

INTERNATIONAL RESEARCH
COLLABORATION AGREEMENT
BETWEEN

UNIVERSITI TEKNOLOGI MARA

AND

UNIVERSITAS NEGERI MALANG

Nomor : 26.1.61/UN³².S.E.3/LN/2023

THIS INTERNATIONAL RESEARCH COLLABORATION AGREEMENT is made on this ____ day of _____, _____ (hereinafter referred to as "Agreement");

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "UiTM"), an institution of higher learning established under the Universiti Teknologi MARA 1976 [Act 1973] and having its address at the Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns of the first part;

AND

UNIVERSITAS NEGERI MALANG (hereinafter referred to as "UM"), a university whose address is at Jalan Semarang No. 5, Malang, East Java Province, Indonesia and shall include its lawful representatives and permitted assigns;

(UiTM and UM, shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:-

- A. UiTM is Malaysia's premier university which strives to strengthen its educational programs and has entered into various collaborative arrangements with other parties in its effort to enhance its research and industrial networking.
- B. UM is an established university which strives to strengthen its research and educational abilities, and has entered into various collaborative arrangements with others to enhance its academic links and cooperation.
- C. The Parties are desirous to collaborate in international research projects which are to be equally funded by the Parties.
- D. The Parties have entered into a Memorandum of Understanding on the establishment of academic collaboration between UiTM and UM on 27 July 2018 ("MOU"). In achieving the above-mentioned objectives, and by way of Clause 2 of the MOU, the Parties are desirous of formalizing this collaboration by entering into this Agreement subject to the terms and conditions as stipulated herein.
- E. The Parties agree that this Agreement is to be operationalized on behalf of UiTM by UiTM

Cawangan Pulau Pinang whose address is at Universiti Teknologi MARA (UiTM) Cawangan Pulau Pinang, Kampus Permatang Pauh, 13500 Permatang Pauh, Pulau Pinang.

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:

ARTICLE 1. PURPOSE

The purpose of this Agreement is to set out the terms and conditions pursuant to the Parties agreement to promote the International Research Collaboration via matching grants from each party.

ARTICLE 2. DEFINITION

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:

- 2.1 **“Agreement”** means this Agreement and all Schedules to it.
- 2.2 **“International Research Collaboration”** means the research projects to be conducted by the researchers listed in Schedule 3 therein.
- 2.3 **“Commencement Date”** means the date first appearing on this Agreement.
- 2.4 **“Completion Date”** means the date as specified in Schedule 2 of this Agreement.
- 2.5 **“Confidential Information”** means all information passing from the disclosing Party to the other Party relating to the collaboration program 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, 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 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 be confidential or relating to the current or prospective activities or business of the disclosing Party.
- 2.6 **“Intellectual Property”** means all rights in relation 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 including application or right to apply for registration of any of those rights.

ARTICLE 3. RESEARCH COLLABORATION

- 3.1 An International Research Collaboration project is to be led by the Principal Researcher (Project leader) named in Schedule 1 of this Agreement.
- 3.2 The title of research project for the Research Collaboration as set out in Schedule 1 of this Agreement.
- 3.3 The Principal Researcher shall form a research group comprising of the Researchers (Project members) as listed in Schedule 1 of this Agreement.

ARTICLE 4. FINANCIAL COMMITMENT

- 4.1 UiTM agrees to contribute RM10,000 and UM agrees to contribute RM10,000 to fund the project under the International Research Collaboration.
- 4.2 The disbursement of the fund is to be made by UiTM and UM as in Schedule 2.

ARTICLE 5. RESOURCE ALLOCATION

- 5.1 The allocated fund shall be utilized by UiTM and UM strictly for the purpose of the International Research Collaboration.
- 5.2 The allocation of the fund will be managed and utilized by UiTM and UM in accordance with the breakdown set out in Schedule 3 of this Agreement.

