordinating the administration and management of funds allocated to the Faculty of Engineering.
  - Ensuring proper and efficient use of funds in line with the project goals.
  - Handling the administrative tasks and submitting financial and progress reports.
  - Liaising with YYY's representative for updates, fund allocation changes, or project status.

#### 2. XXXX (YYY) Representative:

- **Name:**
- **Email:**
- **Duties:**
  - Acting as the primary contact between YYY and UM.
  - Managing the collaboration and facilitating communication between both institutions.
  - Overseeing the transfer of funds and ensuring transparency in reporting and fund utilization.
  - Coordinating administrative tasks and ensuring compliance with the agreement.

## Schedule 2: Tentative Timeline

This schedule outlines the tentative timeline for the collaborative research project between the Faculty of Engineering at UM, along with YYY. The project is planned to span over two years, divided into four phases: initiation, research and development, analysis and reporting, and completion. Regular reviews and reporting will be conducted throughout the project to ensure alignment with objectives. The timeline is flexible and subject to changes based on mutual agreement between both parties, depending on project progress and unforeseen circumstances.

Phase	Description	Timeline
1. Initiation	• Fund transfer and administrative setup.	Month 1-4

Phase	Description	Timeline
<b>2. Research and Development</b>	<ul style="list-style-type: none"> <li>• Coordination between UM and YYY to finalize processes.</li> <li>• Initial planning and kick-off meetings.</li> <li>• Ongoing research activities within the Faculty of Engineering.</li> <li>• Regular progress reviews, collaborative meetings, and data collection.</li> <li>• Mid-term progress report submission and financial updates.</li> </ul>	Months 5-28
<b>3. Analysis and Reporting</b>	<ul style="list-style-type: none"> <li>• Final data analysis, project review, and validation.</li> <li>• Preparation and submission of final reports.</li> <li>• Final project presentation and review meetings.</li> </ul>	Month 28-34
<b>4. Completion and Closing</b>	<ul style="list-style-type: none"> <li>• Submission of comprehensive project reports.</li> <li>• Financial reconciliation and final fund usage reporting.</li> <li>• Closing meeting to discuss project outcomes and potential future collaborations.</li> </ul>	Month 36

### Schedule 3: Payment and Budgeting

#### 1. Total Budget Overview

Institution A Contribution: USD [amount]

UM Matching Fund: USD [amount]

Total Project Value: USD [2 x amount]

#### 2. Fund Allocation and Usage

##### A. Institution A's Contribution (USD [amount]):

Recipient: Universiti Malaya

Purpose:

- i. Research collaboration activities
- ii. Support for postgraduate student(s) from Institution A
- iii. Collaborative research expenses

Expenditure Items:

- i. Student stipends and allowances
- ii. Research materials and equipment
- iii. Laboratory expenses
- iv. Travel expenses for collaboration

Person in Charge: [UM Representative Name], [email]

**B. UM Matching Fund (USD [amount]):**

**Recipient: Designated UM researcher**

Purpose:

- i. Support UM researcher's collaboration with Institution A
- ii. Co-supervision activities
- iii. Research development and innovation

Expenditure Items:

- i. Research equipment and materials
- ii. Personnel support
- iii. Laboratory and facility costs
- iv. Collaborative meeting expenses

Person in Charge: [UM Researcher Name], [email]

**3. Payment Schedule**

Institution A Payment: USD [amount] due within 30 days of agreement signing (for Student 1 support)

UM Matching Fund: USD [amount] to be allocated internally upon receipt of Institution A's contribution (for Student 2 support)

**4. Postgraduate Student Support Framework**

Student Eligibility: Postgraduate student(s) from Institution A enrolled at UM

Support Structure:

- i. Primary supervision: UM faculty member
- ii. Co-supervision: Institution A researcher
- iii. Financial support from Institution A's contribution
- iv. Research facilities access at both institutions

**5. Reporting and Financial Accountability**

○ **Financial Reporting:**

- Each party must submit a detailed financial report on the expenditure of allocated funds within two months after the completion of the project.
- Reports should include:
  - Summary of expenditures
  - Justification for expenses incurred
  - Any budget variances and explanations.

○ **Mutual Review:**

- Both parties will review each other's financial reports to ensure transparency and compliance with the budget allocations.

## **6. Amendments to the Budget**

- **Negotiable Adjustments:**

- Any amendments to the budget or allocation of funds must be agreed upon by both parties in writing.
- Adjustments may be necessary to address unforeseen circumstances or opportunities that arise during the project.