



COLLABORATION AGREEMENT

BETWEEN

UNIVERSITI SAINS MALAYSIA

AND

ABC

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is made this day of , 20
(hereinafter referred to as "Agreement");

BETWEEN

UNIVERSITI SAINS MALAYSIA, a public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this Agreement is represented by with its main campus at 11800 USM, Pulau Pinang (hereinafter referred to as "USM"), of the first part;

AND

ABC (Company No.) a company incorporated in Malaysia under the Companies Act 1965, and having its business office at
.....
..... (hereinafter referred to as "ABC"), of the second part.

(USM and ABC, shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:-

- A. USM is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, USM has entered into various collaborative arrangements with other parties in its effort to enhance its research contents and strengthen its industrial networking.
- B. ABC is a company involved in

- C. Following discussions between USM and ABC, the Parties wish to establish collaboration and explore opportunities to develop, support and enrich the research activities, educational programs and training in their respective fields of expertise , thus creating synergistic benefits to both Parties.
- D. In achieving the abovementioned objectives, the Parties are desirous of formalizing this collaboration by entering into this Agreement subject to the terms and conditions as stipulated herein.

NOW IT IS HEREBY AGREED as follows:

1. Objectives of this Agreement

USM and ABC shall endeavour to assist and support each other in the collaboration for the following projects:-

- (i) joint investigations effort into;
- (ii) joint participation in the;
- (iii) mutually identified project; and
- (iv) any other projects that shall be mutually identified and agreed by both Parties at a later stage.

2. Obligations of the Parties

In consideration of the covenants herein, the Parties agree that their respective obligations under this Agreement shall be as follows:

2.1 Obligations of USM

- (i)
- (ii)

2.2 Obligations of ABC

- (i)
- (ii)

3. Confidentiality

- 3.1 (a) Neither Party shall at any time publish or, disclose to any third party, the contents of this Agreement or any Confidential Information of the other Party, acquired pursuant to this Agreement without the written consent of the other Party.
- (b) For the purpose of this Agreement, “Confidential Information” means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Agreement; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.
- 3.2 The Parties hereto acknowledge that in the event of any breach of this clause 3 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this clause 3 in addition to all other remedies available to the disclosing Party in law.

4. Validity, Termination and Renewal of the Agreement

- 4.1 This Agreement is valid and shall remain in effect for() years from the date of this Agreement regardless of the diverse dates the Parties may have signed this Agreement.
- 4.2 Either Party may terminate this Agreement by giving one (1) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this Agreement pursuant to clause 9 herein, the obligations of the Parties in clause 3 herein shall survive and remain binding on the Parties for a period of five (5) years from the expiry or the earlier termination of this Agreement (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 4.3 herein.
- 4.3 This Agreement may be renewed upon the mutual agreement of both Parties.

5. Right To Publish

The data and information accruing from this Agreement, which are of academic importance for the enrichment of knowledge, may be published by USM in accordance with USM policy.

6. 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.

7. Public Statement

Both Parties agree that no public statement shall be made on this Agreement, or in relation to any products, processes or inventions developed as a result of this Agreement unless approved first by both Parties.

8. Name, Official Emblem and Logo

- 8.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as “Brand Materials”) that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.
- 8.2 Any use of the Brand Materials for the purposes stated in clause 8.1 above shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other party’s Brand Materials.

9. Termination

- 9.1 If USM or ABC (as the case may be) commits any of the conditions stated herein, then, the aggrieved Party shall be entitled to terminate this Agreement by serving a notice to that effect:
- a) either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
 - b) either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or
 - c) either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or
 - d) either Party fails to comply with any of the obligations under this Agreement.
- 9.2 The notice to terminate shall not be less than twenty one (21) days, save for in the case of sub-clause 9.1(d), whereby the notice to terminate shall take effect only after the non-defaulting Party first giving twenty one (21) days notice in writing to the defaulting Party to remedy a default, and where such

default is not remedied within that period, upon giving not less than further twenty one (21) days notice of termination.

- 9.3 Upon termination of this Agreement, both Parties shall have no obligation to each other except for payments still outstanding and payable by ABC to USM, for activities already undertaken prior to the date of such termination.

10. Notices

Any notice or communication between the Parties shall be delivered to the address, or sent to the facsimile number or emailed to the following:

For USM: Address *[School address]*
.....
.....
.....
Telephone no.
Facsimile no.
Contact person *[to be nominated by the School]*
Email address

For ABC: Address
.....
.....
.....
Telephone no.
Facsimile no.
Contact person
Email address

11. Governing law

This Agreement shall be construed and interpreted in accordance with the laws of Malaysia.

12. E-Communication and Signature

The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other party without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

13. Force Majeure

Both 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 this Agreement.

14. Variation

The terms stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

15. Assignment

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

16. Mutual Cooperation and Relationship

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and

measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close cooperation and mutual assistance.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF USM and **ABC** hereunto have executed this Memorandum of Agreement on the year and date first above written:

SIGNED BY
for and on behalf of

UNIVERSITI SAINS MALAYSIA

SIGNED BY
for and on behalf of

ABC

.....
PROFESSOR DATO' DR OMAR OSMAN
Vice-Chancellor

.....
[**name & designation**]

In the presence of:

In the presence of:

.....
[**name & designation**]

.....
[**name & designation**]