**MEMORANDUM OF AGREEMENT**

This Agreement is made on this …… day of ……………….., 202…..

**BETWEEN of**

**XXXX** ….. having its address at …………………… (which is referred to as the “**XX**”) of the one part;

**BETWEEN**

**UNIVERSITI TEKNOLOGI MARA** (hereinafter referred to as “**UiTM**”), an institution of higher learning established under the Universiti Teknologi MARA Act 1976 whose address is at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia and shall include its lawful representatives and permitted assigns;

The XX and UiTM may individually be referred to as “Party” or collectively as “the Parties”.

**WHEREAS:**

1. The XX is desirous of investigating ……………………………
2. UiTM is an established university which strives to enhance and strengthen its research, consultancy and publication has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
3. The XX and UiTM intend to collaborate in area of research and development of the research project entitled “………………………….” (hereinafter referred to as the “Research Project”).
4. This Research Project is to be fully funded by XX.

**THE PARTIES HEREBY AGREED** to the following**:**

1. **OBJECTIVE**

1.1 The Parties agree that general objective of this study is to ……………………

1.2 Pursuant to this agreement, the Parties agree that the specific objectives of this study are as follows:

a. .. ………………………..

b. .. ………………………...

c. To compare ………………………….

1. **AGREEMENT PERIOD**
	1. This Agreement shall be for a period of ……… (………..) ………. commencing from ……………… (which is referred to as “the Effective Date”) to ………………. (which is referred to as “the Expiry Date”).
	2. UiTM may apply to the XX in writing for an extension of Agreement Period not less than two (2) months prior to the Expiry Date if UiTM intends to extend the Agreement Period for a further period. The XX shall have the absolute discretion whether or not to consider such extension.
	3. If such extension is considered, the Parties may, as soon as reasonably practicable after the receipt of such application by the XX, negotiate the terms and conditions of such extension not later than one (1) month prior to the Agreement Expiry Date. Such extension shall / must be approved / agreed / duly acknowledged in writing by the other Party. If the Parties fail to reach an Agreement, this agreement shall automatically expire on the Contract Expiry Date.
	4. Notwithstanding the date of signature of this Agreement, this Agreement shall be deemed to be effective from the Effective Date.
2. **SCOPE OF AGREEMENT**

3.1 The XX shall collaborate with UiTM in areas of research and development of the Research Project entitled “……………………………….” in accordance with the term of reference as set out in the **Appendix 1**.

1. **PERSONNEL**
	1. The following Parties shall be responsible for the carrying out of the Research Project:
		1. **……. of XX/UiTM**  as the Principal Investigator;
		2. **…….. of UiTM/XX** as the Research Collaborator
	2. The Principal Investigator or Research Collaborator shall form a research group or appoint

support staff and contract staff to work on the Research Project (Research team members) to be set out in **Appendix 2**.

1. **RESOURCE ALLOCATION**
	1. This Research Project will be fully funded by the XX. The XX’s allocation of the fund will be managed and disbursed by UiTM.
	2. The XX will provide and disburse the allocation as set forth in the Budget in **Appendix 3** to satisfactory progress of the Research Project.
2. **OBLIGATIONS, RESPONSIBILITIES AND ROLES OF UiTM**
	1. UiTM through the respective Research team members shall carry out the Research Project with due diligence and efficiency and in conformity with sound technical practices.
	2. UiTM through the respective Research team members shall at all times perform the scope of this Agreement in such manner as shall always safeguard and protect the interests of the XX and take all necessary and proper steps to prevent abuse or uneconomical use of facilities. If any, made available by the XX to UiTM and shall ensure the completion of the Research Project to the satisfaction and direction of the XX.
	3. In addition to the general duties, UiTM shall provide timely reports as specified in clause 12 of the Agreement to the XX.
3. **OBLIGATIONS, RESPONSIBILITIES AND ROLES OF THE XX**

The duties and obligations of the XX shall include the following-

1. to coordinate the Research Project;
2. to control and monitor research funding;
3. together with UiTM to prepare the report of the Project.
4. **STUDY DATA OWNERSHIP AND SHARING OF RESEARCH FINDINGS**
	1. Data and information from this Research Project shall belong to the Parties producing such data and information. However, in the promotion of good research culture and ethics in collaborative work, both Parties agreed that-
		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;
		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 Research Project and the areas of collaboration as specified under this Agreement.
5. **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**
	1. The protection of intellectual property rights shall be enforced in conformity with the respective national law, rules and regulations.
	2. The Parties involved shall not unreasonably withhold consent if dissemination of data will not jeopardize their application of patents (if any) or publications or if withholding the data would be detrimental to the other Party.
	3. 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.
	4. Notwithstanding anything in sub clause 9.1 above, the intellectual property rights in respect of any technological development, product and services development, carried out:
		1. jointly by the Parties of research results obtained through the joint activity and/or effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon: and
		2. 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.
		3. In the event the research results are commercialized, licensing fees/ the proceeds / the profit / the value of the commercialization shall be negotiated and mutually agreed in a separate agreement/ supplemental agreement.
	5. Parties shall retain ownership of all its pre-existing methodologies, processes, techniques, ideas, concepts, data, information, research results, reagents and other developments that either Party may supply in connection with this Agreement.
6. **DISCLOSURE OF INFORMATION**
	1. Where the data and information of this Research Project have been designated as confidential data by the disclosing Party, the receiving Party will not inform, announce or disclose to any third party other than its respective authorities, any data and information obtained through the implementation of this Agreement or any result of it, unless written approval is obtained from the disclosing Party.
	2. Where results of this Research Project have been designated as confidential by any of the Parties, neither Party will inform, announce or disclose to any third party other than its respective authorities, any results obtained through the implementation of this Agreement, unless written approval is obtained from the other Party.
7. RIGHT TO PUBLISH