ARTICLE 6. COMMENCEMENT DATE AND DURATION OF AGREEMENT

- 6.1 This Agreement shall commence from the date first written above regardless of the date of signing by the Parties (hereinafter referred to as "Commencement Date"), and shall remain in effect for TWO (2) years.
- 6.2 Notwithstanding of the above duration, this Agreement is subject to further extension as maybe mutually agreed by both Parties.

ARTICLE 7. INTENDED RESEARCH PROJECT OUTCOME

- 7.1 Each research project is expected to publish a minimum of one (1) article in SCOPUS or WoS or ERA indexed journals with proof of co-affiliation UiTM-UM.
- 7.2 The authorship composition for the publication stipulated hereinabove shall be determined by the Parties based on the amount of work contributed by the research.
- 7.3 Each research project is expected with ONE undergraduate Final Year Project (FYP) student who the supervisor and co-supervisor is from both universities.
- 7.4 Each research project is expected with mobility (virtual/physical) program.

ARTICLE 8. MUTUAL OBLIGATIONS OF THE PARTIES

- 8.1 Ensuring full compliance of the project milestone as set out in Schedule 4 of this Agreement. Providing sufficient physical and organizational infrastructure for the research to be carried out by the Parties.
- 8.2 Ensuring that research is conducted according to acceptable standards and in compliance with the policy of the Parties.
- 8.3 Providing researchers with effective administrative support, clear financial information, and assistance with university policies.
- 8.4 Communicating with researchers regarding changes in the status of projects.
- 8.5 Submission and exchange of regular reports regarding the use of research funds.

ARTICLE 9. CONFIDENTIALITY

- 9.1 Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other party during the period of the implementation of this Agreement or any other agreements made pursuant to this Agreement.
- 9.2 For purposes of Sub-Article 9.1 above, such documents, information and data include any document, information and data which is disclosed by a party (the Disclosing party) to the other party (the Receiving party) prior to, or after, the execution of this Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and /or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 9.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties.

ARTICLE 10. INDEMNITY AND INSURANCE

- 10.1 Each Party shall indemnify, defend, and hold harmless the other Party against any and all liability, losses, damages, and claims, arising from this Agreement, and which is alleged to be caused in whole or in any part by negligent and/or willful act(s) or omission(s) of the Party and/or its director(s), officer(s), employee(s), agent(s), or other person(s) or entities acting on behalf of or at the direction of the Party.
- 10.2 If deemed necessary, the Parties may arrange for and provide recommended liability insurance coverage applicable to both Parties and their respective individual directors and officers.

ARTICLE 11. STUDY DATA OWNERSHIP AND SHARING OF RESEARCH FINDINGS

Data and information from this International Research Project shall belong to UiTM and UM equally. In the promotion of good research culture and ethics in collaborative work, both Parties agreed that-

- 11.1 research results and developments relating to the areas of collaboration as specified under this Agreement and the benefit from it will be shared between the Parties;
- 11.2 subject to conditions stated in this Agreement, the Parties will freely share, between each other, but not to other parties, all research results, and other developments related to the International Research Project and the areas of collaboration as specified under this Agreement.

ARTICLE 12. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 12.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
- 12.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 12.3 Notwithstanding anything in Article 12.1 above, the intellectual property rights in respect of any copyright, trademark, patent, software or design created: -
- a) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the provisions to be mutually decided upon; and
 - b) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE 13. DATA PROTECTION

- 13.1 Both Parties aware that they will need to disclose to the other personal data relating to researchers. Both Parties further agree that they will ensure that all researchers records and personal data relating to researchers are held securely and confidentially and to further ensure that no such data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the research project.
- 13.2 Both Parties acknowledge that personal data relating to participating researchers supplied by one party is to be processed by the other party only in accordance with the terms of this Agreement and otherwise on the express instructions of the both Party and agree that they will take appropriate technical and organizational measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such personal data.

ARTICLE 14. TERMINATION

- 14.1 If either Party fails to comply with any of the obligations under this Agreement, the aggrieved Party shall give a notice in writing of not less than fourteen (14) days to the either Party to remedy the default and where such default is not remedied in that period, the aggrieved Party shall be entitled terminate the Agreement by giving the defaulting Party a written notice to terminate of not less than thirty (30) days before the date of termination.

