

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF MALAYSIA

BETWEEN

MANAGEMENT & SCIENCE UNIVERSITY

ON

ON COOPERATION IN THE FIELD OF



msu

**management &
science university**

The Government of Malaysia, represented by the Ministry of Health, acting in its capacity as the Institute for Medical Research (IMR) whose address is at Jalan Pahang, 50588 Kuala Lumpur (hereinafter referred to as the "Government") of the one part,

MANAGEMENT & SCIENCE UNIVERSITY

AND

AND

MANAGEMENT & SCIENCE UNIVERSITY (MSU) is a private University, established under the University Colleges Act whose address is at University Drive, Off Jalan Persiaran Olahraga, Seksyen 13, 40100 Shah Alam, Selangor (hereinafter referred to as "MSU").

The Government and MSU, acting in their respective capacities as the "Participant" or collectively as the "Participants".



WHEREAS

INSTITUTE FOR MEDICAL RESEARCH MALAYSIA

A. The Government and MSU have agreed to enter into a framework for collaboration in the field of education, teaching, training, research and development (hereinafter referred to as the "Participants")

"(THE GOVERNMENT OF MALAYSIA)"

B. The Participants desire to collaborate and to carry out the collaboration on such terms and conditions as contained in this Memorandum of Understanding.

ON COOPERATION IN THE FIELD OF

EDUCATION, TEACHING, TRAINING, RESEARCH & DEVELOPMENT

HAVE REACHED THE FOLLOWING UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

MANAGEMENT & SCIENCE UNIVERSITY

ON

CO-OPERATION IN THE FIELD OF MEDICAL RESEARCH

PARAGRAPH 1

SCOPE OF CO-OPERATION

THE GOVERNMENT OF MALAYSIA, who for the purpose of this Memorandum of Understanding is represented by the Ministry of Health having its address at the Institute for Medical Research (hereinafter referred to as "**IMR**"), Jalan Pahang, 50588 Kuala Lumpur (hereinafter referred to as the "**Government**") of the one part,

AND

MANAGEMENT & SCIENCE UNIVERSITY (MSU), is a private University, established under the University Colleges Act whose address is at University Drive, Off Jalan Persiaran Olahraga, Seksyen 13, 40100 Shah Alam, Selangor (hereinafter referred to as "**[MSU]**").

The Government and MSU may individually be referred to as the "Participant" or collectively as the "Participants".

WHEREAS:

- A. This Memorandum of Understanding will provide the framework for collaboration in the field of medical research for the mutual benefit of the Participants; and
- B. The Participants decide to collaborate and to carry out the collaboration on such terms and conditions as contained in this Memorandum of Understanding.

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf of the Government of Malaysia will be the IMR and on behalf of MSU will be the Dean, Faculty of Health & Life Sciences

HAVE REACHED THE FOLLOWING UNDERSTANDING:

PARAGRAPH 1
OBJECTIVE

The Participants, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force, jointly decide to strengthen, promote and develop mutual co-operation in the field of medical research on the basis of equality and mutual benefit.

PARAGRAPH 2
AREAS OF COOPERATION

Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force governing the subject matter, endeavor to take necessary steps to encourage and promote co-operation in the field of medical research in the following areas:

- (a) collaboration in research and development in the field of medical research;
- (b) joint training pertaining to the field of medical research;
- (c) exchange of research materials in the field of medical research;
- (d) publication and presentation of scientific data in the field of medical research;
- (e) exchange of staff, postgraduate research and students for, but not limited to, adjunct appointments, short- and long-term research attachments, co-supervision of students conducting research and student internships; and
- (f) any other areas of co-operation in the field of medical research to be mutually decided by the Participants.

PARAGRAPH 3
DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this Memorandum of Understanding on behalf on the Government of Malaysia will be the IMR and on behalf of MSU will be the Dean, Faculty of Health & Life Sciences.

(a) Jointly by the Participants or separately results obtained through the joint activity shall be jointly owned by the Participants, in accordance with the terms to be mutually agreed upon, and

PARAGRAPH 4
IMPLEMENTATION

The Participants jointly decide that the specific areas of co-operation set out in Paragraph 2 will be implemented on terms and conditions to be mutually decided by the Participants. Such specific areas of co-operation will be decided by the Participants through consultations and are to be developed and finalised by mutual decision by the Participants.

PARAGRAPH 5
FINANCIAL ARRANGEMENT

1. Each Participant shall be responsible for its own costs and expenses in the preparation of this Memorandum of Understanding.
2. The financial arrangements to cover expenses for the co-operative activities undertaken within the framework of this Memorandum of Understanding shall be jointly agreed by the Participants on a case-by-case basis subject to the availability of funds and resources.

PARAGRAPH 6
PARTICIPATION OF THIRD PARTY

Either Participant may invite the participation of a third party in the co-operative activities being carried out under this Memorandum of Understanding upon the agreement of the other Participant. In carrying out such co-operative activities, the Participants will ensure that the third party will comply with the provisions of this Memorandum of Understanding.

PARAGRAPH 7
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations of Malaysia.
2. The use of name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval of either Participant.
3. Notwithstanding anything in subparagraph 1 above, the intellectual property rights in respects of any technological development, and any products and services development, carried out:—

4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

- (a) Jointly by the Participants or research results obtained through the joint activity effort of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and
- (b) Solely and separately by the Participants or the research results obtained through the sole and separate effort of the Participants, shall be solely owned by the Participants concerned.

PARAGRAPH 8
CONFIDENTIALITY

1. Each Participant shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied by the other Participant during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both Participants agree that the provisions of this Paragraph shall survive the expiry or the termination of this Memorandum of Understanding.

PARAGRAPH 9
SUSPENSION

The Government 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 Memorandum of Understanding. Such suspension shall take effect immediately after written notification has been given to the Designated Authority of the other Participant.

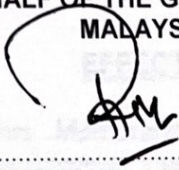
PARAGRAPH 10
REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Participants shall be reduced into writing and shall form part of this Memorandum of Understanding.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Participants.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

The foregoing record represents the understandings reached between the Government and MSU upon the matters referred to therein.

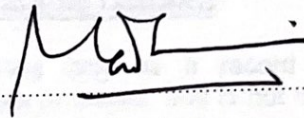
Signed in duplicate at on in the English language.

ON BEHALF OF THE GOVERNMENT OF
MALAYSIA



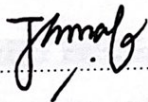
DIRECTOR
INSTITUTE OF MEDICAL RESEARCH
DR. TAHIR BIN ARIS

ON BEHALF OF MANAGEMENT &
SCIENCE UNIVERSITY (MSU)



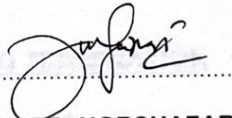
PRESIDENT
PROF. TAN SRI. DATO' WIRA DR. MOHD
SHUKRI AB. YAJID

WITNESSED BY



DR. AMI FAZLIN SYED MOHAMED ASSOC.
HEAD,
HERBAL MEDICINE RESEARCH CENTER

WITNESSED BY



PROF. DR. NORSHAFARINA
BT. SHARI @ KAMARUDDIN
DEAN,
FACULTY OF HEALTH & LIFE SCIENCES