11.1 The data and information accruing from the Research, which are of academic importance for the enrichment of knowledge, may be published by any Party in accordance with its policy, subject however, in making such publication, each Party shall acknowledge that the data and information so published in all forms of publication and at all times, are the results of, or had derived from the Research funded through this Agreement.

11.2 Both Parties agree that appropriate acknowledgment in any publication will be made for the contributions and the role of each Party and will include the name of Researchers to the research being published.

11.3 For the avoidance of doubt, if a proposed publication is not a joint publication, the Party wishing to make the publication shall provide a copy of the proposed publication to the other Party at least thirty (30) days prior to submission for the other Party consent for publication. If no such comments or amendments are provided within fourteen (14) days before the publication is proposed, the publishing Party shall be entitled to proceed with the publication.

1. **MONITORING**
	1. UiTM shall submit Progress Report in a format as prescribed in accordance with the date of submission as set out in Appendix 4 of this Agreement.
	2. It shall be the role and responsibility of the Research Collaborator to submit timely reports to the Principal Investigator in accordance to Appendix 5 of this Agreement.
2. **TERMINATION**
	1. If either Party without reasonable cause fails to perform or fulfil any of its obligations under this Agreement, then the other Party may give notice in writing to the defaulted Party.
	2. If the defaulted Party fails to remedy the relevant default within such period or such other extended period as may be agreed by the Parties, the other Party shall be entitled to terminate this Agreement at any time by giving notice to that effect.
	3. However, in the case of failure to pay any amount due hereunder, such default may be remedied within fifteen (15) working days after the receipt of such notice.
	4. The termination is without prejudice to the rights and remedies which may have accrued to either Party prior to the termination. Upon the expiration of such notice, this Agreement and all covenants, stipulations, terms and conditions herein shall cease to have any effect.
	5. The clauses regarding sharing of research findings, protection of intellectual properties rights, disclosure of information and publication shall remain applicable after the termination of this Agreement, until the publication of the research finding and/or approval of a patent of which this project is of direct relevance, whichever is later.
	6. In the event of termination of this Agreement by either party, the other Party shall not be held liable for any damage or loss resulting there from.
	7. Notwithstanding anything contained in this Agreement, either Party may terminate this Agreement by giving the other Party three (3) months advance notice in writing of such termination with the need to state reasons and without prejudice to this rights and remedies which may have accrued to either Party prior to the termination.
3. **TERMINATION ON NATIONAL INTEREST**
	1. Notwithstanding any provision in this Agreement, may be terminated by mutual agreement of the Parties if Parties consider that such termination is necessary for national interest, in the interest of national security or for purposes public policy.
	2. The Parties hereby agree that shall no Party shall be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.
4. **TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES**
	1. If either Party, its personnel, servants or employees is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement or any other Agreement that such Party may have with the other Party, the other Party shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to the defaulting Party.
	2. Upon such termination, the other Party shall be entitled to all losses, cost, damages and expenses (including any incidental costs and expenses) incurred by the other Party arising from such termination.
	3. For the avoidance of doubt, the Parties hereby agree that the defaulting Party shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

16. **NOTICES**

 Any communication under this Agreement shall be in writing in the English language and delivered by registered to the address or sent to the as the case may be, shown below or to other such address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

**To XXXX:**

Address :

Attention :

Tel. :

Fax :

e-mail :

**To Universiti Teknologi MARA:**

Address:

 Attention:

Tel.:

Fax:

E-mail :

**17. FORCE MAJEURE**

* 1. Neither Parties shall be in breach of its obligations under this Agreement if it is unable to perform its obligation 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 –
		+ 1. war (whether declared or not), hostilities, invasion, act of foreign enemies;
			2. insurrection, revolution, rebellion, military or usurped power, civil war or act terrorism;
			3. natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced could not reasonably have been expected to take precautions;
			4. nuclear explosion, radioactive or chemical contamination or radiation;
			5. pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
			6. riot, commotion or disorder, unless solely restricted to employees of either Parties or their personnel, servants or agents.
	2. If an event of Force Majeure occurs by reason of which either Party is unable to perform any of the obligations under this Agreement (or any part of thereof), the party shall inform other party immediately of the occurrence of the Event of Force Majeure with full particulars thereof and the consequences thereof.
	3. If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual Agreement of the Parties.
	4. If this Agreement is terminated by an Event of Force Majeure pursuant to Sub clause 17.3, 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.
	5. Neither party shall be entitled to rely upon the provisions above if the Parties reasonably determine that the Event of Force Majeure has not occurred.
	6. For 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 of this clause continue in full force and effect.
1. **LIABILITY AND INDEMNITY**

18.1 Each Party shall be liable for its own negligence, wilful misconduct and other actions or omissions under this Agreement including any and all costs or expenses associated with such liability.

