

LOGO XXX

**RESEARCH COLLABORATION AGREEMENT**

BETWEEN

## UNIVERSITI UTARA MALAYSIA

### AND

**XXX UNIVERSITY**

DATE: 2019

This **RESEARCH COLLABORATION AGREEMENT** (hereinafter referred to as “this Agreement”) is made on the day of 2019

**BETWEEN**

**UNIVERSITI UTARA MALAYSIA**, an institution of higher learning and a body incorporated in Malaysia under the Universiti Utara Malaysia (Incorporation) Order 1984 and under the Universities and University Colleges Act 1971, whose address is at Universiti Utara Malaysia, 06010 UUM Sintok, Kedah Darul Aman, Malaysia (hereinafter referred to as “**UUM**”) and shall include its lawful representatives and permitted assigns of the first part;

**AND**

**XXX UNIVERSITY**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**XXX**”) and shall include its lawful representatives and permitted assigns of the second part.

(**UUM** and **XXX** hereinafter referred to singularly as the "the Party" and collectively as "the Parties")

**WHEREAS**

1. **UUM** is an established university which strives to enhance and strengthen its research, consultancy and publication that has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
2. **XXX**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. The Parties are desirous of formalising this collaboration by entering into this Agreement subject to terms and conditions as stipulated herein.

**REPRESENTATION AND WARRANTY**

**XXX** represents and warrants to **UUM** that:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. it has the corporate power to enter into and perform its obligations under this MoA and to carry out the transactions and business as stipulated by this MoA;
3. it has taken all necessary corporate actions to authorize the entry into and performance of this MoA and to carry out the transactions stipulated by this MoA;
4. as at the execution date, neither the execution nor performance by it of this MoA nor any transactions contemplated by this MoA shall violate in any respect any provision of:
	1. **XXX** statutes and governing laws of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; or
	2. any other document or agreement which is binding upon it or its asset;
5. 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 MoA;
6. this MoA constitutes a legal, valid and binding obligation of **XXX** and is enforceable in accordance with its terms and conditions; and
7. it has necessary capability to undertake the responsibilities and acknowledges that **UUM** has entered into this MoA in reliance on its representations and warranties as aforesaid.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1.0 DEFINITIONS AND INTERPRETATIONS**

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

“Intellectual Property” means

1. 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;
2. Improvement, modification or development of any of the foregoing;
3. 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);
4. 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);
5. Copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in paragraph (a) or (b);
6. 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);
7. 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
8. 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.

1.2 Monetary references are in Ringgit Malaysia.

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 A reference to a Schedule is a reference to a Schedule to this Agreement.

**2.0 COMMENCEMENT AND TERM**

This Agreement shall become effective on the date of this Agreement and shall be in force for the duration of twenty four (24) months thereafter unless subsequent time extensions, supplement, continuation, or renewal is mutually agreed upon in writing between the Parties.

**3.0 SCOPE OF AGREEMENT**

3.1 The Parties undertake the research and collaboration project as described in **Schedule A**.

3.2 For the purpose of this project, **UUM** is represented by a group of researchers as mentioned in **Schedule B**.

3.3 The Secretariat for **UUM** under this Agreement is represented by Research and Innovation Management Centre.

**4.0 RESPONSIBILITIES OF THE PARTIES**

4.1 In consideration of and subject to the terms of this Agreement and all applicable laws, the Parties shall carry out their respective responsibilities in accordance with the provisions of this Agreement and within the scope of responsibilities as set out below:

1. **UUM** Responsibilities:

|  |
| --- |
| 1. To provide funds of Ringgit Malaysia Ten Thousand (RM10,000.00) only to **XXX** as a matching grant.
2. To conduct research in the scope of Malaysia.
 |
| 1. To ensure a full commitment and responsibilities from the UUM team.
 |
| 1. To publish articles in high impact journals and conference proceedings according to UUM’s rules and guidelines.
 |

1. **XXX** Responsibilities:

|  |
| --- |
| 1. To provide funds of Ringgit Malaysia Ten Thousand (RM10,000.00) only to **UUM** as a matching grant.
2. To conduct research in the scope of **XXX.**
 |
| 1. To ensure a full commitment and responsibilities from the **XXX** team.
 |
| 1. To publish articles in high impact journals and conference proceedings according to **XXX**’s rules and guidelines.
 |

1. The PartiesJoint Responsibilities:
2. To support the activities undertaken for the purpose of completing the Project.
3. To communicate on the need basis.
4. To respond promptly to any queries from time to time in respect of the Project and any other matters in relation thereto.
5. To provide all the available and necessary information for the Project.
6. To produce a publication that related to the Project.

**5.0 INTELLECTUAL PROPERTY**

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

5.2 All rights, titles and interests including any Intellectual Property rights which are made, created, developed, written or conceived pursuant to the Collaboration (hereinafter referred to as “the NEW IPR”) shall be jointly owned by the Parties of which the proportion of ownership shall be based on the actual contribution of the respective Parties to the Project. The Parties agree that upon the successful completion of the Project and the Project as set out in sub-clause 3.1 above, the authorization of the NEW IPR shall be undertaken and that the Parties acknowledge and agree that separate contractual document(s) shall be entered into between the Parties in relation to the authorization.

5.3 All rights, titles and interests including any Intellectual Property rights originating from either Party and used to produce any product which forms the NEW IPR, shall continue to belong to that Party; and the other Party shall not have any claim on them.

5.4 **UUM** shall retain the right to use the results of the Project for research and educational purposes subject to confidentiality and publication provisions of this Agreement.

**6.0 PROGRESS REPORTS**

6.1 The Parties shall furnish the other Party with written reports as to the progress of works carried out for the Project from time to time as per **Schedule C**.

6.2 The Party shall respond promptly to any queries from the other Party 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.

**7.0 CONFIDENTIALITY**

The Parties including its officers, agents and authorized representatives shall not disclose, use or communicate to persons any information which is confidential to the other Party and not otherwise publicly available nor known by the recipient at the time of disclosure.

**8.0 RIGHT TO PUBLISH**

8.1 The data and information accruing from the Project, which are of academic importance for the enrichment of knowledge, may be published by **UUM** in accordance with **UUM** policy. **UUM** shall provide **XXX** with a copy of any such proposed publication and the other Party may have at least twenty-one (21) days or such mutual extended period to be agreed upon by the Parties from the date of the other Party being provided with the copy of such proposed publication, for review of data and information deemed confidential as defined in clause 7 above relating to confidentiality or patentable items (hereinafter referred to as the “Review Period”).

8.2 If deemed reasonably necessary by **UUM** to protect such interests, any contemplated publication containing details of an invention, etc. shall be withheld until a patent application is filed or other appropriate steps to protect commercial value have been completed. However, in no event shall any delay of publication exceed twelve (12) months from the date the proposed publication is submitted to the other Party. All publications shall not include the Parties’ confidential information as defined in the Confidentiality clause as reasonably determined and communicated to a Party within the Review Period.

**9.0 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 any of the Parties hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

**10.0 TERMINATION**

10.1 If the Parties as the case may be commit any of the conditions stated below, then, the aggrieved Party shall be entitled to terminate this Agreement by serving a notice to that effect:

1. Either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
2. Either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or
3. Either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or
4. Either Party fails to comply with any of the obligations under this Agreement.

10.2 The notice to terminate in the case of paragraphs (a) to (c) shall not be less than twenty one (21) days, save for in the case of sub-clause (d), whereby the notice to terminate shall take effect only after either party first giving twenty one (21) days’ notice in writing to the other party to remedy a default, and where such default is not remedied in that period, upon giving not less than further twenty one (21) days’ notice of termination.

10.3 Upon termination of this Agreement, the Parties shall have no obligation to each other except for payments still outstanding and payable by **XXX** to **UUM**, for activities already undertaken prior to the date of such termination.

**11.0 *FORCE MAJEURE***

11.1 If either Party to this Agreement is temporarily unable by reason of *Force Majeure* or the laws or regulations of Malaysia to meet any of its obligations under this Agreement, and if such Party gives to the other Party written notice of the event within fourteen (14) days after such occurrence the obligations of the Party that it is unable to perform by reason of the event, shall be suspended for as long as the disabling situation continues. If *Force Majeure* event prevents either Party from performing its obligations for a period of thirty (30) days, either Party may terminate this Agreement.

11.2 Neither Party shall be liable to the other Party for the loss and/or damages sustained by such other Party arising from any events referred to in this clause or delays arising from such event.

11.3 The term “*Force Majeure*” as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, wars, insurrection, epidemics, landslides, earthquakes, storm, lightning, floods, civil disturbances, explosions, and any other similar event not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

**12.0 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 approved first by the Parties.

**13.0 ASSIGNMENT**

This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other.

**14.0 WAIVER**

 14.1 The waiver by a Party in respect of any breach of a term of this Agreement by the other party shall not be deemed to be a waiver in respect of any other term or of any subsequent breach of that term.

14.2 The failure of a Party to enforce at any time any term of this Agreement shall in no way be interpreted as a waiver of such term.

**15.0 APPLICABLE LAW**

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

**16.0 COMPLIANCE WITH THE LAW**

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

**17.0 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.

**18.0 SUCCESSORS-IN-TITLE**

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

**19.0 AMENDMENT OR MODIFICATION**

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

**20.0 SETTLEMENT OF DISPUTES**

Any difference or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoA shall be settled amicably through mutual consultation and/or negotiations and upon the failure of the same; each Party is at liberty to refer the said matter for legal redress between the Parties without reference to any third party.

**21.0 TIME**

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

**22.0 SCHEDULES, ATTACHMENTS, ANNEXURES, APPENDIXES**

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

**23.0 STAMP DUTY AND COSTS**

22.1 The stamps duty, if any, on this Agreement, shall be borne by **UUM**.

22.2 The Parties shall bear its own costs and expenses for preparing approving and completing this Agreement.

**24.0 NOTICES**

24.1 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 **UUM** or **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 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 : **UNIVERSITI UTARA MALAYSIA**

Address : 06010 UUM Sintok, Kedah Darul Aman, Malaysia

 Attn. To : Vice-Chancellor

 Tel. No. : +604-9283000

 Fax No. : +604-9283005

E-mail : vc@uum.edu.my

To : **XXX UNIVERSITY**

Address :

Attn. To :

 Tel. No. :

 Fax No. :

E-mail :

24.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days

The foregoing record represents the understandings reached between the Parties upon the matters referred to therein.

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

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement on the day and year first above written.

Signed for and on behalf of Signed for and on behalf of

**UNIVERSITI UTARA MALAYSIA XXX UNIVERSITY**

|  |  |
| --- | --- |
| **PROF. DR. AYOIB CHE AHMAD**Deputy Vice-Chancellor(Research and Innovation) | **XXXXXXX**Vice-Chancellor |

In the presence of: In the presence of:

|  |  |
| --- | --- |
| **PROF. DR. NOR AZIAH ABD MANAF**DirectorResearch and Innovation Management Centre |  **XXXXXXXX** Director,   |
|  |  |

 **Schedule A**

**THE RESEARCH AND COLLABORATION PROJECT**

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

**Project Details**

**Project Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **NO.** | **ITEM** | **DESCRIPTION** |
| 1. | Project Description |  |
| 2. | Project Objectives | The objectives of the research are: |

 **Schedule B**

**GROUP OF RESEARCHERS**

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

**UUM Researchers:**

|  |  |  |
| --- | --- | --- |
| **NO.** | **RESEARCHERS** | **POSITION** |
| 1. |  | Leader |
| 2. |  | Member |
| 3. |  | Member |
| 4. |  | Member |

**XXX Researchers:**

|  |  |  |
| --- | --- | --- |
| **NO.** | **RESEARCHERS** | **POSITION** |
| 1. |  | Leader |
| 2. |  | Member |

**Schedule C**

**THE PROGRESS OF WORKS**

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Activity/Month** | **2** | **4** | **6** | **8** | **10** | **12** | **14** | **16** | **18** | **20** | **22** | **24** |
| Identify risk assessment requirements  |  |  |  |  |  |  |  |  |  |  |  |  |
| Determine the software project monitoring risks |  |  |  |  |  |  |  |  |  |  |  |  |
| Construct questionnaire |  |  |  |  |  |  |  |  |  |  |  |  |
| Data collection |  |  |  |  |  |  |  |  |  |  |  |  |
| Data Analysis |  |  |  |  |  |  |  |  |  |  |  |  |
| Report Writing and Submission |  |  |  |  |  |  |  |  |  |  |  |  |