

**RESEARCH COLLABORATION AGREEMENT**

BETWEEN

## UNIVERSITI UTARA MALAYSIA

### AND

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

DATE: 2017

This **RESEARCH COLLABORATION AGREEMENT** (hereinafter referred to as “this Agreement”) is made on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2017.

**BETWEEN**

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

**AND**

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

(**UUM** and **\_\_\_\_\_\_** 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. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
3. The Parties are desirous of formalising this collaboration by entering into this Agreement subject to terms and conditions as stipulated herein.

**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 \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_) months thereafter unless subsequent time extensions, supplement, continuation, or renewal is mutually agreed upon in writing between the two 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:
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. **\_\_\_\_\_\_** Responsibilities:
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
9. The PartiesJoint Responsibilities:
10. To support the activities undertaken for the purpose of completing the Project.
11. To communicate on the need basis.
12. To respond promptly to any queries from time to time in respect of the Project and any other matters in relation thereto.
13. To provide all the available and necessary information for the Project.
14. 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 3.2 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.

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 **\_\_\_\_\_\_** 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 **\_\_\_\_\_\_** to **UUM**, for activities already undertaken prior to the date of such termination.

**11.0 FORCE MAJEURE**

The Parties shall not be held liable for delays or failures to perform that result from events or circumstances beyond the reasonable control of either Party and in particular, any failure by either to carry out its obligations as set out in clause 4 above.

**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 NOTICES**

16.1 Any notice required to be given pursuant to this Agreement shall be in writing and may be delivered or posted by ordinary mail, postage prepaid, to the address as first set out in this Agreement.

16.2 The addresses referred to in the preceding sub-clause may, from time to time, be changed by written notice.

16.3 Any notice given under this clause by post shall be deemed to have duly served at the expiration of seven (7) clear days (*i.e.* excluding weekends or public holidays) after the time of such posting and production of any official post office receipt showing the time and date of posting shall be conclusive evidence of the time and date of posting.

**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 and signed by the duly authorized representative of the Parties.

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

|  |  |
| --- | --- |
| Signed for and on behalf of**UNIVERSITI UTARA MALAYSIA** | Signed for and on behalf of**UNIVERSITY XXX** |
| [Name]1Vice-Chancellor **OR**Deputy Vice-Chancellor(Research and Innovation) | [Name][Position] |
| In the presence of  | In the presence of |
| [Name]2Dean/DirectorSchool/CoE | [Name][Position] |

1 Refer item 8 in Application Guideline Research Collaboration between UUM and External Party (Including Matching Grant)

2 If Dean of School/Director of CoE is the leader/a member, witness is Assistant Vice-Chancellor

**Schedule A**

**THE RESEARCH AND COLLABORATION PROJECT**

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

**Project Details**

|  |  |  |
| --- | --- | --- |
| **NO.** | **ITEM** | **DESCRIPTION** |
| 1. | Project Description |  |
| 2. | Project Objectives |  |

**Schedule B**

**GROUP OF RESEARCHERS**

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

|  |  |  |
| --- | --- | --- |
| **NO.** | **RESEARCHERS** | **POSITION** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |

Updated on November 2017