18.2 Except in cases of indemnity, fraud, wilful misconduct, death, bodily injury and damage to real property and tangible personal property for which liability shall not be excluded or limited, each party’s liability to the other party under or in connection to this Agreement shall be limited to the amount of any direct loss or damages arising from the acts or omissions or otherwise a breach of this Agreement by the breaching parties or its employees or agents.

18.3 Subject to the above paragraph and other than as expressly provided in this Agreement, in no event will either party be liable to the other for:-

 18.3.1 any loss of revenues, profits, contracts, business or anticipated savings;

 18.3.2 indirect or consequential damages whether arising from negligence, breach of this Agreement or howsoever;

 18.3.3 loss of goodwill or reputation;

 13.3.4 wasted management or staff time; and /or;

 13.3.5 any special or indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, suffered or incurred by a party arising out of or in connection with this Agreement whether or not such losses were within the contemplation of the parties at the date of this Agreement;

18.4 The Parties acknowledge and agree that in the event of a material breach of the Agreement by either Party, the non-defaulting party shall endeavour to do all things as may reasonably be necessary to mitigate any losses that it may suffer pertaining such breach.

1. **ASSIGNMENT / NOVATION**

No right or obligation related to this Agreement shall be assigned by either Party without the prior written permission of the other Party. However, the Parties may allow alternative Principal Investigator or Research Collaborator as the case may be, within their own institution to work on the Research Project.

1. **AMENDMENTS**

Either Party may request in writing, a revision or amendment of this Agreement. Any revision or amendment agreed by both Parties will be produced in writing and will form part of this Agreement. Such revision or amendment will come into effect on such dates to be determined by both Parties.

**20. DISPUTE SETTLEMENT**

20.1 If any matter, dispute or claim arising out of or relating to this Agreement cannot be agreed upon by the Parties or cannot be settled amicably by the Parties, the matter, dispute or claim shall be referred to the Court of Malaysia ,.

.

202 The reference of any matter, dispute or claim to the court pursuant to this Clause and/or the continuance of any court proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

20.3 The decision by the court shall be final, binding and enforceable with immediate effect.

1. **GOVERNING LAWS**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of Malaysia.

1. **COST OF STAMP DUTY**

……………… shall solely bear the cost of stamp duty to this Agreement.

1. **COMPLIANCE WITH THE LAW**

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

1. **TIME**

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

1. **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.

1. **NO AGENCY RELATIONSHIP**

The relationship of principal and agent shall not exist between the Parties and either Party shall not have any authority to act or to execute any documents on behalf of the other Party.

*(The remainder of this page is intentionally left blank)*

**IN WITNESS WHEREOF**, the undersigned being duly authorized by their respective Institutions, have signed this Agreement.

|  |  |
| --- | --- |
| Signed By   | Signed By  |
| For and on behalf of **UNIVERSITI TEKNOLOGI MARA** **SHAH ALAM, SELANGOR,** **MALAYSIA**  | For and on behalf of **THE XXXX** |
| ...............................................................  | .......................................................  |
|  |  |  |
|    |   |  |  |
|  |  |  |  |
| Witnessed by :  |   |   | Witnessed by :  |
| .................................................  |   |   | ...............................................  |

**APPENDIX 1**.

**Term of Reference for the Project**

**APPENDIX 2**

**List of Research Team Members**

For **XX**

For **UiTM**

**APPENDIX 3**

**Budget**

**APPENDIX 4**

**Date of Submission of Progress Reports**

|  |  |
| --- | --- |
| **REPORT** | **DATE OF SUBMISSION** |
| Project Activity Report |  |
| Milestone Achievement Report |  |
| End of Project Report | Not exceeding 3 months upon completion of project  |

**APPENDIX 5**

**Gantt Chart and Milestones**

|  |  |
| --- | --- |
| **Gantt Chart** | **202…** |
| **J** | **F** | **M** | **A** | **M** | **J** | **J** | **A** | **S** | **O** | **N** | **D** |
| **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** |
| Develop Proposal |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Develop AGREEMENT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Clean & process data |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Progress Update I |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Analyse data |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Progress Update II |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Interprete& organise results |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Writing project report |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |
| **Mile-****stone** | **202…** |
| **J** | **F** | **M** | **A** | **M** | **J** | **J** | **A** | **S** | **O** | **N** | **D** |
| **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** | **1** | **2** |
| Proposal |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AGREEMENT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Processed data |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Progress Update I |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Analysed Data |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Progress Update II |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Results |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Report |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |