

## UNIMAS Matching Grant Scheme

### Priority:

- 1 International Matching Grant (UNIMAS and at least one International Collaborator)
- 2 National Matching Grant (UNIMAS and at least 3 National Collaborators)

### Funding:

Science and Technology: Maximum RM20,000, Minimum RM10,000 (or equivalent)  
 Social Science and Humanities: Maximum RM10,000, Minimum RM5,000 (or equivalent)

### Research Team:

#### Research Program hosted by UNIMAS

Head of Program/Sub-project Leader	1
Co-researchers from UNIMAS	Maximum 3
Co-researcher from collaborator	At least 1

### Period:

2 years (24 months)

### Research Field:

Not limited

### Project Monitoring:

RIEC monitors sub-projects led by UNIMAS researchers.  
 Sub-projects led by other institutions go back to RMC respectively.

### Expenditures:

Sub-projects in UNIMAS follow the ruling of UNIMAS Bursary Office.  
 Sub-projects in other institutions follow their bursary rules.

### KPI:

At least one (1) indexed journal paper (WoS & SCOPUS).

### Application Procedures:

#### RIEC:

- 1 Concept paper agreed upon by all collaborating parties.
- 2 Letter of intents from the collaborators.
- 3 Memo through the Dean/Deputy Dean to Director, RIEC.

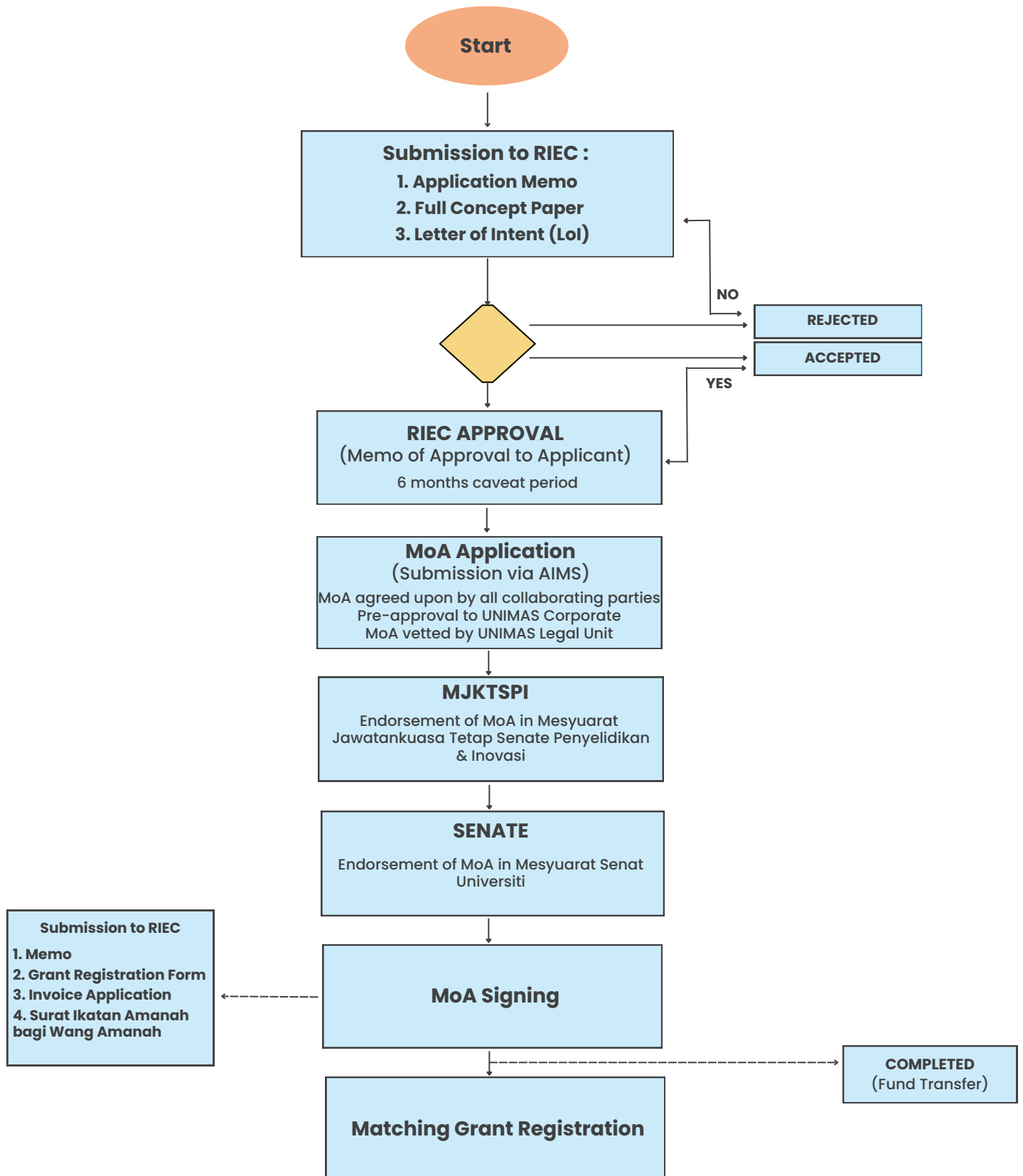
#### Faculty/Institute:

- 1 MoA agreed upon by all collaborating parties.
- 2 Pre-approval to UNIMAS Corporate.
- 3 MoA vetted by UNIMAS Legal Unit.
- 4 Present working paper/MoA in Mesyuarat Jawatankuasa Tetap Senate Penyelidikan & Inovasi.
- 5 Present working paper/MoA in Mesyuarat Senat Universiti.
- 6 Signing of MoA by all collaborating parties.

#### RIEC:

- 1 Memo/Complete MoA from Faculty to RIEC
- 2 Invoices
- 3 Fund transfer
- 4 Register of grant

## UNIMAS MATCHING GRANT SCHEME



No: .....

30 September 2024

**Prof Dr Awang Ahmad Sallehin bin Awang Husaini**  
**Director**  
**Research, Innovation & Enterprise Centre (UNIMAS Innovation)**  
**Universiti Malaysia Sarawak (UNIMAS)**  
**94300 Kota Samarahan**  
**Sarawak, Malaysia**

Dear Prof,

Universitas ABC is supportive of the research proposal prepared by Dr. ....entitled, "....." under the research program led by ....entitled ".....". Dr.....will serve as the project leader for the sub-project under the mentioned program with Universiti Malaysia Sarawak (UNIMAS).

Dr .....will commit to this project, along with a budget as approved by our administration. Institute of Research and Community Services, Universiti ABC agrees to provide funding of RM20,000.00 for a research period of two years. We understand the requirement to establish a mutual agreement (MoA) between the parties involved prior to the approval of the grant.

We look forward to working with Universiti Malaysia Sarawak (UNIMAS). on this research collaboration.

Thank you.

Yours sincerely,

Director,  
Institute of Research and Community Services  
Universitas ABC

## ANNEXURE 2

### CONCEPT PAPER INTERNATIONAL MATCHING GRANT

“Tittle .....

## BACKGROUND/PROBLEM STATEMENT

## SCHEDULE A

### PROJECT 1 DESCRIPTIONS

#### Project Details (UNIMAS) - Project 1

Project Title :  
Project Leader :  
Project Period : 24 months  
Location of Research :  
  
Problem Statement :  
Objectives :

#### Project Milestones

No	Milestone	Month
1		2
2		10
3		6
4		6
<b>Total</b>		24 months

## **PROJECT 2 DESCRIPTIONS**

### **Project Details (University ABC)**

Project Title :  
Project Leader :  
Project Period : 24 months  
Location of Research :  
  
Problem Statement :  
Objectives :

### **Project Milestones (University ABC)**

<b>No</b>	<b>Milestone</b>	<b>Month</b>
1		6th
2		12th
3		18th
4		24th
<b>Total</b>		24 months

## **SCHEDULE B**

### **TEAM OF PROJECT 1 (UNIMAS)**

<b>Role</b>	<b>Name</b>	<b>Institution</b>
Project Leader		UNIMAS
Project Members		UNIMAS

### **TEAM OF PROJECT 2 (University ABC)**

<b>Role</b>	<b>Name</b>	<b>Institution</b>
Project Leader		
Project Members		
Project Members		

## **SCHEDULE C**

### **FUNDING ALLOCATION FOR PROJECT 1 (UNIMAS)**

<b>Details</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Total</b>
Vote 11000 - Salary and wages	-	-	-
Vote 21000 - Travelling and Transportation			
Vote 24000 - Rental  Rental four-wheel drive vehicle to coffee farm			
Vote 27000 - Research Materials & Supplies			
Vote 28000 - Maintenance and Minor Repair Services			
Vote 29000 - Professional Services			
Vote 35000 - Accessories and Equipment			
<b>Total</b>			<b>RM20,000.00</b>

### **FUNDING ALLOCATION FOR PROJECT 2 (University ABC)**

<b>Details</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Total</b>
Vote 11000 - Salary and wages			
Vote 21000 - Travelling and Transportation			
Vote 24000 - Rental			
Vote 27000 - Research Materials & Supplies			
Vote 28000 - Maintenance and Minor Repair Services			
Vote 29000 - Professional Services			
Vote 35000 - Accessories and Equipment			
<b>Total</b>			<b>RM20,000.00</b>

# **INTERNATIONAL MATCHING GRANT AGREEMENT**

**BETWEEN**



**UNIVERSITI MALAYSIA SARAWAK**

**AND**

**UNIVERSITY ABC**

**FOR RESEARCH PROGRAM ENTITLED**

**“.....”**

THIS INTERNATIONAL MATCHING GRANT AGREEMENT (hereinafter referred to as “this Agreement”) is entered into this .....2024,

**BETWEEN**

**UNIVERSITI MALAYSIA SARAWAK** an institution of higher learning established under the Universities and University Collages Act 1971 whose address at **Universiti Malaysia Sarawak, 94300 Kota Samarahan, Sarawak, Malaysia**, (hereinafter referred to as “**UNIMAS**”), and shall include its lawful representatives and permitted assigns, of the first part;

**AND**

**UNIVERSITY ABC** is an Indonesian university established in 1963 and supported by the RepUABCLic of Indonesia whose address at .....(hereinafter referred to as “**UABC**”) and shall include its lawful representatives and permitted assigns, of the other part;

**UNIMAS** and **UABC**, are hereinafter collectively referred to as the “**Parties**” and “**Party**” refers to any of them, as the context may require.