- 14.2 Notwithstanding Article 14.1 above, this Agreement may be terminated upon the mutual agreement in writing of both Parties.
- 14.3 A Party may exercise its right to terminate this Agreement in the event of any act(s) or failure(s) to act by the other Party which in the Party's view may place at material risk the ultimate success of the Conference.
- 14.4 Unless otherwise agreed, activities commencing or in operation before the date of termination shall be allowed to continue until such activities have been completed.

ARTICLE 15. DISPUTE SETTLEMENT

- 15.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third parties or international tribunal.
- 15.2 In the unlikely event any such dispute or disagreement cannot amicably be resolved without neutral assistance, then the Parties shall submit the matter for non-binding mediation with a mediator jointly selected by the Parties.
- 15.3 If the Parties cannot resolve any such dispute or disagreement by completing the mediation process, then the Parties agree that the matter shall be referred, under the provision of the Asian International Arbitration Centre (AIAC) Arbitration Rules for the time being in force.
- 15.4 The appointment of an arbitrator shall be mutually agreed upon between the Parties and failing such agreement each Party shall appoint an arbitrator who shall jointly appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both Parties.
- 15.5 The Arbitration shall be held at Asian International Arbitration Centre (AIAC) in Kuala Lumpur, using the facilities and assistance available at the Centre.

ARTICLE 16. NOTICES

Any communication under this Agreement shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UiTM and UM, as the case may be, shown below or to such other address or electronic mail address or

facsimile number as either Party may have notified the other Party and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : **Universiti Teknologi MARA (UiTM) Cawangan Pulau Pinang**
Address : Kampus Permatang Pauh, 13500 Permatang Pauh, Pulau Pinang, MALAYSIA
Attention : 1. Mohd Syafiq bin Abdul Rahman (Chairperson)
2. Saiful Nizam bin Warris
3. Mohd Saifulnizam bin Abu Bakar
4. Ir. Ts. Dr. Samsul bin Setumin
5. Adi Izhar bin Che Ani
Tel : +604-3823347
Fax : +604-3822776
Email : Mohdsyafiq5400@uitm.edu.my

To : **Universitas Negeri Malang**
Address : Jalan Semarang No. 5, Malang, East Java Province, Indonesia
Attention : 1. Dyah Lesgtari, S.T., M.Eng. (Chairperson)
2. Harits Ar Rosyid, S.T., M.T., Ph.D.
3. Ilham Ari Elbaith Zaeni, S.T., M.T., Ph.D.
Tel : +6281805055589
Fax : (0341) 573090
Email : dyah.lestari.ft@um.ac.id

ARTICLE 17. FORCE MAJEURE

In the event of any circumstances beyond the control of the Parties or the Force Majeure which results in the non-performance of the contents of this Agreement, the Parties in good faith and for the purposes of this Agreement, agree to settle by way of deliberation to reach a consensus and do not harm the Parties.

ARTICLE 18. SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Agreement which suspension shall take effect immediately after notification has been given to the other Party in accordance to this Agreement.

ARTICLE 19. PUBLIC STATEMENT

Both Parties agree that no public statement shall be made on this Agreement without prior written approval from both Parties.

ARTICLE 20. INTEGRATION, AMENDMENT AND VARIATION

- 20.1 This Agreement contains the entire agreement between the Parties relating to the Research Collaboration and any prior or contemporaneous oral or written agreements, understandings, representations or promises relating to the subject matter are merged in this Agreement.
- 20.2 The term stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modification shall be made in writing and signed by the Parties hereto.

ARTICLE 21. TIME

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

ARTICLE 22. SEVERABILITY

If any of the provisions of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised as part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal and unenforceable provisions.

ARTICLE 23. NO AGENCY RELATIONSHIP

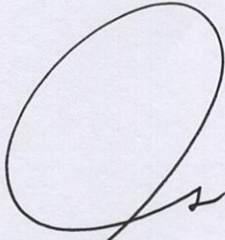
The relationship of principal and agent shall not exist between the Parties and the Party shall act as an independent contractor and not as agent of the other Party. Neither Party shall have any authority to act or to execute any documents on behalf of the other Party.

[End of Terms and Conditions]

IN WITNESS WHEREOF, the parties hereto execute this Agreement by its duly authorized officer, on the date and year first written above.

Signed by
for and on behalf

UNIVERSITI TEKNOLOGI MARA



**Assoc. Prof. Ir. Dr. Haji Ahmad Rashidy
Razali**
Rector

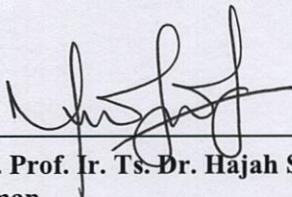
Signed by
for and on behalf

UNIVERSITAS NEGERI MALANG

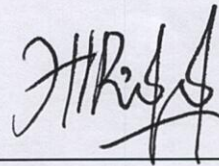


Prof. Dr. Andeko, S.T., M.T.
Dean of Faculty of Engineering

Witnessed by:



**Assoc. Prof. Ir. Ts. Dr. Hajah Siti Noraini
Sulaiman**
Deputy Rector
Academic & International



Dr. Ir. Triyanna Widiyaningtyas, S.T., M.T.
Head Department of Electrical Engineering

SCHEDULE 1. RESEARCH COLLABORATION

PROJECT		
A	RESEARCH PROJECT TITLE	Design and Development of Mixed Reality Assisted Digital Practice Gamifications
	PRINCIPAL RESEARCHER / PROJECT LEADER (UiTM)	Mohd. Syafiq bin Abdul Rahman (UiTM)
	RESEARCHERS / PROJECT MEMBERS	<ol style="list-style-type: none"> 1. Saiful Nizam bin Warris (UiTM) 2. Mohd Saifulnizam bin Abu Bakar (UiTM) 3. Ir. Ts. Dr. Samsul bin Setumin (UiTM) 4. Adi Izhar bin Che Ani (UiTM) 5. Dyah Lestari, S.T., M.Eng. (UM) 6. Harits Ar Rosyid, S.T., M.T., Ph.D. (UM) 7. Ilham Ari Elbaith Zaeni, S.T., M.T., Ph.D. (UM)

SCHEDULE 2. FINANCIAL COMMITMENT

TOTAL BUDGET	RM 20,000
TOTAL FUND CONTRIBUTION FROM UiTM CAWANGAN PULAU PINANG	RM 10,000
TOTAL FUND CONTRIBUTION FROM UM	RM 10,000

SCHEDULE 3.RESOURCE ALLOCATION

PROJECT	PROJECT TITLE	TOTAL ALLOCATED FUND (RM)
A	Design and Development of Mixed Reality Assisted Digital Practice Gamifications	20,000

SCHEDULE 4. PROJECT MILESTONE

STAGE	MILESTONE	COMPLETION DATE
1	1 st project execution meeting for both teams, UiTM and UM, and discussion on the project details.	Within second (2 nd) month of the Commencement Date
2	Design and development	Within sixth (6 th) month of the Commencement Date
3	Data analysis, modelling and evaluation	Within twelfth (12 th) month of the Commencement Date
4	Testing and Evaluation	Within sixteenth (16 th) month of the Commencement Date
5	Paper Submission on indexed journal/proceeding	Within twentieth (20 st) month of the Commencement Date
6	Submission of full report with proof of submission to indexed journal/proceeding	Within twenty fourth (24 th) month of the Commencement Date

- The time periods are tentatively included as guidelines to indicate the desired rate of completion of the milestones.
- Each milestone should be established to the satisfaction of both Parties and concluded by a summary and a detailed report to be drafted by each Party to the other or one report drafted and agreed on by both Parties.