



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**UNIVERSITAS NEGERI MALANG**

**AND**

**UNIVERSITI MALAYA**

**FOR  
RESEARCH COLLABORATION  
(NON COMMUNICABLE DISEASES)**

Ref Number : 30.10.33/UN32/KS/2023

This agreement is signed by the following parties:

**This Memorandum of Agreement (MoA) on Research Collaboration between Universitas Negeri Malang represented by Faculty of Sports Science having address at Jalan Semarang 5, Malang, Indonesia, hereinafter referred to as THE FIRST PART, and Universiti Malaya represented by Faculty of Medicine having address at Lembah Pantai, 50603 Kuala Lumpur hereinafter referred to as THE SECOND PARTY.**

THIS AGREEMENT is made on the October 19<sup>th</sup> 2023 **PARTY** and **THE SECOND PARTY** hereafter shall collectively be referred to as **THE PARTIES**. This Memorandum of Agreement for Research Collaboration with topic “**Non communicable diseases**” is developed and established between **THE PARTIES** under the following terms:

**1. PURPOSE AND OBJECTIVE**

- 1.1 The purpose of this Memorandum of Agreement is to support collaboration between **THE PARTIES** within the scope of this agreement mentioned in Article 2.
- 1.2 The objective of this Memorandum of Agreement is to develop research collaboration between **THE PARTIES**.

## 2. SCOPE

- 2.1 The scope of this Implementation of Agreement includes research collaboration between the faculty members and students of **THE PARTIES**.
- 2.2 **THE PARTIES** shall monitor the implementation of research collaboration at least once in 1 (one) year.
- 2.3 The research collaboration between **THE PARTIES** involves faculty members/lecturers and students, as follows:

Institution	Organizing Unit	Name of Faculty Members
Universitas Negeri Malang	Study Program of Bachelor of Public Health Science, Department of Public Health Science	1. Tika Dwi Tama , S.K.M., M.Epid (Project Leader) 2. dr. Hartati Eko Wardani , M.Si.Med 3. drg. Rara Warih Gayatri, M.PH 4. dr. Agung Kurniawan , M.Kes 5. Nada Syifa
Universiti Malaya	Dean's office, Faculty of Medicine; Department of Social and Preventive Medicine, & Department of Medicine, Faculty of Medicine	1. Prof. Dr. Low Wah Yun (Project Leader) 2. Prof. Dr. Choo Wan Yuen 3. Prof. Dr. Lim Kheng Seang

## 3. FUNDING

This research collaboration is funded by internal research grants of Universitas Negeri Malang and no monetary sharing is enforced in this agreement. However, The Parties will not to any other relevant collaborative research grant application within the two Parties. Should there be changes of funding arrangements, a separate and specific agreement shall be prepared and meet the approval of **THE PARTIES**. This grant covers all research activities in Indonesia and publication fee.

## 4. DURATION

- 4.1 This Memorandum of Agreement is effective from October 19<sup>th</sup> 2023 2023 and valid until 31 December 2025.
- 4.2 This Agreement may be terminated at any time by mutual written agreement between the Parties.
- 4.3 If due to circumstances beyond its control Universiti Malaya is unable to fulfill its obligations under this Agreement, Universiti Malaya shall notify Universitas Negeri Malang immediately.
- 4.4 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.

4.5 The Parties agree that Universiti Malaya may immediately terminate this Agreement by notice in writing to Universitas Negeri Malang in the following circumstances:

- a. the making or filing of any application to liquidate or wind up Universitas Negeri Malang (other than for the purpose of reconstruction or amalgamation) under any law or government regulation relating to bankruptcy or insolvency whether by a third party or by Universitas Negeri Malang;
- b. the appointment of a receiver or administrator over all or substantially all of the property of Universitas Negeri Malang; or
- c. the making by Universitas Negeri Malang of an assignment or attempted assignment for the benefit of its creditors.

4.6 Any termination of this Agreement pursuant to Article 4 (4) or (5) 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.

## **5. CONFIDENTIALITY**

5.1 **THE PARTIES** shall take reasonable actions to keep confidential all Confidential Information and shall not communicate or divulge to any person or body or entity any Confidential Information nor publish or cause to be published any Confidential Information, unless prior written consent of the Parties hereto has been duly obtained.

5.2 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.

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

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

5.4 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.

5.5 The obligations of confidentiality under this Agreement shall survive the expiry or earlier termination of this Agreement for a period of five (5) years.

## 6. OBLIGATION

### 6.1 General Duties

- a) Each Party/ Parties hereby undertakes to use all reasonable endeavours to perform and enable the other Party/ Parties to perform in time the tasks assigned to each Party/ Parties in the implementation of the Project in accordance with this Agreement.
- b) Each Party/ Parties hereby undertakes to perform the task assigned to each Party/ Parties in proper manner and in accordance with good management practice and shall comply with the present laws and statutes.
- c) Each Party/ Parties hereby undertakes to assist and cooperate with each other in the performance of the Project. Such assistance and cooperation shall include the provision of materials, facilities, data and information as may be reasonably required to satisfactorily perform the Project.

### 6.2 Obligations of Universiti Malaya

- a) to consult and inform the **First Party** if there is any change of circumstances which may affect the implementation of the Project under this Agreement;
- b) to ensure that the PI and any other personnel appointed by the **Second Party** for the purpose of the Project coordinate their works/services with the **First Party**;
- c) to allow the use relevant data and/or proprietary information of information of the **Second Party** for the purpose of the project subject to terms and conditions stipulated in this Agreement and the Non-disclosure Agreement; and
- d) to provide reports in accordance to deliverables as set out in Annex 1.

### 6.3 Obligations of Universitas Negeri Malang

- a) to consult and inform the **Second Party** if there is any change of circumstances which may affect the implementation of the Project under this Agreement;
- b) to ensure that the PI and any other personnel appointed by the **First Party** for the purpose of the Project coordinate their works/services with the **Second Party**;
- c) to allow the use relevant data and/or proprietary information of information of the **First Party** for the purpose of the project subject to terms and conditions stipulated in this Agreement and the Non-disclosure Agreement; and to provide reports in accordance to deliverables as set out in Annex 1.

## 7. INTELLECTUALAL PROPERTY

7.1 For the avoidance of doubt all Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background IP of the other parties except under the terms of this Agreement. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Agreement. The Parties agree that any improvements or modifications to a Party's Background Intellectual Property arising from the Project which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.

7.2 Each Party grants the other a royalty-free, non-exclusive licence for the duration of the Project to use its Background Intellectual Property for the sole purpose of carrying out the Project. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.

7.3 Any Project Intellectual Property generated under the Agreement shall be own jointly between the Parties.

7.4 Any proposal for the commercialisation and/or patenting of the Project Intellectual Property shall be discuss in good faith and reduce in a separate written Agreement.

## **8. PUBLICATION**

8.1 All materials prepared for publication by a Party (the 'Submitting Party') shall be forwarded to the other Party for written permission to publish at least one (1) month prior to the submission for publication or disclosure to a third party, for which the written permission shall not be unreasonably withheld; and

8.2 If at any time during the said period of one (1) month the other Party requests the Submitting Party not to proceed with the 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) delay the publication or disclosure until such time as the other Party reasonably deems such publication or disclosure to be possible or appropriate in view of any commercially sensitive information contained therein.

## **9. OTHER MATTERS**

9.1 This terms of this Agreement can be changed or modified upon mutual agreement in writing of **THE PARTIES** under mutually agreed terms and conditions.

9.2 Other matters outside this Agreement shall be discussed by **THE PARTIES** and can be written in an Addendum attached as an integral part of this Memorandum of Agreement document.

9.3 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.

9.4 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 endeavors in all respects. 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 willful failure to act on the part of the first mentioned Party.

9.5 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.

- 9.6 Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence. If any force majeure delays or prevents the performance of the obligations of either Party for a continuous period in excess of ninety (90) days the Party not so affected may give notice to the affected Party to terminate this Agreement specifying the date on which termination will take effect.
- 9.7 This Agreement shall be binding upon the Parties and their permitted legal assigns and successors-in-title by operation of law or otherwise.
- 9.8 This Agreement constitutes the entire agreement between the Parties. Any prior arrangements, agreements, representations or undertakings are hereby superseded.
- 9.9 This Memorandum of Agreement is developed for research collaboration and is established and signed by **THE PARTIES** in duplicate; all copies being equally authentic.
- 9.10 NOTICE - Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in the English language and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below :

(a) If to Universiti Malaya

: Prof. Dr. Low Wah Yun  
Department of Social and Preventive Medicine  
Faculty of Medicine Universiti Malaya  
Email: lowwy@um.edu.my

(b) If to Universitas Negeri Malang

: Tika Dwi Tama , S.K.M., M.Epid  
Department of Public Health Science  
Faculty of Sports Science  
Universitas Negeri Malang  
Email : tika.dwi.fik@um.ac.id

## 10. COUNTERPARTS

This MoA may be executed in any number of counterparts and by **THE PARTIES** on separate counterparts, each of which when executed and delivered shall constitute an original including in the form of electronic records and are executed electronically, but all the counterparts shall together constitute one and the same instrument.

## 11. LIST OF SCHEDULES

The following schedules shall form part of this Agreement:  
Annex 1: Full proposal and milestone.

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

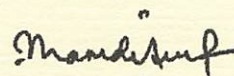
THE FIRST PARTY,

THE SECOND PARTY,



Prof. Dr. Hariyono, M.Pd *gri/c*  
Rector

Date: 1-11-2023



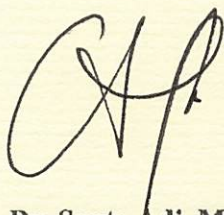
Professor Dato' Ir. Dr. Mohd Hamdi  
Abd Shukor  
Vice-Chancellor

Date: 19 October 2023

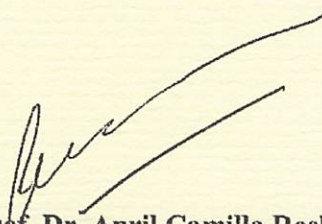
IN WITNESS THEREOF

For  
Universitas Negeri Malang

For  
Universiti Malaya



Dr. Sapto Adi, M.Kes  
Dean Faculty of Sports Science  
Date: 19 October 2023



Prof. Dr. April Camilla Roslani  
Dean Faculty of Medicine  
Date: 19 October 2023