**WHEREAS**

- A. **UNIMAS** is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence. **UNIMAS** has entered into various collaborative arrangements with other Parties to enhance in learning, research and academia. For the purpose of this Agreement, **UNIMAS** is represented by the **Faculty of Resources Sciences and Technology** (hereinafter referred to as “**FRST**”).
- B. **UABC** is a prominent university located in Malang, East Java, Indonesia. **UABC** focuses its research strengths on Agricultural Technology. For the purpose of this Agreement, **UABC** is represented by the **Institute of Research and Community Services**, which actively seeks international collaboration to enhance research activities related to sustainable development.
- C. Pursuant to Letter of Intent dated 30th January 2024, from **UABC** to **UNIMAS**, **UABC** expresses its intention and support for the research proposal prepared .....entitled, “.....” under an international research collaboration program entitled “.....”.....will serve as the project leader, while....., Ph.D will serve as team member and contact person under the aforementioned program with **UNIMAS (Annexure 1)**.



- D. Dr. Wenny Bkti Sunarharum is committed to this project. The Institute of Research and Community Services, with its approved budget, agrees to provide funding of **Rp 64,700,000.00 (Sixty-Four Million Seven Hundred Thousand Rupiah)** or equals to **RM 20,000.00 (Twenty Thousand Malaysian Ringgit)** for a research period of **two (2) years**.
- E. UNIMAS and UABC have designed two research schemes in a common theme of research proposal that allows all parties to benefit from such research. Thus, UNIMAS is desirous to have research collaboration with UABC under the International Matching Grant program entitled "....." (hereinafter referred to as "Program").
- F. UNIMAS agrees to conduct a research projects entitled "....." (hereinafter referred to as "Project 1") with the sum of **Ringgit Malaysia Twenty Thousand only (RM20,000.00)** under the Program.
- G. UABC has been invited by UNIMAS to participate with a research project entitled ".....(hereinafter referred to as "Project 2") with the sum of **Ringgit Malaysia Twenty Thousand only (RM20,000.00)** under the Program.
- H. The Parties agree that UNIMAS shall issue invoices to UABC requesting a fund transfer of **Ringgit Malaysia Ten Thousand (RM10,000.00)** each year for two years. UABC shall reciprocate by issuing invoices to UNIMAS requesting a fund transfer of **Ringgit Malaysia Ten Thousand (RM10,00.00)** each year for two years.
- I. Pursuant thereto, the Parties are now desirous of entering into this Agreement subUABCject to the terms and conditions hereinafter appearing.

## TERMS AND CONDITIONS

The Parties hereby agree as follows:

### 1. DEFINITIONS AND INTERPRETATIONS

In this Agreement the following definitions and interpretations shall apply:

#### 1.1 Definitions

"Agreement"	shall mean this <b>International Matching Grant Agreement</b> , together with the appendices and attachment annexed hereto and any variation, amendment and/or supplement in the writing as may be agreed by the Parties from time to time;
"Business Day"	means on a day other than a Saturday, Sunday, bank or other <u>pubUABC</u> lic holiday in Malaysia and Indonesia;
"Background IP"	shall mean any Intellectual Property rights owned by each Party prior to the date of this Agreement and

	which is made available by a Party or Parties to carry out the research work in relation to the Project;
"Commencement Date"	shall mean the effective date of the Project start or the date of its first activity begins under the Project and / or the date receiving the funds seeds, according to whichever is earlier, as agreed by the Parties to this Agreement;
"Confidential Information"	shall mean all information passing from a Party ("Disclosing Party") to the other Party ("Receiving Party") in this Agreement relating to the Project, including, without limitation to, (i) financial information, reports or findings, studies, consultations, methodologies, proposals, systems, programs, strategies, improvements, discoveries, innovations, inventions, trade secrets, drawings, know-how, source and object codes, arrangements and agreements with third parties, formulae, concepts not reduced to material form, designs, plans and models whether given orally or in writing (ii) any derivations of any information or data which embodies, contains or describes the Confidential Information, and (iii) any other data or information designated by the Disclosing Party to be confidential or relating to the current or prospective activities or businesses of the Disclosing Party. The Confidential Information shall also include such information or data that may be in the possession of a Party's employees or management;
"Force Majeure"	means any cause affecting the performance of this said Agreement arising from or attributable to any acts, extraordinary events or circumstance beyond the control of the Parties to perform and in particular but without limiting the generality therefore shall include war, strike, riot, crime, lock-outs, industrial action, civil commotion, invasion, acts of terrors, fire, explosion, or an event described by the legal term as "Act of God" such as storm, flood, earthquake, pandemic or other natural physical disaster;
"Intellectual Property"	shall mean;  i) Inventions; manner, method or process of manufacture; method or principle of construction; or design; plan, drawing or design;

or scientific, technical or engineering information or document;

- ii) Improvement, modification or development of any of the foregoing;
- iii) Patent, application for a patent, right to apply for a patent or similar right for or in respect of any intellectual Property referred to in paragraph (i) or (ii);
- iv) Trade secret, know-how, confidential information or right of secrecy or confidentiality in respect of any information or document or other intellectual Property referred to in paragraph (i) or (ii);
- v) Copyright or other rights in the nature of copyright sUABCsisting in any works or other sUABCject matter referred to in paragraph (i) or (ii);
- vi) Registered and unregistered trademark, registered design, application for registration of a design, right to apply for registration of a design or similar rights for or in respect of any work referred to in paragraph (i) or (ii); and
- vii) Any other rights arising from intellectual activities in the scientific, literary or artistic fields;

Whether vested before or after the date of this Agreement and whether existing in Malaysia or otherwise and for the duration of the rights.

“Intellectual Property Rights”	means all current and future legal and/or equitable rights in the Intellectual Property;
“Milestones”	shall mean the major achievement of activities of the Projects as described in <b>Schedule A</b> ;
“Parties/Party”	means UNIMAS and UABC, including their successors, assign or and/or representative;
“Projects”	shall mean refers to Project 1 and Project 2;
“Project Intellectual Property”	shall mean any Intellectual Property rights arising from or in the course of the implementation of the Projects;

“Project Leaders”	shall mean persons appointed by the Parties to lead the collaborative research work for the Projects;
“Project Member”	shall mean a team member of the Project which consists of representative of each Party as in <b>Schedule B</b> ; and
“Report”	shall mean a report containing the completion of each milestone planned and scheduled in accordance with the implementation schedule as in <b>Schedule A</b> .

## 1.2 Interpretations

In this Agreement, references to Clauses and Schedules refer to clauses and schedules of this Agreement; and the singular form of any word includes the plural, and vice versa, as required by the context;

- (a) The headings and underlining in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
- (b) Words importing the singular includes the plural and vice versa;
- (c) Words importing a gender include any gender;
- (d) An expression importing a natural person includes any Government, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and are reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) A reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (g) A reference to a Party to any document includes that Party’s successors and permitted assigns;
- (h) Any reference to a “day”, “week”, “month” or “year” is a reference to a day, week, month or year in accordance with the Gregorian calendar;
- (i) A “month” is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month (and reference to “months” shall be construed accordingly) save that, where any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day. If any such period starts on the last Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that later month save as aforesaid;

- (j) Any express statement of a right of a Party under this Agreement is without prejudice to any other right of that Party expressly stated in this Agreement or arising at law;
- (k) All appendices and schedules to this Agreement shall form an integral part of this Agreement; and
- (l) No rule of construction shall apply to the detriment of any Party by reason of that Party having control and/or was responsible for the preparation of this Agreement or any part thereof.

## **2. THE SCOPE OF THE COLLABORATION**

- 2.1. In consideration of and subject to the terms of this Agreement and all applicable laws, the parties hereby agree to jointly collaborate and conduct research in relation to the Program and Projects.
- 2.2. The Parties agree that the implementation of the Projects shall at all times be led by the Project Leaders and a team of Project Members as specified in **Schedule B**. It is agreed that the service of the Project Leaders and the Project Members shall not be terminated, replaced or substituted without the prior consultation and agreement in writing of the Parties.
- 2.3. The Parties shall carry out the Projects with due diligence and in conformity with sound technical and ethical practices, and shall act at all times so as to protect the interest of all Parties.

## **3. DURATIONS OF THE AGREEMENT AND COMPLETION**

- 3.1 This Agreement is deemed effective once it is signed by the Parties which shall continue for a period of **twenty-four (24) months** for UNIMAS and UABC from the date unless terminated earlier according to the provision of the Agreement.
- 3.2 This Agreement may be extended for a further period as may be agreed in writing by the Parties by issuance to the other Party of a written notice signifying its intention to renew or further the period not less than **three (3) months** prior to the Expiry Date.

## **4. OBLIGATIONS OF THE PARTIES**

- 4.1. General and/or Joint Obligations of the Parties
  - 4.1.1. Each Project shall be performed by or under the direction and supervision of the Project Leader;

- 4.1.2. Each Party hereby undertakes to use all reasonable endeavours to perform and enable the other Parties to perform in time the tasks assigned to each Party in the implementation of the Projects;
- 4.1.3. Each Party hereby undertakes to perform the task assigned to each Party in proper manner and in accordance with professional and good management practice and shall comply with the present laws and statutes;
- 4.1.4. Each Party hereby undertakes to assist and cooperate with each other in the performance of the Projects. Such assistance and cooperation shall include the provision of materials, facilities, data and information as may be reasonably required to satisfactorily perform the Projects;
- 4.1.5. Although each Party will use its reasonable endeavours to perform the Projects, no Party undertakes that work carried out under or pursuant to this Agreement will lead to any particular result, nor is the success of such work guaranteed. For the avoidance of doUABCt, nothing in this Clause purports to permit any Party to reverse engineer or otherwise analyse any of the materials provided to it under this Agreement except in accordance with the provisions of this Agreement and to the extent applicable by law;
- 4.1.6. The appropriate ethical approvals are granted for the Projects and adhered to, and that no research requiring ethical approval is initiated until it has been granted; and
- 4.1.7. The Parties agree to acknowledge each other by offering co-authorship(s) of the Projects to researchers from the other Parties who have constructively contributed to the Projects.

#### 4.2. Obligation of UNIMAS

- 4.2.1. In addition to the General and/or Joint Obligations of the Parties, the duties and obligations of UNIMAS shall be as follows:
  - (a) To prepare the proposal in collaboration for the purpose of the Program and **Project 1**;
  - (b) To collaborate with UABC on research in focus area;
  - (c) SUABCject to availability and approval of relevant authority(ies), within their best endeavour, to provide necessary facilities as may be required for the implementation of the Projects;
  - (d) To take all necessary and reasonable steps and measures to ensure protection to the voluntary rights of the study sUABCjects and also the authenticity of the data;

4.2.2. UNIMAS shall carry out the **Project 1** with due diligence and efficiency and in conformity with the Program.

4.3. Obligation of UABC

4.3.1. In addition to the General and/or Joint Obligations of the Parties, the duties and obligations of UABC shall be as follows:

- (a) sUABCject to availability and approval of relevant authority, to provide necessary facilities as may be required for the implementation of the **Project 2**;
- (b) to take all necessary and reasonable measures to ensure protection to the voluntary rights of the study sUABCjects and also the authenticity of the data; and
- (c) to comply with the milestones as prepared by UABC in completing the **Project 2**.

4.3.2. UABC shall carry out the **Project 2** with due diligence and efficiency and in conformity with UNIMAS regarding the Program.

5. **REPORTS**

5.1 UNIMAS shall monitor the progress of **Project 1** via Progress Reports consisting of financial and milestone details from time to time. UABC shall monitor the progress of **Project 2** via progress Report consisting of financial and milestone details from time to time.

5.2 Each Party shall submit a Final Report, in accordance with the format determined by the Party who received the said Final Report, after the completion of the Projects.

6. **WITHDRAWALS AND TERMINATION**

6.1. Any Party (the “Withdrawing Party”) may withdraw from the Projects upon **six (6) months** prior written notice to the other Parties, where it considers withdrawal justified on the grounds that no further purpose to the Projects would be served by the Withdrawing Party continuing in the Projects. Withdrawal by the Withdrawing Party will only take place after discussions with the other Parties. Such discussions to occur within **three (3) months** of submission by the Withdrawing Party of notice to withdraw, after which the Parties shall confirm to the Withdrawing Party the official date of withdrawal (“**Date of Withdrawal**”).

- 6.2. The Withdrawing Party shall not from the Date of Withdrawal be entitled to recover any of its costs incurred in connection with the obligations as mentioned in the **Schedule C** and shall, from the Date of Withdrawal, comply with any conditions that may be imposed pursuant to Clause 6.1 which shall include (without limitation).
- 6.3. Rights granted to the other Parties in respect of the Withdrawing Party's Background Intellectual Property shall continue for the duration of the Projects solely for the purposes of carrying out the Projects, subject to the restrictions contained in this Agreement.
- 6.4. To the extent that exploitation of any other Party's/Parties' Projects Intellectual Property is dependent upon the Withdrawing Party's Background Intellectual Property, then the Withdrawing Party shall, to the extent that it is free to do so, grant to the remaining Party/Parties a non-exclusive licence to such Background Intellectual Property on fair and reasonable terms to be agreed.
- 6.5. The Withdrawing Party shall grant to the remaining Parties a non-exclusive, royalty-free licence to use the Withdrawing Party's Projects Intellectual Property strictly for the purposes of carrying out and completing the Projects.
- 6.6. All rights acquired by the Withdrawing Party to the Background Intellectual Property and Projects Intellectual Property of the other Parties shall cease from the Date of Withdrawal other than in respect of the Withdrawing Party's interest in any jointly owned Intellectual Property under clause 9.
- 6.7. Any Party may terminate this Agreement by giving no less than thirty (30) days written notice should any Party:
- 6.7.1. Fails to proceed regularly and diligently to perform its obligations in accordance with the Projects Milestones;
  - 6.7.2. For any reason whatever suspend its performance of all or any part of its obligations under this Agreement;
  - 6.7.3. Fails to comply with any of the provisions of this Agreement and where such failure is capable of being remedied, does not rectify such non-compliance within thirty (30) days of the Party's written notice of such failure; or
  - 6.7.4. Engage in any conduct prejudicial to any Party in relation to the Projects.
- 6.8. Upon the termination of this Agreement pursuant to this Clause, the Parties shall:
- 6.8.1. Specify the disposition of all properties, inventions, patent or other intellectual property applications and other results of work accomplished or in progress, arising from or performed under this



Agreement, all in accordance with the rights granted to the Parties under the terms of this Agreement;

6.8.2. Return forthwith any resources, facilities, equipment of the other Party the use of which has been extended or otherwise provided by the other Party to the returning Party specifically for the purposes of the Projects or otherwise pursuant to this Agreement;

6.8.3. Return forthwith all materials containing or relating to the other Party's Confidential Information and furnish a statutory declaration certifying that it has not retained any record, representation or reproduction (written, electronic, photographic or otherwise) of the Confidential Information of the other Party; and

6.8.4. Co-operate with each other to do all things reasonably necessary to bring the arrangement under this Agreement to an effective and expedient end.

6.9. The clauses in this Agreement on Warranties, Intellectual Property Rights, Confidentiality, Liability and such other clauses which (whether expressly or by implication) shall survive the termination or expiry of this Agreement.

6.10. Any termination of this Agreement pursuant to Clauses 6.2 shall be without prejudice to the rights of the Party terminating to seek and obtain damages for any breach of this Agreement by the other Party.

6.11 Termination on National Interest

(a) Notwithstanding any provision of this Agreement, this Agreement may be terminated by giving not less than **THIRTY (30) days'** notice to that effect to the Parties (without giving any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purpose of Government policy or public policy. For the purpose of this Clause, what constitute "National Interest", "Interest of National Security", "Government Policy" and "Public Policy" shall be solely made and determined by both Parties and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenged whatsoever.

(b) The termination of this Agreement for any cause whatsoever shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination or cessation.

## 7. CONFIDENTIALITY

- 7.1. Where the data and information of the Projects have been designated as Confidential Information by any of the Parties, neither Party shall not inform, announce or disclose to any third party other than its respective authorities, any data and information obtained through the implementation of this Agreement or any result of it, unless written approval is obtained from the other Party.
- 7.2. Where results of this Projects have been designated as Confidential Information by any of the Parties, neither Party will inform, announce or disclose to any third party other than its respective authorities, any result obtained through the implementation of this Agreement, unless written approval is obtained from the other Party.
- 7.3. Notwithstanding the generality of the foregoing, the receiving Party shall not disclose all or any part of such Confidential Information to any third party or make any use of the same (except for the purpose of performing its obligations under this Agreement) without the prior written consent of the Disclosing Party.
- 7.4. The Receiving Party agrees to restrict access to all Confidential Information within its organisation to only such limited group of authorised employees or agents who require to know such information in connection with the receiving Party's obligations or otherwise obligated to keep such information confidential and are instructed to neither use nor disclose such information in a manner other than as permitted herein.
- 7.5. The obligations of confidentiality contained in this Agreement shall not apply to any Confidential Information which:
- 7.5.1. Has been made pUABClc by the Disclosing Party or by others with the permission of the Disclosing Party;
  - 7.5.2. Is independently received from a third party who is free to disclose it;
  - 7.5.3. Is in the public domain or is a compilation of material in the pUABClc domain; or
  - 7.5.4. Is required to be disclosed by order of court or any applicable government authority or under any applicable law.
- 7.6. Upon termination of this Agreement, the Receiving Party shall, upon the request of the Disclosing Party, return all Confidential Information (including all copies thereof) to the Disclosing Party or destroy the same on Disclosing Party's instruction, within **THIRTY (30) DAYS** after the termination or expiration of the term of this Agreement, whichever is earlier.

- 7.7. The obligations of confidentiality under this Agreement shall survive the expiry or earlier termination of this Agreement.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. Each Party shall be the owner of all and any existing Background Intellectual Property in existence at the date of this Agreement and subject to this Agreement each Party agrees not to use any of the Background Intellectual Property belonging to the other Party except for the purpose of this Agreement.
- 8.2. The Parties acknowledge that the Projects Intellectual Property rights may arise from the implementation of the projects.
- 8.3. Each Party grants the others a royalty-free, non-exclusive licence for the duration of the Projects to use its Background Intellectual Property for the sole purpose of carrying out the Projects. No Party may grant any sub-licence over or in respect of the other's Background Intellectual Property.
- 8.4. Each Party shall promptly disclose to the other(s) all Projects Intellectual Property generated by it and each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Projects Intellectual Property.
- 8.5. For clarity purposes, the proportion of any Projects Intellectual Property will only be determined by the Parties after the completion of the Projects, taking into consideration the financial and technical contributions of the Parties concerned to the development of the respective Projects Intellectual Property and the Parties will enter into a separate agreement pertaining the same.
- 8.6. Each Party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Projects Intellectual Property generated in the course of the Projects for academic and research purposes.
- 8.7. If any Party (hereinafter referred to as "**Exercising Party**") requires the use of Background Intellectual Property of any other (hereinafter referred to as "**Other Party**") in order to exercise its rights in the Projects Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Projects Intellectual Property. The Exercising Party and the Other Party shall negotiate in good faith and agree on the reasonable terms for the grant of the license of the Other Party's Background Intellectual Property to the Exercising Party.

- 8.8. 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 the respective Party.

**9. DISCLOSURE OF INFORMATION**

- 9.1. Where results of the Projects have been designated as confidential by any of the Parties, neither Party will inform, announce or disclose to any third party other than its respective authorities, any result obtained through the implementation of this Agreement, unless written approval is obtained from the other Party.
- 9.2. Each Party shall not be liable to the other Parties for any loss nor damage arising from its failure to perform work on time or within estimated costs, provided that the said Party has used its reasonable endeavors in all respects.
- 9.3. Each Party shall indemnify the other Parties, within the limits set out in this Clause 10, in respect of liability resulting from the negligence or wilful default of itself, its employees or its agents in carrying out the Projects provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages, including but not limited to loss of profit, revenue, contracts or the like, where such losses are indirect losses.

**10. REPRESENTATION, WARRANTIES, COVENANTS & UNDERTAKINGS**

- 10.1. Each party warrants to the other party that;
- (a) It has the full power or capacity and authority to enter into and bind itself by this Agreement;
  - (b) To exercise its rights and perform its obligations hereunder;
  - (c) All appropriate and necessary actions have been taken to authorize the execution and delivery of this Agreement and the exercise by each Party of its rights and performance of obligations; and
  - (d) The execution and delivery does not exceed the power and authority of the persons so authorised.
- 10.2. The Parties shall ensure that all obligations provided to other Parties in relation to this Agreement are provided with the due care, diligence and skill reasonably expected of professional persons providing services of the kind described. The Parties makes no other warranty or assurances with respect to the services carried out in relation to this Agreement, or to its quality, accuracy or suitability for any purpose.
- 10.3. Neither the execution nor the performance of any of the matters contemplated in this Agreement;

- 10.3.1. Contravene or constitute default under any provision contained in any agreement, instrument, law, judgment, order, license, permit or consent by which such Party or any of its assets are bound or affected; or
  - 10.3.2. Cause any limitation on the Party or in relation to the Government, the powers of its directors whether imposed by or contained in its memorandum and articles of association or in any other law, order, judgment, agreement, instrument or otherwise, to be exceeded.
- 10.4. No litigation, arbitration or administrative proceeding or claim which might by itself or together with any other such proceedings or claims, is presently in progress or pending or, to the best of the knowledge information and belief of the Party, threatened or foreseeable contemplated against Party, or any of its directors (in relation to the Government) which:
- 10.4.1 Would or might materially and adversely affect the exercise or performance of any of the rights and/or obligations of the Parties under this Agreement; or
  - 10.4.2 Would or might materially and adversely affect the validity or enforceability of this Agreement.
- 10.5. The Parties do not warrant the validity of any Patent or other Intellectual Property rights which may arise from or are connected with this Agreement.

## **11. FORCE MAJEURE**

- 11.1. Neither Parties shall be in breach of its obligations under this Agreement if it is unable to perform its obligation under this Agreement (or any part of them), other than the payment obligations as a result of the occurrence of an Event of Force Majeure.
- 11.2. In an event of Force Majeure occurs by reason of which either Party is unable to perform any of the obligations under this Agreement (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.
- 11.3. If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the Parties.

- 11.4. If this Agreement is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.
- 11.5. Neither party shall be entitled to rely upon the provisions above if the Parties reasonably determine that the Event of Force Majeure has not occurred.
- 11.6. For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

## **12. LIABILITY AND INDEMNITY**

- 12.1. Except in cases of indemnity, fraud, wilful misconduct, death, bodily injury and damage to real property and tangible personal property for which liability shall not be excluded or limited, each party's liability to the other party under or in connection to this Agreement shall be limited to the amount of any direct loss or damages arising from the acts or omissions or otherwise breach of this Agreement by the breaching parties or its employees or agents.
- 12.2. Subject to the above paragraph and other than as expressly provided in this Agreement, in no event will either party liable to the other for: -
- 12.2.1. Any loss of revenues, profits, contracts, business or anticipated savings;
- 12.2.2. Indirect or consequential damages whether arising from negligence, breach of this Agreement or howsoever;
- 12.2.3. Loss of goodwill or reputation;
- 12.2.4. Wasted management or staff time; and /or;
- 12.2.5. Any special or indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, suffered or incurred by a party arising out of or in connection with this Agreement whether or not such losses were within the contemplation of the parties at the date of this Agreement;
- 12.3. The Parties acknowledged and agree that in the event of a material breach of the Agreement by either Party, the non-defaulting Party shall endeavour to do all things as may reasonably be necessary to mitigate any losses that it may suffer pertaining such breach.

### **13. DISPUTE SETTLEMENT**

13.1. If there is a dispute between the Parties, then:

#### **13.1.1. Negotiation**

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

#### **13.1.2. Arbitration**

If any dispute, controversy or claim under or arising out of this Agreement or the breach, termination or invalidity thereof shall be decided by arbitration in accordance with the Arbitration Act 2005 and in force Rules (formerly known as the "KLRC Arbitration Rules") in the Asian International Arbitration Centre ('AIAC') in Kuala Lumpur. One (1) arbitrator shall be mutually appointed by the Parties and where the Parties are unable to agree on the appointment, it shall be appointed by the Director of AIAC. The language in the arbitration shall be English; or;

13.1.3. In the event the Parties are unable to agree on any settlement or arrangement, either Party may take the dispute to a court of law.

### **14. LANGUAGE**

It is mutually covenanted and agreed by the parties hereto that the official language of this Agreement shall be the English Language and in the event of translation of this Agreement into any other language for purposes of convenience or otherwise, the English Language version shall prevail in the event of any conflict between the original Agreement and the translation thereof.

### **15. GENERAL**

- 15.1. No right or obligation related to this Agreement shall be assigned by either party without the prior written permission of the other Party.
- 15.2. This Agreement shall be read and construed according to the laws presently in force in Malaysia. The Parties agree to submit any dispute that may arise in relation to this Agreement to the jurisdiction of the Courts of Malaysia following unsuccessful settlement.
- 15.3. Either Party may request in writing, a revision or amendment of this Agreement. Any revision or amendment agreed to by both Parties will be produced in writing and will form part of this Agreement. Such revision or amendment will come into effect on such dates to be determined by both Parties.
- 15.4. Any term, condition, stipulation, provision, covenant or undertaking contained herein which is illegal, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant, or undertaking in any other jurisdiction.
- 15.5. Any notice approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in English language and shall be delivered to the address or facsimile number of the Party shown below or to such address or facsimile number as may be notified in writing by the Party from time to time. Any notice sent by hand or facsimile shall be deemed to have received within **twenty-four (24) hours** from the time it was dispatched and in the case of service by post shall be deemed to have been received within **seven (7) days** after posting:

**If to UNIMAS**  
**Director,**  
Research, Innovation and Enterprise Centre (RIEC)  
Universiti Malaysia Sarawak  
94300 Kota Samarahan, Sarawak, Malaysia  
Tel : +6082 581037  
Fax : +6082 581155  
Attention : **Professor Dr Awang Ahmad Sallehin bin Awang Husaini**

**If to UABC**  
**Vice Rector,**  
Research and Innovation  
**UNIVERSITY ABC**



Jalan Veteran Malang, 65145  
East Java, Indonesia  
Tel : +62341 551611  
Fax : +62341 575754  
Attention :

- 15.6. Each Party shall bear its own cost and expenses for the preparation of this Agreement. The cost of stamp duty to this agreement shall be jointly born by each Party.
- 15.7. This Agreement shall not constitute or imply any partnership, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 15.8. Nothing contained in this Agreement shall constitute or be deemed to constitute partnership between the Parties hereto and none of the Parties shall have any authority to bind or commit the other.
- 15.9. This Agreement constitutes the entire Agreement between the Parties. Any prior arrangements, agreements, representations or undertakings are hereby superseded.
- 15.10. Neither Party may directly or indirectly use the name of the other Party for any purpose including for the endorsement of any product or service provided, whether directly or indirectly related to this Agreement, unless the prior written consent of the other Party has been obtained.
- 15.11. This Agreement shall be interpreted in accordance with the customary rules of treaty interpretation of pUABClc international law.
- 15.12. Time whenever mentioned shall be of the essence to this Agreement.

**\*\*\*\*(End of Agreement)\*\*\*\***

***"The rest of this page is intentionally left blank."***

**IN WITNESS WHEREOF**, the undersigned being duly authorized by their respective Institutions, have signed this Agreement.

SIGNED FOR AND ON BEHALF  
**UNIVERSITI MALAYSIA SARAWAK**

IN THE PRESENCE OF

NAME : PROFESSOR DR AHMAD HATA  
RASIT  
DESIGNATION : VICE CHANCELLOR

DATE :

NAME : PROFESSOR IR DR SITI NOOR  
LINDA BINTI TAIB  
DESIGNATION : DEPUTY VICE  
CHANCELLOR (RESEARCH  
& INNOVATION)

SIGNED FOR AND ON BEHALF  
**UNIVERSITY ABC**

IN THE PRESENCE OF

NAME :  
DESIGNATION: RECTOR

DATE :

NAME :  
DESIGNATION: VICE RECTOR OF  
RESEARCH AND INNOVATION

ANNEXURE 1 (letter of intent)

ANNEXURE 2

ANNEXURE 2

CONCEPT PAPER  
INTERNATIONAL MATCHING GRANT

“Title .....”

BACKGROUND/PROBLEM STATEMENT

SCHEDULE A

PROJECT 1 DESCRIPTIONS

Project Details (UNIMAS) - Project 1

Project Title :  
 Project Leader :  
 Project Period : 24 months  
 Location of Research :

Problem Statement :  
 Objectives :

#### Project Milestones

No	Milestone	Month
1		2
2		10
3		6
4		6
<b>Total</b>		24 months

#### PROJECT 2 DESCRIPTIONS

##### Project Details (University ABC)

Project Title :  
 Project Leader :  
 Project Period : 24 months  
 Location of Research :

Problem Statement :  
 Objectives :

##### Project Milestones (University ABC)

No	Milestone	Month
1		6th
2		12th
3		18th
4		24th
<b>Total</b>		24 months

## **SCHEDULE B**

### **TEAM OF PROJECT 1 (UNIMAS)**

<b>Role</b>	<b>Name</b>	<b>Institution</b>
Project Leader		UNIMAS
Project Members		UNIMAS

### **TEAM OF PROJECT 2 (University ABC)**

<b>Role</b>	<b>Name</b>	<b>Institution</b>
Project Leader		
Project Members		
Project Members		

## **SCHEDULE C**

### **FUNDING ALLOCATION FOR PROJECT 1 (UNIMAS)**

<b>Details</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Total</b>
Vote 11000 - Salary and wages	-	-	-
Vote 21000 - Travelling and Transportation			RM2,500.00
Vote 24000 - Rental			RM 2,000.00
Rental four-wheel drive vehicle to coffee farm			
Vote 27000 - Research Materials & Supplies			RM10,000.00
Vote 28000 - Maintenance and Minor Repair Services			-
Vote 29000 - Professional Services			RM 5,500.00
Vote 35000 - Accessories and Equipment			-
<b>Total</b>			<b>RM20,000.00</b>

#### FUNDING ALLOCATION FOR PROJECT 2 (University ABC)

Details	Year 1	Year 2	Total
Vote 11000 - Salary and wages			
Vote 21000 - Travelling and Transportation			
Vote 24000 - Rental			
Vote 27000 - Research Materials & Supplies			
Vote 28000 - Maintenance and Minor Repair Services			
Vote 29000 - Professional Services			
Vote 35000 - Accessories and Equipment			
<b>Total</b>			<b>RM20,000.00</b>