**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**UNIVERSITI TEKNOLOGI MARA**

**AND**

**XXXXXXX**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**RESEARCH COLLABORATION AGREEMENT (MATCHING GRANT/CONTRIBUTION GRANT)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THIS MEMORANDUM OF AGREEMENT** is made on this **…**  day of **………….., 2020** (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, 40450 Shah Alam, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns of the first part;

AND

**(Company Registration No: )** (hereinafter referred to as “XXX”), a public institution of higher learning with its main campus at and shall include its lawful representatives and permitted assigns of the second part.

(UiTM and XXX, 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. XXX is an established university with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.

C. The Parties are desirous to collaborate in research projects which are to be equally funded by the Parties.

D. In achieving the abovementioned objectives, 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 ………………………….. (branch/faculty/centre/department) whose address is at ………………………………………………..

**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**

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

**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 “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.

**2.7 “Background Intellectual Property”** means any Intellectual Property owned by the Parties prior to the commencement of this Agreement and which is made available by a party or Parties to carry out the Research Collaboration or to achieve the Intended Project Outcomes.

**2.8 “Incidental Intellectual Property”** means all Intellectual Property arising from or out of the Research Collaboration which does not contribute to the Intended Project Outcome.

**2.9 “Project Intellectual Property”** means any Intellectual Property arising from or out of the Research Collaboration and contributing to the Intended Project Outcome.

2.10 “Contribution Grant” means any sum of money contributed by both Parties of equal or agreed amount.

**ARTICLE 3**

**RESEARCH COLLABORATION**

3.1 A total of ……. (….) Research Collaboration projects to be led by the Principal Researcher named in Schedule 1 of this Agreement.

3.2. The area of research 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 from both Parties as listed in Schedule 4 of this Agreement.

**ARTICLE 4**

**FINANCIAL COMMITMENT**

4.1 UiTM agrees to contribute RM……………. and XXX agree to contribute …………….. to fund all ….. (….) research projects under the Research Collaboration.

4.2 The contribution of the fund is to be made in full by the Parties within thirty (30) days from the Commencement Date.

**ARTICLE 5**

**RESOURCE ALLOCATION**

5.1. The allocated fund shall be utilized by the Parties strictly for the purpose of the Research Collaboration.

5.2 The allocation of the fund will be managed and utilised by both Parties in accordance with the breakdown set out in Schedule 4 of this Agreement.

**ARTICLE 6**

**COMENCEMENT 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 one (1) year.

6.2 Nothwithstanding of the above duration, this Agreement is subject to further extension as may be 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 indexed journals.

7.2 Each research project is expected to present a minimum of one (1) article at SCOPUS or WOS indexed conferences.

7.3 The authorship composition for the publication stipulated herein above shall be determined by the Parties based on the amount of work contributed by the researchers for the publication.

## ARTICLE 8

## MUTUAL OBLIGATIONS OF THE PARTIES

8.1 Ensuring full compliance of the project milestone as set out in Schedule 2 of this Agreement.

8.2 Providing sufficient physical and organizational infrastructure for the research to be carried out by the Parties.

8.3 Ensuring that research is conducted according to acceptable standards and in compliance with the policy of the Parties.

8.4 Providing researchers with effective administrative support, clear financial information, and assistance with university policies.

8.5 Communicating with researchers regarding changes in the status of projects.

8.6 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**

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

11.1.1 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;

11.1.2. 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.

**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 agreement 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, trade mark, 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 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 any matter, dispute, difference or claim arising out of relating to this Agreement, or thebreach, termination or invalidity thereof, which cannot be settled by the Parties after exhausting the method as stated under this Agreement, it shall be settled by action in court of Malaysia.

**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 XXX, 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**

Address :

Attention :

Tel. :

Fax :

e-mail :

To : **XXXXXXX**

Address :

Attention :

Tel. :

Fax :

e-mail :

**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 to each other Parties.

**ARTICLE 18**

**SUSPENSION**

Each University 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**

19.1 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.

19.2 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 |  | Signed by  for and on behalf |
| **UNIVERSITI TEKNOLOGI MARA** |  | **XXXXXXX** |
|  |  |  |
| **.....................................................................**  Vice-Chancellor |  | **.....................................................................**  **AAAAAAAAAAAAAAA**  Designation |
| Witnessed by: |  | Witnessed by: |
|  |  |  |
| **...................................................................**  **CCCCCCCCCCCCCCCCCCCCCCC**  Designation |  | **......................................................................**  **BBBBBBBBBBBBBBBBB**  Designation |

**SCHEDULE 1**

**Research Collaboration**

|  |  |  |
| --- | --- | --- |
| **Research**  **Projects** | **Research Area** | **Principal Researcher** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

**SCHEDULE 2**

**Milestone**

|  |  |  |
| --- | --- | --- |
| **STAGE** | **MILESTONE** | **COMPLETION DATE** |
| 1 | 1st Meeting and introduce both teams from UITM and XXX | Within first (1st ) month of the Commencement Date |
| 2 | Submit Introduction, Literature Review and Methodology | Within second (2nd) month of the Commencement Date |
| 3 | 1. Conduct questionnaire and interview Topics 2. Data Collection | Within sixth (6th) month of the Commencement Date |
| 4 | 1. Data Analysis 2. Submit Results and Discussion | Within eigth (8th) month of the Commencement Date |
| 5 | Paper Submission on Scopus Journal | Within ninth (9th) month of the Commencement Date |
| 6 | Submission of full report with proof of submission to Scopus indexed journal | Within twelth (12th) month of the Commencement Date |

* The time periods are tentatively included as guideline 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.

# SCHEDULE 3

**List of Researchers**

UiTM Researchers

1.

2.

3.

4.

5.

6.

XXX Researchers

1.

2.

3.

4.

5.

6.

**SCHEDULE 4**

**Resource Allocation (Subject to Fluctuation Rate)**

|  |  |  |  |
| --- | --- | --- | --- |
| **NO** | **DESCRIPTION** | **UiTM**  **Contribution** | **XXX**  **Contribution** |
| 1 | Research Project 1 |  |  |
| 2 | Research Project 2 |  |  |
| 3 | Research Project 3 |  |  |
|  | **GRAND TOTAL** | RM……… | ……………….. |