

MEMORANDUM OF UNDERSTANDING

BETWEEN



GANOFARM R&D Sdn. Bhd.

AND



MANAGEMENT & SCIENCE UNIVERSITY

**ON COOPERATION IN THE FIELD OF
EDUCATION, TEACHING, TRAINING, RESEARCH & DEVELOPMENT**

THIS MEMORANDUM OF UNDERSTANDING is made this _____ day of _____, 2021.

GANOFARM R&D Sdn. Bhd. having an address at of Unit 01-01, Skypod Square, Persiaran Puchong Jaya, 47100 Puchong, Selangor whose expression shall where the context so permits include its successors-in-title and permitted assigns of the other

AND

MANAGEMENT & SCIENCE UNIVERSITY (MSU), is a private University, establish under the University Colleges Act whose address is at University Drive, Off Jalan Persiaran Olahraga, Seksyen 13, 40100 Shah Alam, Selangor. and shall include its lawful representatives and permitted assigns;

GANOFARM R&D Sdn. Bhd and **MSU** shall be referred singularly as the "Party" and jointly referred as "Parties",

WHEREAS

- A. **GANOFARM** is an established one of the leading companies in the cultivation, production, and marketing of mushrooms products in Malaysia. Working together with most of the country's hypermarkets and supermarkets, our brands are desired by retailers and enjoyed by consumers. Ganofarm maintains a strong commitment to the research and biotechnology science, supporting many university internship and collaboration, in promoting edible and medicinal mushrooms. The company operates an analytical and research laboratory and partners with major local universities to explore the unique health benefits of mushrooms supplements. In order to produce more novelty mushroom-based nutraceutical products from edible and medicinal mushroom, we have formed a product development unit, sampling counter and sales gallery in our farm.

- B.** MSU is a leading transformative global university, engaging the society through entrepreneurship, research, innovation, industry embedment, and holistic education for a better future. MSU aspires to provide compelling transformative learning experiences through educational opportunities and a collaborative learning environment, both centered on pioneering socio-economic transformations through innovative deliveries and with ethical values. MSU promote a culture of interdisciplinary as well as translational research and innovation in responding to national and global challenges, and facilitate commercialization of the outcomes through entrepreneurship and incubation. MSU also aim to enhance an already collaborative learning environment with the embedment of industries, where applications of knowledge and research align with contemporary needs and are delivered through a curriculum that complements career pathways with the advantages of global mobility and community engagement.
- C.** The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, **subject** to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in Malaysia, will endeavor to strengthen, promote and develop cooperation in the field of education, research and entrepreneurship between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF COOPERATION

1. Cooperation between the two parties shall be carried out subject to availability of funds and the approval of both parties and on the basis of mutual consideration through a variety of activities and /or programs such as to:
 - a) promote and facilitate in teaching, research and training programs;
 - b) provide opportunities to MSU students for internship and job placement;
 - c) promote Expertise Exchange Programs and/or Executive Development Programs for staffs and/or students;
 - d) participate in MSU Convocations through the provision of industry award for selected top graduates;
 - e) accept MSU staff for industrial attachment;
 - f) participate in Industrial Talks; and
 - g) To offer pathway for GANOFARM R&D staffs to study in Bachelors and Postgraduate Programs at MSU;
 - h) any other field deemed necessary by mutual agreement of the parties

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, this Memorandum of Understanding will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute" as contained in **Annexure A** of this Memorandum of Understanding.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied. In implementation of specific items for cooperation from time to time, the Parties will enter into separate agreements to confirm the conditions of each item of cooperation, as necessary.

ARTICLE V

EXCEPTIONS

However, the foregoing restrictions on the Parties (each a "Restricted Party") can be waived if:

- a) such Confidential Information is in the public domain or has ceased to be secret in the country where it is to be disclosed (otherwise than as a result of disclosure by the Restricted Party or any of its employees, agents, contractors or representatives in breach of any obligation of confidence owed to the other party);
- b) it is required to be disclosed pursuant to any Order of Court of competent jurisdiction but only for the purpose of such disclosure and to the extent so required to be disclosed;
- c) it is required to be disclosed pursuant to any law, statute, regulation or ordinance to which the Restricted Party are subject, but only for the purpose of such disclosure and to the extent so required to be disclosed;

- d) at the time the Restricted Party received such information, it was already in the possession of the Restricted Party free from any obligation of confidentiality and has not been acquired by the Restricted Party in breach of any obligation of confidentiality; or
- e) it has been disclosed to the Restricted Party under an express written statement that it is not confidential.

Where a party intends to make any disclosure pursuant to either of Article V(b) or V(c), that party shall, if reasonably practicable to do so, inform the other party of its intention to make such disclosure and the subject matter to be disclosed before making the disclosure, but if not, shall inform the other of the fact and subject matter of the disclosure as soon as reasonably practicable after making, the disclosure.

Without prejudice to the generality of Article V(a), information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it might be of commercial interest, and a combination of two or more portions of the Parties' Confidential Information shall not be deemed to be generally available to the public by reason only of each separate portion being so available.

ARTICLE VI

ENTRY INTO EFFECT, DURATION, TERMINATION AND EXTENSION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **FIVE (5)** years or until terminated by either Party with thirty (30) days written notice.
2. The termination of the Memorandum of Understanding shall not affect the implementation of ongoing activities / programmes.
3. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

PUBLICATION

MSU and GANOFARM R&D reserve the right to make or permit to be made scholarly disclosures of any of the report, research or documentation relating to or resulting from the collaboration between the Parties, including without limitation, publication in scholarly journals, presentations at academic and other conferences. MSU shall give GANOFARM R&D prior notice and a copy of any publication in any scholarly journal that includes a report or research of the collaboration.

ARTICLE VIII

INTERPRETATION OF AMBIGUITIES

Matters not stipulated in this MOU and any other ambiguities which arise in relation to this MOU shall be settled through consultation in good faith by the Parties.

In witness, whereof, the parties hereto have caused this MOU to be executed and signed by their duly authorized representatives in duplicate, each party retaining one (1) copy thereof respectively.

ARTICLE IX

NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address 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: Cheng Poh Guat
Chief Executive Officer
GANOFARM R&D Sdn. Bhd
G01, Sky-Pod Square, Persiaran Puchong Jaya Selatan,
Bandar Puchong Jaya, 47100 Puchong, Selangor

Email address : ganofarm@hotmail.com

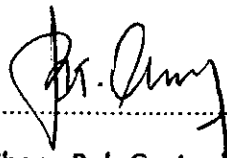
To: Associate Prof. Dr Norshafarina Binti Shari @Kamaruddin,
Dean of Faculty Health and Life Sciences
Management & Science University
University Drive, Off Jalan Persiaran Olahraga,
Seksyen 13, 40100 Shah Alam, Selangor

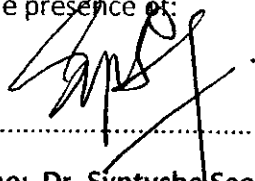
Email address : norshafarina@msu.edu.my

The foregoing record represents the understandings reached between the **GANOFARM R&D Sdn. Bhd** and the **MSU** upon the matters referred to therein.

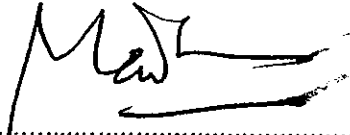
IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this Memorandum of Understanding on the date as above written.

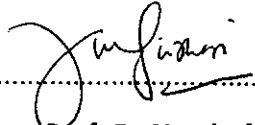
Signed by]
For and on behalf of]
GANOFARM R&D Sdn. Bhd.]


.....
Cheng Poh Guat
Chief Executive Officer

In the presence of:

.....
Name: Dr. Syntyche Seow Ling Sing
Designation: General Manager

Signed by]
For and on behalf of]
MANAGEMENT & SCIENCE]
UNIVERSITY]


.....
Prof. Tan Sri Dato' Wira Dr Mohd Shukri Ab Yajid
President

In the presence of:

.....
Assoc. Prof. Dr Norshafarina binti Shari @ Kamaruddin
Dean, Faculty of Health & Life Sciences

ANNEXURE A

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

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 agreements signed by both Parties.
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.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - (i) 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 terms to be mutually agreed upon; and
 - (ii) 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.

CONFIDENTIALITY

1. The Parties hereby agree:
 - a) to keep information pertaining to collaboration between the Parties as set forth in Article II (hereinafter referred as "Confidential Information") confidential and not to disclose to any third party; only allow the employees, agents, contractors, students of the Parties, who are part of the collaboration and are bound by obligation of confidence with at least the standard contemplated, to access to the Confidential Information; unless written permission has been obtained from the Parties;
 - b) not to use or copy Confidential Information for any other purposes that fall outside

the purpose of this MOU as set forth in Article II; unless written permission has been obtained from the Parties; and

c) to make best endeavors to keep Confidential Information secure.

2. In the event one party breaches any provision hereof, the other party shall be entitled to injunctive relief preventing the dissemination of such Confidential Information in violation of the terms hereof and to compensate from the offending party for any damage inflicted.

SUSPENSION

Each Party 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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.