**RESEARCH**

**AGREEMENT**

between



**UNIVERSITI TEKNOLOGI MARA**

and

**<COLLABORATOR >**

**<PROJECT TITLE>**

# RESEARCH AGREEMENT BETWEEN

**UNIVERSITI TEKNOLOGI MARA AND**

 **<COLLABORATOR>**

**THIS RESEARCH AGREEMENT** (hereinafter referred to as the “**Agreement**”) is made on this <Month, Date, Year>

# BETWEEN

**Universiti Teknologi MARA** an institution of higher learning established under the Universiti Teknologi MARA Act 1976 (Act 173), and having its address Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor, Malaysia (hereinafter referred to as “**UiTM**”) and shall include its lawful representatives and permitted assigns, of the first part;

# AND

**COLLABORATOR’S FULL NAME**, a body corporate with perpetual succession and having its address at Collaborator’s Full Address (herein after referred to as the “**abcd**”) of the second part.

**UiTM** and **abcd** shall hereinafter be referred to singularly as “the Party” and jointly as “the Parties”.

# WHEREAS:

1. **UiTM** is one of the leading universities in Malaysia with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **UiTM** has established partnerships with various organizations’.
2. **<abcd and about the collaborator>**
3. The Parties have agreed to collaborate in a research project entitled “<Project Title>” (hereinafter referred to as the “**Research Project**”) as stated in **SCHEDULE A**. The Research Project is led by <PI and Faculty>, **UiTM** as stated in **SCHEDULE C**.
4. Desiring to give effect to the Research Project, the Parties agree to endeavor to the best of their respective abilities to ensure the success of this Agreement.

# NOW THEREFORE, THE PARTIES HEREBY AGREE as follows:

* 1. **OBJECTIVE OF RESEARCH PROJECT**

The objective of the Research Project is as stated in **SCHEDULE A**.

# OBLIGATIONS OF THE PARTIES

* + 1. **UiTM** shall be responsible to run the Research Project and deliver result arising from the Research Project according to the Project Proposal as stated in **SCHEDULE A.**
		2. **abcd** shall be responsible to make payment to **UiTM**, subject to Clause 3.

# PAYMENTS AND TERMS OF PAYMENT

* + 1. The Parties agree that **abcd** shall provide the fund for the Research Project (hereinafter referred to as the “**Fund**”). The total Fund for the Research Project is **RINGGIT MALAYSIA <Project Value in words> (RMxx,xxx.xx) ONLY** as stated in **SCHEDULE B**.
		2. **UiTM** shall receive disbursement of Fund from **abcd** as follows:

|  |  |
| --- | --- |
| 1st payment | <if related> |
| 2nd payment | <if related> |
| Final payment | <if related> |

# TERM OF THE AGREEMENT

This Agreement shall come into force for a period of <duration of the project> from <Start date until end date>, irrespective of the date of the signing of this Agreement by the Parties.

# PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

* + 1. The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorized organization.
		2. The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.
		3. Notwithstanding anything in sub‐clause 5.1 above, the intellectual property rights in respect of any research and technological development, products and services development, carried out –
1. jointly by the Parties, or research results obtained through the joint activities or effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon;
2. solely and separately by **UiTM** or **abcd** or research results obtained through the sole and separate effort of **UiTM** or **abcd**, as the case may be, shall be solely owned by the Party concerned; and
3. The rights in intellectual property developed by either Parties shall be dealt in accordance with the rules and regulations of the Parties and upon terms to be mutually agreed upon between the Parties prior to the undertaking of such development.
	* 1. The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

# PUBLICATION

**abcd** agrees that **UiTM** may publish the results of the Project as long as prior written consent with its preconditions are fulfilled (if any) has been obtained from **abcd**, which consent shall not be unreasonably withheld or delayed.

# FAILURE TO SUBMIT AND/OR DELIVER RESEARCH PROJECT

In the event of failure of **UiTM** to complete the Research Project within the term of this Agreement, both Parties shall observe the followings –

1. **UiTM** shall within fifteen (15) days before the expiry of this Agreement, to request from **abcd** or its representative an extension of time to complete the Research Project;
2. **abcd** or its representatives shall grant thirty (30) days extension of time if the delay is reasonable in the opinion of **abcd**;
3. if upon the expiry of the extension of time given in sub‐clause 7(b) above **UiTM**

still fail to complete and deliver the Research Project, **abcd** shall immediately

terminate this Agreement and **UiTM** shall without any further delay submit all research materials including the research write up to the **abcd**;

1. In any event, upon the termination in sub‐clause 7(c), **abcd** shall not be held responsible nor liable to reimburse **UiTM** for all or any costs that have been incurred by **UiTM** in participating in this Research Project.

# REVISION, MODIFICATION AND AMENDMENT

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

# SETTLEMENT OF DISPUTES

* + 1. If any matter, dispute or claim relating to this Agreement or the breach should arise, the Parties shall first consult each other through a Dispute Resolution Committee in a spirit of mutual understanding and co‐operation and endeavor to resolve the dispute and/or reach an amicable settlement.
		2. A Dispute Resolution Committee shall comprise of:
			1. Assistant Vice‐Chancellor of **UiTM** or an appointed representative, as chairman;
			2. two (2) representatives of **UiTM**; and
			3. two (2) representatives of **abcd**.
		3. The Dispute Resolution Committee shall determine its own procedures. It shall meet and endeavor to achieve an amicable settlement between the Parties in respect of any matter referred to it.
		4. If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant Parties within thirty (30) days after the date of referral, either Party may refer that matter, dispute or claim to the Court of Malaysia.

# NOTICES

Any communications under this Memorandum of Understanding will be in writing in Bahasa Melayu or English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **UiTM** or **abcd** 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 **UiTM:**

Dean

<Faculty>

<Address>

Telephone :

Facsimile :

E‐mail :

Attention to : <name of project leader>

 Project Leader

To **abcd:**

Director

<Address>

Telephone :

Facsimile :

E‐mail :

Attention to : <name of project leader>

<PIC>

# CONFIDENTIALITY AND DATA PROTECTION

* + 1. **UiTM** agrees to use the Proprietary Information solely in connection with <PROJECT TITLE> and not for any purpose other than as authorized by this agreement without the prior written consent of an authorized representative of **abcd**.
		2. The Parties hereby represent and warrant that with regard to personal data (as defined under the Personal Data Protection Act 2010) provided or to be provided by one Party to the other Party for the purpose(s) of and/or in connection with this Agreement, the said Party has obtained the required consent for the other Party to process the personal data in question. The Parties agree that, with regard to the personal data provided or to be provided by one Party to the other Party for the purpose(s) of and/or in connection with this Agreement, the said Party shall, and shall procure that all its employees, servants and agents to similarly, comply with the Personal Data Protection Act 2010.
		3. In consideration of the disclosure of Proprietary Information by **abcd**, **UiTM**

hereby agrees that:

1. In this context, “Proprietary Information” refers to any non‐public information of a **abcd** which is maintained as confidential in the form or characteristics of research data, formulas, taped or recorded interviews, computer source codes, diagrams, electronic files, invention disclosures, technical and scientific information, draft publications, academic publications, technical reports, research plans, business plans, financial reports, or projections with regards to or as a result of the undertaken collaborative research project.
2. to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the **UiTM** employs with respect to its own confidential materials);
3. not to disclose any such Proprietary Information or any information derived therefrom to any third person;
	* 1. **UiTM** shall not make any use whatsoever in any form or procedure at any time of such Proprietary Information derived from the research project without a written approval from **abcd**.
		2. Where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be abolished, destroyed or erased, as appropriate.
		3. Immediately upon the written request by **abcd** at any time, **UiTM** will return all Proprietary Information and all documents, materials or any forms of media containing any such Proprietary Information and all copies or extracts thereof.
		4. **UiTM** further acknowledges and agrees that no representation or warranty, expressed or implied, is or will be made, and no responsibility or liability is or will be accepted by the **abcd**, or by any of its respective directors, officers, employees, affiliates, consultants, advisors and supervisors as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the **UiTM**; it is responsible for making its own evaluation of such Proprietary Information.
		5. **UiTM** agrees to use its best efforts to prevent and protect the Proprietary Information, or any part thereof, from disclosure to any person other than the Receiving Party employees, agents, affiliates or advisers having a need for disclosure in connection with the **UiTM**’s authorized use of the Proprietary Information.
		6. **UiTM** shall notify **abcd** immediately upon discovery of, or suspicion of the following incidents –
4. Any unauthorized use or disclosure of Proprietary Information by **UiTM**

or its Representatives; or

1. Any actions by **UiTM** or its Representatives inconsistent with their respective obligations under this Agreement, whereby the **UiTM** shall cooperate with any and all efforts of the **abcd** to help the **abcd** regain possession of Proprietary Information and prevent its further unauthorized use.

