

Dr. Tuan Sdek 1

# **RESEARCH COLLABORATION AGREEMENT**

**BETWEEN**

**UNIVERSITI MALAYSIA PAHANG  
AL-SULTAN ABDULLAH**

**AND**

**UNIVERSITAS NEGERI MALANG**

**DATE:**

**2025**



KERAJAAN MALAYSIA

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

**SIJIL SETEM**

ASAL

**STAMP CERTIFICATE**

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

**Cara Bayaran** *Payment Method* FPX TRANSACTIONS  
**No. Adjudikasi** *Adjudication No.* T01H0EFFB8XC010  
**Jenis Surat Cara** *Type Of Instrument* RESEARCH COLLABORATION AGREEMENT  
 SURAT CARA UTAMA  
**Tarikh Surat Cara** *Date Of Instrument* 28/11/2025  
**Balasan** *Consideration* RM 30,000.00  
**Maklumat Pihak Pertama / Penjual / Pemberi** *First Party / Vendor / Transferor / Assignor*  
 UNIVERSITI MALAYSIA PAHANG AL- SULTAN ABDULLAH  
**Maklumat Pihak Kedua / Pembeli / Penerima** *Second Party / Purchaser / Transferee / Assignee*  
 UNIVERSITAS NEGERI MALANG  
**Butiran Harta / Suratcara** *Property / Instrument Description*  
 TIDAK BERKENAAN



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:

<b>No. Sijil Setem</b> <i>Stamp Certificate No.</i>	B1992A251464528
<b>Tarikh Penyeteman</b> <i>Date of Stamping</i>	15/12/2025
<b>Duti Setem Dikenakan</b> <i>Amount of Stamp Duty</i>	RM 10.00
<b>Penalti</b> <i>Penalty</i>	RM 0.00
<b>Pelarasan</b> <i>Adjustment</i>	RM 0.00
<b>Jumlah Dibayar</b> <i>Total Amount Paid</i>	RM 10.00
<b>Indorsemen</b> <i>Indorsement (Akta Setem 1949)</i>	Seksyen 37

LEMBAGA HASIL DALAM NEGERI  
T01H0EFFB8XC010

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 15/12/2025 11:29:11

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di [stamps.hasil.gov.my](https://stamps.hasil.gov.my) atau melalui aplikasi telefon pintar  
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 This is a computer generated printout and no signature is required

This **RESEARCH COLLABORATION AGREEMENT** (hereinafter referred to as "this Agreement") is made on the 28 day of November 2025.

**BETWEEN**

**UNIVERSITI MALAYSIA PAHANG AL-SULTAN ABDULLAH**, a public university established in Malaysia under the Universities and University Colleges Act 1971 [Act 30], having its address at Canseleri Tun Abdul Razak, Universiti Malaysia Pahang Al-Sultan Abdullah, 26600 Pekan, Pahang (hereinafter referred to as "**UMPSA**") and shall include its lawful representatives and permitted assigns of one part;

**AND**

**UNIVERSITAS NEGERI MALANG** is a state university established under Surat Putusan Menteri Pendidikan Pengajaran dan Kebudayaan Republik Indonesia Nomor 33756/KB dated 4 August 1954 and having its principal office at Jalan Semarang 5 Malang 65145 Jawa Timur, Indonesia (hereinafter referred to as "**UM**") and shall include its lawful representatives and permitted assigns of the other part.

*(UMPSA and UM hereinafter referred to singularly as the "the Party" and collectively as "the Parties").*

**WHEREAS:-**

- A. **UMPSA** is a public and a competency-based technical university that specializes in providing research, development and innovation in the fields of engineering and technology and offers a complete suite of high-quality courses ranging from undergraduate to postgraduate programs.
- B. **UM** is an established university which brings the spirit of "Excellence in Learning Innovation" to strive and contribute to the development of global education by strengthening its research and international cooperation.
- C. The Parties are desirous to establish a collaborative research project entitled "**Prosedur dan Peraturan Halal, Sudut Pandang Pengusaha dan Cabaran dalam Pelaksanaan Pensijilan Halal Premis Makanan: Kajian Perbandingan antara Malaysia dan Indonesia**" as more particularly described in **Appendix A** (hereinafter referred to as "**the Project**").
- D. Pursuant to the above, the Parties have accordingly agreed to enter into this Agreement to outline the term of reference, scope and objectives of the collaboration and the respective rights and responsibilities of the Parties thereto.

**NOW IT IS HEREBY AGREED BY THE PARTIES** as follows:

## **1.0 DEFINITIONS AND INTERPRETATIONS**

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

**"Agreement"** means this Research Collaboration Agreement together with the appendices, attachments and schedules annexed hereto and any variation, amendment or supplement in writing as maybe agreed by the Parties (as amended from time to time in accordance with the terms herein);

**"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 Organisation 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;

**"Confidential Information"** shall mean the terms and contents of this Agreement, any confidential or proprietary information (including all Intellectual Property Rights), including without limitation samples, materials, inventions, discoveries, drawings, design, logos and trademarks, specifications, techniques, models, analysis, compilations, forecasts, studies, experiences, concepts, ideas, technology,

documentations, photographs, designs, computer code, computer programs, software, data, formulae, devices, processes, procedures, know-how, trade secrets, improvements, budgets projections, forecasts, any technical or commercial information, reports, papers, communications correspondence or documents which is disclosed by or on behalf of one Party to the others, or to any of such others' officers, employees, agents or representatives, in whatever form (including written, oral, visual or electronic), and which is, or which should reasonably be expected to be, of a confidential nature, whether marked as confidential or otherwise;

**"Proposal"** means the proposal from UMPSA in which the proposed Project are mutually agreed by both Parties, and are referred to for the purposes of this Agreement, and attached to this Agreement as **Appendix A**; and

**"Project"** means the project entitle *"Prosedur dan Peraturan Halal, Sudut Pandang Pengusaha dan Cabaran dalam Pelaksanaan Pensijilan Halal Premis Makanan: Kajian Perbandingan antara Malaysia dan Indonesia"* as more particularly described in the details in **Appendix A** and Clause 3.0 herein.

- 1.2 All monetary references herein shall be denominated in Ringgit Malaysia (MYR) for funds provided by UMPSA and in Indonesian Rupiah (IDR) for funds provided by UM.
- 1.3 Any word (including a word defined or given a special meaning) denoting the singular shall include the plural and vice versa.
- 1.4 Any word denoting one gender only shall include each other gender.
- 1.5 A reference to a person shall include a corporation as well as a natural person.
- 1.6 The headings and sub-headings to the Clauses are the convenience of reference only and shall not affect the interpretation and construction thereof.
- 1.7 References to clauses, appendices, annexures and schedules are references to clauses, appendices, annexures and schedules of this Agreement.
- 1.8 References to clauses shall be read in the case of sub-clauses, paragraphs and sub-paragraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate.
- 1.9 References to any legislation or any provisions of any legislation shall include any statutory modification or re-enactment of, or any legislative provision substituted for such legislation and statutory instruments issued under such legislation or provisions.
- 1.10 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.

- 1.11 Any technical term not specifically defined in this Agreement shall be construed in accordance with the usage or definition commonly accepted by those in that profession or industry.
- 1.12 Any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar.

## **2.0 COMMENCEMENT AND TERM**

- 2.1 Notwithstanding the date of execution of this Agreement by the Parties, this Agreement shall become effective on **15<sup>th</sup> March 2025** and shall remain in effect for a term of **twenty four (24) months** until 14<sup>th</sup> March 2027 unless earlier terminated either by mutual agreement of the Parties or in accordance to Clause 10.1 and 10.2 of this Agreement.
- 2.2 The term of this Agreement may be extended in writing by mutual consent of the Parties.

## **3.0 SCOPE OF AGREEMENT**

- 3.1 The Parties hereby undertake to jointly carry out the Project in accordance to the scope assigned to each Party as described in **Appendix A**.
- 3.2 The Parties agree that, in consideration of their mutual commitments and covenants contained in this Agreement, the Parties shall jointly conduct their effort and resources as appropriate for the purpose of the Project. For the purpose of clarification, notwithstanding anything to the contrary in this Agreement, the collaboration between the Parties shall be non-exclusive in nature.
- 3.3 The Parties agree that the implementation of the Project shall at all times be led by the Project Leader and each Party shall be represented by its respective Project Team as listed in **Appendix B**. It is agreed that the Project Team members for each Party shall not be replaced or substituted without prior consultation and agreement in writing with the other Parties.

## **4.0 RESPONSIBILITIES OF THE PARTIES**

In consideration of and subject to the terms of this Agreement and all applicable laws, the Parties shall carry out the responsibilities as set out below:

### **4.1 UMPSA's responsibilities**

- (a) to undertake the activities under the Project in accordance to the proposal as more particularly described in **Appendix A**;

- (b) to provide expertise for the Project; and
- (c) to provide research materials and basic infrastructure (instruments and laboratory equipment) for the Project (if necessary).

#### **4.2 UM's responsibilities**

- (a) to undertake the activities under the Project in accordance to the proposal as more particularly described in **Appendix A**;
- (b) to give UMPSA such reasonable assistance, to ensure a successful outcome of the Project;
- (c) to provide expertise for the Project; and
- (d) to provide research materials and basic infrastructure (instruments and laboratory equipment) for the Project (if necessary).

#### **4.3 General and/or Joint responsibilities of the Parties**

- (a) to jointly provide funding for the Project which the total sum to be paid by each Party (hereinafter referred to as the "**Project Fund**") shall be as described in **Clause 5.1 and Appendix C** of this Agreement;
- (b) to ensure the scope of works and deliverables specified in **Project Proposals** in **Appendix A** of this Agreement are carried out and completed within the duration of this Agreement and in accordance with the **Project Implementation Schedule in Appendix A**;
- (c) to support the activities undertaken for the purpose of completing the Project;
- (d) to assist and cooperate with each other in the performance of the Project;
- (e) to respond promptly to any queries from time to time in respect of the Project and any other matters in relation thereto;
- (f) to provide all the available and necessary information for the Project;
- (g) to utilize the funding in accordance with the term of this Agreement; and
- (h) In the event either Party ("Equipment Lender") provides to the other Party ("Equipment Borrower") any Equipment, the Equipment Borrower shall at its own cost and at all times during the course of the Project:-
  - (i) maintain a complete list of the equipment held by the Equipment Borrower;
  - (ii) maintain and ensure the up-keep of the equipment;

- (iii) safeguard and ensure the security of the equipment;
- (iv) allow the Equipment Lender, at the Equipment Lender's cost, to examine the equipment after giving reasonable notice of its intention to do so; and
- (v) upon completion or early termination of the Projects, return the equipment to the Equipment Lender in good repair, taking into account reasonable wear and tear. In the event the Equipment Borrower is unable to return the equipment or the equipment is irreparably damaged, the Equipment Borrower shall be liable to compensate the Equipment Lender for such equipment.

4.4 Neither Party hereto shall, except in so far as provided for under this Agreement, be constrained and/or prevented from carrying out its ordinary course of business outside the object of this Agreement for its own benefit save for any part of the said business that contravenes this Agreement.

4.5 It is the understanding and intention of the Parties hereto that this Agreement does not purport to set forth the entire agreement amongst the Parties hereto relating to the performance of the Project. Matters such as manufacturing and distribution license, marketing, commercialisation etc. shall be governed by their respective agreements. Such entire and formal agreements shall be negotiated between the Parties as soon as may be practicable from the date it is determined by the Parties that it is proper to do so.

## 5.0 FINANCIAL OBLIGATIONS

5.1 Each Party undertakes to provide the Project Fund pursuant to the Budget Details as described in **Appendix C** and in accordance with the following payment term for the purposes of implementation of the Project: -

- (a) **UMPSA** shall provide research grant of **Ringgit Malaysia Fifteen Thousand (RM15,000.00) only** to **UM** (hereinafter referred to the "**UMPSA Fund**") for **UM** to implement the Project; and
- (b) **UM** shall provide research grant of **Fifty Seven Million Eight Hundred Thirty Seven Thousand and Six Hundred Indonesian Rupiah (IDR57,837,600.00) only** to **UMPSA** (hereinafter referred to the "**UM Fund**") for **UMPSA** to implement the Project.

5.2 Within fourteen (14) days upon signing of this Agreement:-

- (a) **UM** shall submit an invoice to **UMPSA** for the **UMPSA Fund** and **UMPSA** shall transfer the **UMPSA Fund** amount to **UM** within fourteen (14) days from the date of receipt of the invoice.

(b) UMPSA shall submit an invoice to UM for the UM Fund and UM shall transfer the UM Fund amount to UMPSA within fourteen (14) days from the date of receipt of the invoice.

(c) In the event that either Party is unable to transfer the funds as stipulated in Clause 5.1 to the other Party, the Party responsible for the transfer of said funds shall be obligated to provide a written notice to the receiving Party. The receiving Party reserves the right to suspend any related Project activities until payment is resolved.

5.3 Each Party shall bear its own costs in transferring the amounts described in Clause 5.1 above, including but not limited to bank charges, withholding taxes (as imposed by any tax authority), and shortfall due to foreign exchange currency transaction, if any.

5.4 The payments payable under Clause 5.1 shall be made by to the following accounts:-

(a) all payments payable under Clause 5.1(a) shall be made by **UMPSA** to **UM** to the following account:

Bank	<b>Bank Negara Indonesia</b>
SWIFT CODE	<b>BNINIDJAMLG</b>
Branch Name	<b>151 Malang</b>
Account Number	<b>9888855531080008</b>
Account Holder/name	<b>TUAN SIDEK</b>

(b) all payments payable under Clause 5.1(b) shall be made by **UM** to **UMPSA** to the following account:

Bank	<b>MAYBANK ISLAMIC BERHAD</b>
Account Number	<b>556235301457</b>
Account Holder	<b>Bendahari UMPSA</b>

5.5 Each Party reserves the right to suspend its implementation of any activities or obligations under the Project if the other Party fails to fulfill its financial obligations in accordance with this Agreement.

## 6.0 INTELLECTUAL PROPERTY

6.1 Upon being informed by any of their researchers of any inventions first actually reduced to practice in the performance of the Project, 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.

- 6.2 Except as otherwise expressly agreed in writing, all rights, titles and interests in any Intellectual Property owned by any Party prior to the execution of this Agreement (hereinafter shall be referred to as "Background Intellectual Property"), shall be vested solely in that Party. Neither Party shall gain by virtue of this Agreement any rights of ownership or license to the copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other Party. The proprietary rights vested in the owner on the Background Intellectual Property shall restrict the other Party to use such intellectual rights for any other reason or purpose than the intended purpose stipulated herein.
- 6.3 Foreground Intellectual Property Rights shall mean any Intellectual Property Rights that arise, or are obtained or developed, created, written, prepared and discovered jointly by the Parties, arising or otherwise brought into existence pursuant to this Agreement.
- (i) To the extent that the Foreground Intellectual Property is generated or developed by **UMPSA** alone, then it shall vest in and be owned absolutely by **UMPSA**;
  - (ii) To the extent that the Foreground Intellectual Property is generated or developed by **UM** alone, then it shall vest in and be owned absolutely by **UM**; and
  - (iii) To the extent that the Foreground Intellectual Property is generated or developed by the Parties jointly, then it shall vest in and be owned jointly by the Parties.

The Parties expressly agree that in relation to the Foreground Intellectual Property referred to in Clause 6.3(iii) above, each Party grants to the other, a royalty-free, irrevocable, non-transferable, non-sublicensable, non-exclusive license to use the Foreground Intellectual Property for the purpose of carrying out the Project and for its own internal research and development.

- 6.4 The Parties shall retain the right to use the results of the Project for research and educational purposes subject to Clause 8 (Confidentiality) and Clause 9 (Right to Publish) of this Agreement.
- 6.5 Infringement Claim against UMPSA and UM either individually or jointly by any third party.

If any claim is made or threatened against UMPSA and UM either individually or jointly by any third party on the ground that the Parties' use of any Background Intellectual Property and/or the use of the Foreground Intellectual Property constitutes an infringement of any intellectual property rights of any other third party which is not due to the Parties' default, each Party will notify the other Party as soon as practicable after it becomes aware of the claim or threatened claim, and:-

- (a) The owning Party(s) shall mutually appoint and instruct legal advisers and in connection with any proceedings or negotiations in connection with the claim or threatened claim and to determine the forum for any such proceedings;
- (b) All Parties shall assist each other for the purpose of any such proceedings or negotiations;
- (c) Except pursuant to a final award by a court, the owning Party(s) shall mutually agree on any settlement, or compromising any such claim or threatened claim, or compromising any such proceedings; and
- (d) Any costs and expenses incurred either administrative, award or legal costs in such lawsuit or administrative action shall be borne by the owning Party(s) of such Intellectual Property rights.

**6.6 Infringement against another third party by UMPSA or UM either individually or jointly.**

Each Party shall immediately notify the other Party of any possible infringement of the Background Intellectual Property and/or the Foreground Intellectual Property, which may come to their attention and, use its best efforts to assist the owning Party(s) to investigate, stop, pursue and prosecute any infringer of the Background Intellectual Property and/or the Foreground Intellectual Property by all administrative and legal means available. The expenses incurred by that Party in such lawsuit or the administrative action shall be borne by the party or parties initiating the lawsuit or administrative action.

**6.7 Survival**

The Parties agree that this Clause 6 shall survive the termination and/or expiration of this Agreement.

**6.8** Any licenses to such Intellectual Property Rights shall be the subject of separate agreements between the Parties.

**7.0 PROGRESS REPORTS**

**7.1** Each Party shall furnish the other Parties written reports of the progress of works carried out for the Project from time to time.

**7.2** Each Party shall respond promptly to any queries from the other Parties from time to time in respect of the progress of the works in relation to the Project and any other matters in relation thereto by such means as are agreed from time to time by the Parties hereto.

## 8.0 CONFIDENTIALITY

- 8.1 Each Party hereto shall maintain in confidence all Confidential Information disclosed by the other Party hereto.
- 8.2 Neither Party will use, disclose nor grant use of such Confidential Information except as expressly authorized by this Agreement. To the extent that disclosure is authorized by this Agreement, the disclosing Party will obtain prior agreement from its employees, agents or consultants to whom disclosure is to be made to hold in confidence and not make use of such information for any purpose other than those permitted by this Agreement. Each Party shall use at least the same standard of care as it uses to protect its own most confidential information to ensure that such employees, agents or consultants do not disclose or make any unauthorized use of such Confidential Information. Each Party shall promptly notify the other upon discovery of any unauthorized use or disclosure of the Confidential Information.
- 8.3 The obligations of confidentiality contained in this Clause 8 will not apply to the extent that it can be established by the receiving Party by competent proof that such Confidential Information:-
- (a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the other Party; or
  - (b) was generally available to the public or otherwise part of the public domain, not through the breach of the receiving Party of its confidentiality obligation to the disclosing Party; or
  - (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party or any third party in breach of this Agreement; or
  - (d) was disclosed to the receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the other Party not to disclose such information to others; or
  - (e) was required by any applicable laws, governments or court orders or regulations **PROVIDED ALWAYS THAT** the receiving Party shall first obtain the feedback and approval of the other Party in order to protect the confidentiality of the information insofar as it is permissible and legal to do the same.
- 8.4 A Party ("the Indemnifying Party") shall indemnify the other Party against any loss or damage which the other Party may sustain or incur as a result of any breach of Confidential Information by the Indemnifying Party or its employees.
- 8.5 The Parties agree to comply with all data protection provisions including, without limitation, the Personal Data Protection Act 2010 and any other applicable legislation relating to data protection.

8.6 The obligations of each of the Parties herein shall continue in effect notwithstanding the termination of this Agreement.

## 9.0 RIGHT TO PUBLISH

9.1 Any publication by any Party of the outcome of the Project; or any data or information provided or contributed by the other Parties to the Project, or acquired by the other Parties by reason of the Project shall be with the consent of the other Party to this Agreement.

9.2 For the purpose of obtaining consent for publication under Clause 9.1:-

- (a) the Party wishing to publish shall furnish the other Party a copy of the proposed publication; and
- (b) the other Party shall review the proposed publication within twenty-one (21) days or any extended period (hereinafter shall be referred to as the "Review Period") which have been mutually agreed to from the date the proposed publication is furnished.

9.3 Where the Parties deem it reasonably necessary to protect the interests of the Parties in the Project, proposed publication containing the other Party's Confidential Information or details of an invention et cetera may be withhold until a patent application is filed or other appropriate steps to protect such interests are taken and completed.

## 10.0 TERMINATION

10.1 Any Party may terminate this Agreement at any time during the duration of this Agreement by giving the other Party three (3) months' notice in writing.

10.2 Without prejudice to any other rights of the Parties under this Agreement or at law, either Party may immediately terminate this Agreement at any time by giving notice in writing to the other Party, on the occurrence of any of the following events:-

(a) by UMPSA where:-

- (i) UM default in providing the fund specified in Clause 5.1 to UMPSA in accordance with the terms under Clause 5 and such failure shall continue for a period of fourteen (14) days after the date on which UM receives a written notice of such default/failure from UMPSA;

(b) by either Party where the other Party:-

- (i) breaches any term, condition, undertaking, representation or warranty under this Agreement and such breach shall remain un-remedied for a

period of fourteen (14) days after the date of a written request to remedy the same; or

- (ii) shall have become or threatens or resolves to become insolvent or compounds with or makes arrangements with its creditors or goes into liquidation whether voluntarily (save for the purpose of a bona fide amalgamation, merger, consolidation or reconstruction without insolvency) or compulsorily; or
- (iii) has a provisional liquidator, trustee, receiver or manager or receiver and/or manager appointed in respect of its business or undertaking or possession of its property or assets is taken by or on behalf of its creditors or debenture holders secured by a floating charge; or
- (iv) ceases or threatens to cease to conduct its business in the normal manner; or
- (v) has an order made or a resolution passed for its winding up, otherwise than for the purposes of a reconstruction or amalgamation; or
- (vi) makes any application under Section 366, Companies Act 2016 [Act 777] or commences any similar proceeding or application under any laws, by-laws, regulations, rules or otherwise, or any procedures relating to reconstruction, adjustment of its debts, compromise or arrangements with its creditors.

## **11.0 CONSEQUENCE OF TERMINATION**

### **11.1 Upon termination or expiry of this Agreement:-**

- (a) The Parties shall be discharged from performing any future acts in respect of this Agreement save for provisions expressly stated to survive the termination of this Agreement;
- (b) All rights and liabilities of a Party against the other Party shall terminate save for any rights and liabilities that may accrue prior to termination of this Agreement;
- (c) The Parties shall:-
  - (i) use their best endeavours to cease/stop the work carried out in relation to the Project systematically and where applicable to complete such outstanding work during the relevant action periods. Each Party shall deliver the relevant documentations of the Project developed as at the date of termination to the other Party within thirty (30) days from such termination date;

- (ii) cease using any documentation, software or other Intellectual Property Rights belonging to the other Party;
- (iii) immediately deliver up to the other Party all documentation and other intellectual property made available under or in connection with this Agreement;
- (iv) specify the disposition of all properties, inventions, patent or other intellectual property applications and other results of work accomplished or in progress, arising from or performed under this Agreement, all in accordance with the rights granted to the Parties under the terms of this Agreement;
- (v) return forthwith any resources, facilities, equipment of the other Party the use of which has been extended or otherwise provided by the other Party to the returning Party specifically for the purposes of the Projects or otherwise pursuant to this Agreement;
- (vi) not do anything which represents or might reasonably be taken to represent to third parties that there is a continuing association and/or relationship between the Parties;
- (vii) submit to the other Party the detailed reports of the costs of the Project and other payments which has become due and owing from the other Party prior to the termination for verification and approval by the other Party;
- (viii) pay to the other Party not later than six (6) months after the date of termination the aggregate of all amounts at that time which may be owing by a Party to the other Party under this Agreement; and
- (ix) Each Party shall retain all books for account, operating records, ledgers or such other written documents as the case may be for a period of six (6) years after the completion of the Project or early termination of this Agreement for inspection by the other Party on the expenditures spent as well as the technical progress and performance of the Project,

For the purpose of this sub-clause (ix), a Party shall also retain all of its books of account, operating records, ledgers or such other written documents as the case may be for the same period of six (6) years after the completion of the Project or early termination of this Agreement for the other Party's inspection and, if so required and requested by the other Party, to promptly provide full and frank disclosure as well as copies of such documents to the other Party for the purpose of complying with the other Party's inspections of such documents.

- 11.2 Any termination of this Agreement pursuant to Clause 10 shall be without prejudice to the rights of the Party terminating to seek and obtain damages for any breach of this Agreement by the other Party.
- 11.3 Unless otherwise agreed by the Parties, upon the expiry/termination of this Agreement or where the Disclosing Party so requests in writing, the Receiving Party shall:
- (a) Return to the Disclosing Party all original and copy documents containing Confidential Information;
  - (b) Destroy all original and copy documents containing analyses, studies, compilations and other materials derived from the Confidential Information;
  - (c) Permanently remove all Confidential Information from any computer, disk or other device containing Confidential Information; and
  - (d) Provide a written confirmation signed by the authorized representative of the Receiving Party confirming compliance with the obligations contained in this Clause 11.3.
- 11.4 Expiration or termination of this Agreement shall not release either Party from any obligation accrued hereunder on or before the expiration or termination of this Agreement and also any obligation of damages which would accrue after the expiration or termination of this Agreement for any reason related to this Agreement.

## **12.0 FORCE MAJEURE**

- 12.1 Neither UMPSA nor UM shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An event of "force majeure" shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean:-
- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism;
  - (b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
  - (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

- (d) natural catastrophe including but not limited to earthquakes, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather;
- (e) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of UM or their contractors or the Government which causes, or can reasonably be expected to cause any Party to fail to comply with its obligations;
- (f) pandemic or epidemic; or
- (g) any other unforeseeable event which fulfils the criteria as set forth below:
  - (i) beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;
  - (ii) which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected Party having taken all reasonable precautions and due care;
  - (iii) which directly causes the affected Party to be unable to comply with all or a material part of its obligations under this Agreement; and
  - (iv) which is not the direct result of a breach by the affected Party of its obligations under this Agreement,

**PROVIDED THAT** an Event of Force Majeure shall not include economic downturn, non-availability of or insufficient of funds or lack of financing on the part of either Party to perform its obligations under this Agreement.

## 12.2 Reliance on Force Majeure

- (a) Neither Party shall be entitled to rely upon the provisions of Clause 12.1 above if:-
  - (i) both Parties have not mutually determined that an Event of *Force Majeure* has occurred; or
  - (ii) any of the Parties does not agree that a particular event or occurrence, which has occurred, is an Event of *Force Majeure*.
- (b) In the event of any dispute as to whether any particular event or occurrence is an Event of *Force Majeure* or not, the dispute shall be resolved amicably.

### 12.3 Delays and Interruption

(a) Mitigation

If an Event of *Force Majeure* occurs by reason of which one Party is unable to perform its obligation under this Agreement, the affected Party shall inform the other Party as soon as reasonably practicable thereafter of the occurrence of that Event of *Force Majeure* and shall use all reasonable endeavours to mitigate any delay or interruption to the performance of this Agreement.

(b) Termination

If a Party is unable to perform any of its obligations under this Agreement as a result of the continuing occurrence of an Event of *Force Majeure* for a continuous period of more than thirty (30) days and such Event of *Force Majeure* is of such severity so as to frustrate the intention of this Agreement, then either Party may, by written notice, terminate this Agreement, and neither of the Parties hereto, save for any antecedent breaches, shall be liable to the other.

### 12.4 Effect of Termination

If this Agreement is terminated by an event of *Force Majeure* pursuant to the above Clause, all rights and obligations of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the event of *Force Majeure*.

### 12.5 Continuing Obligations

For the avoidance of doubt the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of *Force Majeure* and such obligations shall, pending the outcome pursuant to Clause 12.2 continue in full force and effect.

## 13. **WARRANTIES**

### 13.1 UMPSA represents and warrants that:-

- (a) it is a public university validly existing under the laws of Malaysia;
- (b) it has the power to enter into and perform its obligations under this Agreement and to carry out the obligations and to carry on its business as contemplated by this Agreement;

- (c) it has taken all necessary corporate actions to authorize its signatory stated herein to enter into and to perform this Agreement and to carry out the obligations contemplated by this Agreement;
- (d) as at the date of this Agreement, neither the execution nor performance by UMPSA of this Agreement nor any obligations contemplated by this Agreement shall violate in any respect any provision of:-
  - (i) its Constitution; or
  - (ii) any other document or agreement binding upon it or its assets;
- (e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;
- (f) this Agreement constitutes a legal, valid and binding obligation of UMPSA and is enforceable in accordance with its terms and conditions;
- (g) it has the necessary technical capability to perform its obligations under this Agreement and carry out the Proposal; and
- (h) it shall perform the obligations in good faith and warrants that the outcome of the Project shall meet the highest professional standards,

and UMPSA acknowledges that UM have entered into this Agreement in reliance on its representations and warranties as aforementioned in Clause 13.1.

13.2 UM represents and warrants that:-

- (a) it is a state university validly existing under the laws of Indonesia;
- (b) it has the power to enter into and perform its obligations under this Agreement and to carry out the tasks and to carry on its business as contemplated by this Agreement;
- (c) it has taken all necessary corporate actions to authorize its signatory stated herein to enter into and to perform this Agreement and to carry out the tasks contemplated by this Agreement;
- (d) as at the date of this Agreement, neither the execution nor performance by UM of this Agreement contemplated by this Agreement shall violate in any respect any provision of:-
  - (i) its Constitution; or
  - (ii) any other document or agreement binding upon it or its assets;

- (e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;
- (f) this Agreement constitutes a legal, valid and binding obligation of UM and is enforceable in accordance with its terms and conditions;
- (g) it has the necessary technical capability to perform its obligations under this Agreement and carry out the Proposal; and
- (h) it shall perform its obligations under this Agreement in good faith and warrants that the obligations performed shall meet the highest professional standards,

and UM acknowledges that UMPSA has entered into this Agreement in reliance on its representations and warranties as aforementioned in Clause 13.2.

#### **14. AUTHORIZATION AND COMPLIANCE**

- 14.1 All undertakings and obligations assumed hereunder by either Party are subject to issuance and continuance of all necessary governmental and regulatory licenses, waivers, consents, registration, permissions, and approvals (where applicable).
- 14.2 Each of the Parties hereby undertakes to use its reasonable effort to obtain and/or retains such approvals as may be necessary throughout the duration of this Agreement.
- 14.3 Each Party agrees to conform to all applicable laws, rules and regulation in the performance of this Agreement. Each of the Parties shall secure and maintain, at its sole expense, all licenses, permits and authorizations from all governmental agencies necessary for the performance of its obligations.

#### **15.0 PUBLIC STATEMENT**

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

#### **16.0 ASSIGNMENT**

This Agreement and all rights and obligations hereunder are personal to the Parties hereto and shall not be assigned in whole or in part by any Party without the prior written consent of the other Party.

## **17.0 WAIVER**

- 17.1 Any act and/or omission purported or alleged to be tantamount to a waiver and/or acquiescence by any Party hereto of any breach of this Agreement or of any right, power, authority, discretion or remedy arising upon a breach of or default under this Agreement, shall be in writing by the Party acting and/or omitting as such and shall not in any manner whatsoever be deemed to be a continuing waiver.
- 17.2 A breach of or default under this Agreement is not waived by any failure or delay of non-breaching or non-defaulting Party in exercising or partial exercise of any right, power, authority, discretion or remedy under this Agreement.

## **18.0 APPLICABLE LAW**

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

## **19.0 NOTICES**

- 19.1 Any notice required to be given pursuant to this Agreement shall be in writing and may be delivered or posted by ordinary mail, email, postage prepaid, to the address as set out below.

### **(a) For UMPSA**

Address : Research Management Centre,  
Universiti Malaysia Pahang Al-Sultan Abdullah,  
26600 Pekan,  
Pahang

Attn. To : Director of Research Management Centre

E-mail : norhayati@umpsa.edu.my

Tel. No. : 09-4316864

Fax No. : 09-4245444

### **(b) For UM**

Address : Research Institute and Community Engagement (RICE)  
Gedung Graha Rektorat It.6  
Jalan Semarang No. 5 Malang  
65145, East Java, Indonesia

Attn. To : Prof. Markus Diantoro, M.Si

E-mail : markus.diantoro.fmipa@um.ac.id

Tel. No. : +62341-551312

Fax No. : -

19.2 The addresses referred to in the preceding sub-clause may, from time to time, be changed by written notice.

19.3 Any notice given under this Clause by post shall be deemed to have duly served at the expiration of seven (7) clear days (*i.e.* excluding weekends or public holidays) after the time of such posting and production of any official post office receipt showing the time and date of posting shall be conclusive evidence of the time and date of posting.

#### **20.0 ENTIRE AGREEMENT**

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.

#### **21.0 SUCCESSORS-IN-TITLE**

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

#### **22.0 AMENDMENT OR MODIFICATION**

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

#### **23.0 SEVERABILITY**

If any provision of this Agreement is held by any competent authority to be a violation of any applicable law, statute or regulation and becomes void, voidable, invalid, illegal or otherwise unenforceable, or an indication of the same is received by any of the Parties from any competent authority, the Parties shall amend that provision in such reasonable manner as to achieve the intention of the Parties without illegality or the provision may be severed and deleted from this Agreement, and this Agreement shall remain in full force and effect as if such terms, conditions and provisions had not originally be contained in this Agreement.

#### **24.0 COST**

The stamps duty, if any, on this Agreement, shall be borne equally by the Parties. The Parties shall bear its own costs and expenses for preparing approving and completing this Agreement.

**25.0 NAME AND LOGO**

Neither Party shall use, nor permit any person or entity to use the name or logo (or any variation thereof) of the other Party without prior written consent of that other Party.

**26.0 SETTLEMENT OF DISPUTES**

26.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any provision of this Agreement and the agreements made pursuant to this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties.

26.2 If such matter, dispute or claim cannot be agreed by the relevant Parties within thirty (30) days after the date of consultation, either Party may refer that matter, dispute or claim to the Courts of Malaysia.

**27.0 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 the Parties hereto or as constituting the Parties as agents or representatives of one another for any purpose or in any manner whatsoever.

**28.0 TIME**

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

**29.0 SCHEDULES, ATTACHMENTS, ANNEXURES, APPENDIXES**

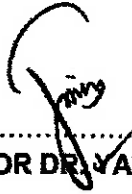
All schedules, attachments, annexures and appendices hereto shall be read, construed and formed part of this Agreement.

***[The rest of this page is intentionally left blank]***

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement the day and year first above mentioned.

Signed for and on behalf of

**UNIVERSITI MALAYSIA PAHANG  
AL-SULTAN ABDULLAH**



.....  
**PROFESSOR DR. YATIMAH BINTI  
ALIAS**  
Vice-Chancellor

Signed for and on behalf of

**UNIVERSITAS NEGERI MALANG**



.....  
**PROFESSOR DR. HARIYONO, M.Pd**  
Rector

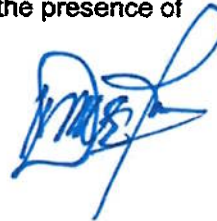


In the presence of



.....  
**PROFESSOR TS. DR. AIDA BINTI  
MUSTAPHA**  
Deputy Vice-Chancellor  
Research and Innovation

In the presence of



.....  
**PROFESSOR DR. MARKUS DIANTORO, M.Si**  
Chair  
Institute for Research and Community  
Engagement

# UNIVERSITY MATCHING GRANT

## Appendix A

### PROJECT PROPOSAL

<u>PROGRAMME TITLE</u>	
<b>PROSEDUR DAN PERATURAN HALAL, SUDUT PANDANG PENGUSAHA DAN CABARAN DALAM PELAKSANAAN PENSIJILAN HALAL PREMIS MAKANAN: KAJIAN PERBANDINGAN ANTARA MALAYSIA DAN INDONESIA</b>	
<b>UMPSA</b>	<b>UM</b>
<u>Sub-Project Title</u> Prosedur dan Peraturan Halal, Sudut Pandang Pengusaha dan Cabaran dalam Pelaksanaan Pensijilan Halal Premis Makanan di Malaysia.	<u>Sub-Project Title</u> Prosedur dan Peraturan Halal, Sudut Pandang Pengusaha dan Cabaran dalam Pelaksanaan Pensijilan Halal Premis Makanan di Indonesia.
<u>Project Leader</u> Dr Tuan Sidek bin Tuan Muda	<u>Project Leader</u> Prof Dr Titi Mutiara Kuranawati
<u>Executive Summary of Research</u>  <p>Seiring dengan peningkatan kesedaran halal, pensijilan halal juga semakin mendapat perhatian. Di Malaysia, terdapat sembilan kategori pensijilan halal dan salah satunya ialah kategori premis makanan. Kategori ini merangkumi pemberian sijil halal kepada pelbagai jenis premis makanan seperti dapur hotel, restoran, gerai, kiosk, warung dan sebagainya yang telah mematuhi syarat dan prosedur pensijilan halal. Walaupun pensijilan halal dalam industri makanan berkembang pesat dengan peningkatan permohonan sijil halal dari pelbagai Syarikat dan pengusaha, kategori premis makanan masih menunjukkan perkembangan yang agak perlahan khususnya restoran, warung dan gerai. Walaupun pensijilan halal menawarkan pelbagai manfaat termasuk meluaskan capaian pasaran dan meningkatkan kepercayaan pengguna, sebahagian besar restoran terutamanya yang berada pada kategori kecil dan sederhana masih belum mendapat pensijilan halal. Berdasarkan pemerhatian juga, belum banyak premis makanan seperti warung, gerai dan restoran memiliki sijil halal. Inilah situasi di Malaysia pada hari ini. Sehubungan dengan itu kajian ini dicadangkan untuk melihat pelbagai peraturan dan prosedur sedia ada, persepsi pengusaha dan cabaran dalam pelaksanaan premis makanan halal. Kajian perbandingan dengan pelaksanaan di Indonesia dicadangkan agar dapat dibuat penelitian terhadap prosedur sedia ada, persepsi dan cabaran pelaksanaan di sana. Tujuan kajian perbandingan ini dibuat untuk meneliti pelaksanaan semasa di kedua-dua buah negara dan mengenal pasti sejauh mana kelebihan dan kekurangan yang ada pada kedua-dua negara agar dapat saling kukuh memperkukuhkan antara satu sama lain serta memperkasa pensijilan halal di kedua-dua buah negara. Hasil daripada kajian ini ialah dapatan daripada penelitian terhadap pelaksanaan pensijilan halal sedia ada di kedua-dua buah negara dan dapat pula dikenal pasti kelebihan dan kelemahan yang ada untuk ditambah baik dan diperkasakan. Dengan itu juga, diharapkan agar proses pensijilan halal dan pematuhannya dalam kalangan pengusaha premis makanan semakin meningkat. Mudah-mudahan peningkatan tersebut akan menyumbang kepada keterjaminan halal dan keselamatan makanan yang disediakan di pelbagai premis makanan.</p>	

<b><u>Connection Amongst Projects</u></b>	
<p><b><u>Research Objective</u></b></p> <ol style="list-style-type: none"> <li>1. Menjelaskan peraturan dan prosedur sedia ada dalam pelaksanaan pensijilan halal di Malaysia.</li> <li>2. Mengenal pasti cabaran-cabaran dalam pelaksanaan pensijilan halal dalam kategori premis makanan di Malaysia.</li> <li>3. Meninjau sudut pandang pengusaha premis makanan di Malaysia berkaitan sijil dan logo halal dalam kategori premis makanan.</li> </ol>	<p><b><u>Research Objective</u></b></p> <ol style="list-style-type: none"> <li>1. Menjelaskan peraturan dan prosedur sedia ada dalam pelaksanaan pensijilan halal di Indonesia.</li> <li>2. Mengenal pasti cabaran-cabaran dalam pelaksanaan pensijilan halal dalam kategori premis makanan di Indonesia.</li> <li>3. Meninjau sudut pandang pengusaha premis makanan di Indonesia berkaitan sijil dan logo halal dalam kategori premis makanan.</li> </ol>
<p><b><u>Research Methodology</u></b></p> <p>Fasa 1: Pengumpulan data berkaitan peraturan, prosedur sedia ada dan cabaran dalam pensijilan halal premis makanan di Malaysia bagi memenuhi objektif yang pertama dan kedua:</p> <ul style="list-style-type: none"> <li>o Analisis dokumen berkaitan.</li> <li>o Temu bual semi struktur dengan pelbagai pihak yang terlibat dalam pelaksanaan prosedur dan peraturan halal dan cabaran dalam pelaksanaan dan pemerkasaan pensijilan halal premis makanan di Malaysia.</li> </ul> <p>Fasa 2: Pengumpulan data berkaitan sudut pandang pengusaha premis makanan terhadap sijil halal di Malaysia.</p> <ul style="list-style-type: none"> <li>o Pembangunan soalan kajian untuk temu bual struktur. Proses kesahan dan kepercayaan</li> <li>o Temu bual struktur dengan sampel pengusaha premis makanan di Malaysia.</li> </ul> <p>Fasa 3: Analisis data-data, mengemukakan cadangan penambahbaikan, penulisan laporan dan penerbitan.</p>	<p><b><u>Research Methodology</u></b></p> <p>Fasa 1: Pengumpulan data berkaitan peraturan, prosedur sedia ada dan cabaran dalam pensijilan halal premis makanan di Indonesia:</p> <ul style="list-style-type: none"> <li>o Analisis dokumen berkaitan.</li> <li>o Temu bual semi struktur dengan pelbagai pihak yang terlibat dalam pelaksanaan prosedur dan peraturan halal dan cabaran dalam pelaksanaan dan pemerkasaan pensijilan halal premis makanan di Indonesia.</li> </ul> <p>Fasa 2: Pengumpulan data berkaitan sudut pandang pengusaha premis makanan terhadap sijil halal di Indonesia.</p> <ul style="list-style-type: none"> <li>o Pembangunan soalan kajian untuk temu bual struktur. Proses kesahan dan kepercayaan</li> <li>o Temu bual struktur dengan sampel pengusaha premis makanan di Indonesia.</li> </ul> <p>Fasa 3: Analisis data-data, mengemukakan cadangan penambahbaikan, penulisan laporan dan penerbitan.</p>



## **Appendix B**

### **GROUP OF RESEARCHERS**

(shall be formed as part and parcel of the Agreement)

#### **Personnel from UMPSA**

1. Dr. Tuan Sidek bin Tuan Muda (Leader)
2. Dr. Mohd Suhardi Bin Mat Jusoh (Member)
3. Ts. Dr. Azizan bin Ramli (Member)
4. Associate Professor Dr. Farhan binti Mohd Said (Member)

#### **Personnel from UM**

1. Prof. Dr. Titi Mutiara Kiranawati, M.P. (Leader)
2. Cassandra Permata Nusa, S.Gz., M.Si.
3. Rizki Yulianingrum, S.Pd., M.Pd.
4. Anggi Martiningtyas Januwati Saputri, S.Pd., M.Sc

**Appendix C**  
**PROJECT COST**  
(shall be formed as part and parcel of the Agreement)

**A. Budget details**

Vote No.	UM FUND		UMPSA FUND
	IDR	MYR	MYR
Vote 11000: Salary & Wages			
Vote 21000: Travel and Transportation	15,808,944.00	4,100.00	4,100.00
Vote 24000: Rental			
Vote 27000: Research Materials & Supplies			
Vote 29000: Special Services	40,293,528.00	10,450.00	10,900.00
i. Proofreading			
ii. Scopus journal			
ii. Conference			
iii. Professional technical fee			
Vote 35000: Special Equipment			
i. Design Tools			
Management Fee (3%)	1,735,128.00	450.00	
<b>TOTAL</b>	<b>57,837,600.00</b>	<b>15,000.00</b>	<b>15,000.00</b>

\*Exchange Rate per 23 Jul 2025, 4.00 pm, by [xe.com](http://xe.com), 1 MYR = 3,855.84 IDR, 1 IDR = 0.000259347 MYR