

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF MALAYSIA

BETWEEN

MANAGEMENT & SCIENCE UNIVERSITY

ON

CO-OPERATION IN THE FIELD OF RESEARCH



msu

**management &
science university**

The Government of Malaysia, represented by the Ministry of Health, acting in its capacity as the Institute for Medical Research, is represented by the Ministry of Health, acting in its capacity as the Institute for Medical Research, 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, are referred to as the "Participants" or collectively as the "Parties".



WHEREAS

INSTITUTE FOR MEDICAL RESEARCH MALAYSIA

A. The Government and MSU have agreed to enter into a framework for collaboration in the field of research, to be known as the "Partnership".

"(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

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.

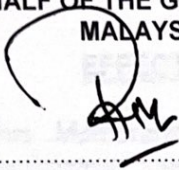
PARAGRAPH 10
REVISION, MODIFICATION AND AMENDMENT

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.

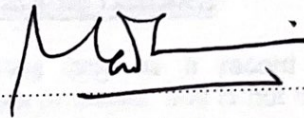
Signed in duplicate at on in the English language.

ON BEHALF OF THE GOVERNMENT OF
MALAYSIA



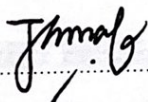
DIRECTOR
INSTITUTE OF MEDICAL RESEARCH
DR. TAHIR BIN ARIS

ON BEHALF OF MANAGEMENT &
SCIENCE UNIVERSITY (MSU)



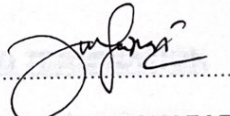
PRESIDENT
PROF. TAN SRI. DATO' WIRA DR. MOHD
SHUKRI AB. YAJID

WITNESSED BY

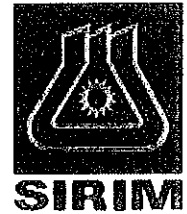


DR. AMI FAZLIN SYED MOHAMED ASSOC.
HEAD,
HERBAL MEDICINE RESEARCH CENTER

WITNESSED BY



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



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MANAGEMENT & SCIENCE UNIVERSITY, MALAYSIA
AND
SIRIM BERHAD**

This Memorandum of Understanding ("MOU") is made by and between Management & Science University ("MSU") of University Drive, Off Persiaran Olahraga, Seksyen 13, 40100 Shah Alam, Selangor and SIRIM Berhad ("SIRIM Berhad") of 1, Persiaran Dato' Menteri, P.O. Box 7035, Section 2, 40700 Shah Alam, Selangor, for the purpose of furthering cooperation in academic fields and education, hereby affirm their intent to explore the establishing of collaborative opportunities.

Article I. Purpose

Cooperation between the two parties may be carried out subject to availability of funds and the written approval of both parties and on the basis of mutual consideration through a variety of activities and /or programs which may include but not limited to:

1. promote and facilitate in teaching, research and training programs;
2. promote collaborative research between the parties;
3. participate in any commercialization of the output of the collaboration research. Mechanism and cost of commercialization shall be further discussed and negotiated;
4. provide opportunities to MSU students for internship and job placement;
5. promote Expertise Exchange Programs and/or Executive Development Programs for staffs of both Parties and/or students of MSU;
6. participate in MSU Convocations through the provision of industry award for selected top graduates;
7. accept MSU and SIRIM Berhad staffs for industrial attachment;
8. participate in Industrial Talks; and
9. any other field as may be determined by the Parties

Article II. Implementation of Specific Items

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 III. Confidentiality

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;
- b) 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 by this Article III, to access to the Confidential Information; unless written permission has been obtained from the Parties;
- c) not to use or copy Confidential Information for any other purposes that fall outside the purpose of this MOU as set forth in Article I; unless written permission has been obtained from the Parties; and
- d) to make best endeavors to keep Confidential Information secure.



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.

Article IV. 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 IV(b) or IV(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 IV(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.

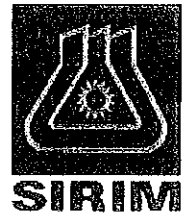
Article V. Intellectual Property Ownership and Rights

Unless the Parties otherwise agree, all and any Intellectual Property Rights arise in the course of this collaboration between the Parties as set forth in Article I shall remain the property of SIRIM Berhad.

"Intellectual Property rights" shall include the ownership and/ or rights of any inventions, patents, copyright, trademarks, designs, know-how, trade secrets, any associated or similar intangible property and any other information relating to and/ or resulting from the collaboration between the Parties.

Article VI. Publication

SIRIM Berhad reserves 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 and presentations at academic and other conferences.



MSU shall give SIRIM Berhad prior notice and a copy of any publication in any scholarly journal that includes a report or research of the collaboration.

Article VII. Governing Law and Jurisdiction

Other than Articles III, IV, V, VI and VII which are binding on the Parties, this MOU shall not be legally binding. In the case any disputes arises out of or in connection to this MOU, this MOU shall be governed by and construed in accordance with the laws of Malaysia and disputes shall be subjected to the jurisdiction of the courts in Malaysia.

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. Validity

This MOU shall become effective upon completion of the signatures and shall remain effective for an initial period of two (2) years. Either party may terminate this MOU by giving three months' notice in writing.

This MOU shall be subject to revision, renewal or cancellation by mutual consent.

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

President
Management & Science University

Date: _____

Prof. Ir. Dr. Ahmad Fadzil Mohamad Hani, FASc, FIEM

President & Group Chief Executive
SIRIM Berhad

Date: _____