# WAIVER

A failure on the part of a Party in exercising any power right or remedy under this Agreement shall not operate as waiver of such power right or remedy, nor shall any single or partial exercise of any power right or remedy preclude the further or other exercise thereof, or the exercise of any other power right or remedy which it may have.

# SUCCESSOR BOUND

This Agreement shall endure for the benefit of and be binding on each of the Parties hereto and their respective successor(s) in title, permitted assign(s), receiver and/or manager administrator, liquidator and other representative of the respective Parties hereto.

# INDEMNITY

Each Party agrees to indemnify and hold the other Party harmless from and against any claim or expense that each Party may suffer as a result of the failure on the part of other Party or its personnel to comply with the terms and conditions of this Agreement. This indemnity shall survive the termination of this Agreement.

# 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 Agreement which suspension shall take effect immediately after written notification has been given to the other Party.

# CONSULTATION AND GOODWILL

Each Party hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of cooperation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of this Agreement.

# STAMP DUTY, FEES AND EXPENSES

* + 1. Each Party shall bear their own solicitors’ or any other consultancy fees, costs and expense in relation to the preparation, negotiation, finalization, signing and execution of this Agreement.
		2. Any stamp duty payable in respect of and/or in connection with this Agreement shall be fully borne by **UiTM**, wherein each Party shall retain one original copy of this Agreement, being duly stamped.

# GOVERNING LAW

The validity construction and performance of this Agreement shall be governed by the laws of Malaysia and shall be deemed to have been made in Malaysia and the Parties hereto shall irrevocably submit to the jurisdiction of the Malaysian Courts.

# TIME OF THE ESSENCE

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

*[THE REST OF THIS PAGE HAS BEEN LEFT BLANK]*

**IN WITNESS WHEREOF**, the undersigned being duly authorized thereto, have signed this Agreement on the day and year first above written.

For

# UNIVERSITI TEKNOLOGI MARA:

**PROFESSOR DR. HADARIAH BAHRON** ] *sign here*

Assistant Vice‐Chancellor ]

Universiti Teknologi MARA ]

In the presence of:

**<Dean’s Name>** ] *sign here*

Dean ]

<Faculty> ]

Universiti Teknologi MARA ]

For

# <COLLABORATOR>:

|  |  |  |
| --- | --- | --- |
| **<Name>**  | ] | *sign here* |
| *Legal representative of company* | ] |  |
| <Collaborator>In the presence of: | ] |  |

|  |  |  |
| --- | --- | --- |
| **<Name>** | ] | *sign here* |
| *Witness* | ] |  |
| <Collaborator> | ] |  |

**SCHEDULE A RESEARCH PROPOSAL**

**<PROJECT TITLE>**

1. **RESEARCH OBJECTIVES**

# RESEARCH METHODOLOGY

# THE IMPORTANCE AND RESEARCH OUTCOMES

# SCHEDULE B FINANCIAL ARRANGEMENT

This Research Project is for a period of <Duration> with the total budget of **Ringgit Malaysia <XXX,XXX.XX> only** and the Fund for this Research Project shall be made payable to the Treasurer of UiTM in accordance with Clause 3 of this Agreement

The budget for this research is as follows:

|  |  |  |
| --- | --- | --- |
| **No.** | **ITEM** | **RM** |
| 1. | Wages for research assistant |  |
| 2. | Travelling expenses and subsistence |  |
| 3. | Communication and utilities |  |
| 4. | Rentals |  |
| 5. | Research materials and supplies (animals, plant seeds, disposables etc.) |  |
| 6. | Maintenance and minor repair services |  |
| 7. | Professional services, honorarium, hospitality, and other services including printing |  |
| 8. | Equipment and accessories |  |
|  | TOTAL |  |

# SCHEDULE C

**LIST OF RESEARCH TEAM MEMBERS**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Affiliation** | **Contact** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |