



UNIVERSITI MALAYSIA PAHANG
AL-SULTAN ABDULLAH



MEMORANDUM OF AGREEMENT

for

WORK-BASED LEARNING EDUCATION PROGRAMME

between

**UNIVERSITI MALAYSIA PAHANG AL-SULTAN
ABDULLAH**

and

**INFINEON TECHNOLOGIES (KULIM)
SDN. BHD.**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MoA") is entered into this day of , 2024.

BETWEEN

UNIVERSITI MALAYSIA PAHANG AL-SULTAN ABDULLAH, a university established under the University and Universities Colleges Act 1971 with its address at Canseleri Tun Abdul Razak, 26600 Pekan, Pahang Darul Makmur (hereinafter referred to as "UMPSA") of one part;

AND

INFINEON TECHNOLOGIES (KULIM) SDN. BHD. (Company No: 200501002647 (679693W)), a company incorporated in Malaysia under the Companies Act 2016 with its place of business address at Lot 10 & 11, Jalan Hi-Tech 7, Industrial Zone Phase II, Kulim Hi-Tech Park, 09090 Kulim, Kedah and includes its successors-in-title and permitted assigns ("The Patron") of the other part.

UMPSA and the Patron shall in this MoA individually be referred to as "the Party" and collectively as "the Parties".

WHEREAS

This MoA provides a basis for mutual understanding between the above Parties in matters relating to Work-Based Learning Education exclusively in respect of students of UMPSA's Work-Based Learning Programme.

1. BACKGROUND

- 1.1. Work-Based Learning Education Programme is a formalized educational programme under the direction of UMPSA to optimize learning in an alternative setting, (hereinafter referred to as "WBL Programme").
- 1.2. The WBL Programme provides experience-based learning for UMPSA students in practical, curriculum-related work assignments structured to meet students' interests, abilities and aptitudes while meeting the Patron's needs.
- 1.3. The WBL Programme epitomizes the synergistic partnership which exists between UMPSA, the Patron and the student. In order to satisfy the varied needs of these Parties, the Programme is characterized by a part-time on-the-job training.

2. OBJECTIVES AND PURPOSES OF THE WORK-BASED LEARNING EDUCATION SYNERGESTIC PARTNERSHIP

- 2.1. The anticipated outcome of this MoA is that each Party shall collaborate and assist the other in the accomplishment of its Programme objectives. For UMPSA, it is recognized that such objectives are primarily education in nature. For the Patron, it is recognized that such objectives are more towards serving the society.
- 2.2. UMPSA's objectives are to:
- (a) provide WBL students with the opportunity to apply classroom learning to practical issues on the job.
 - (b) enhance WBL students' employability profile.
 - (c) provide WBL students with industry working experience.
- 2.3. The Patron's objectives are to:
- (a) utilize the WBL Programme to meet its long-term staffing needs.
 - (b) form strategic partnership with UMPSA in human resource development.
 - (c) perform corporate social responsibility.
- 2.4. Mutual support between the Parties in respect of these primary objectives may result in many other benefits, not only to the Parties to this MoA, but also to each participating student.

3. RESPONSIBILITES

- 3.1. In accordance with the provisions outlined in this MoA, UMPSA and the Patron shall work together to ensure that the academic and work experience aspects of the WBL Programme are carried out by UMPSA and the Patron in a mutually satisfactory manner and beneficial for the student, and therein meeting all mutually agreed academic and other relevant requirements applicable to the said WBL Programme.

3.2. The Patron shall:

- (a) designate a staff member to maintain liaison with UMPSA. The Patron's representative is:
Name: Mohd Jeffery Abdull Manaf
Title : Senior Director, Production
Tel. No. : +60124125632
Email : MohdJeffery.AbdullManaf@infineon.com
or such other person as may be appointed by the Patron from time to time.
- (b) assign staff members to be Industry Coaches.
- (c) subject to Patron's business requirements and at Patron's sole discretion accept one (1) or more UMPSA students per year for a one year internship as agreed by both Parties and subject to Student Eligibility requirements stated in Clause 4.1.

- (d) provide UMPSA with adequate job descriptions, whenever possible in respect of the said industrial placement.
- (e) provide the student orientation to the Patron's policies and procedures and the student's own specific roles and responsibilities in the organization.
- (f) relate work assignments to each student's major area of study as far as reasonably possible and facilitate the student's learning based on his/her experience according to guidelines provided by UMPSA.
- (g) offer meaningful and quality supervision throughout the term of on-the-job working experience and co-evaluate each student's performance with UMPSA's Lecturers. (This evaluation is to be shared with the student as part of his/her own progress report).
- (h) provide UMPSA with each student's performance on practical elements which contains 60-70% of the student's final grade for his/her WBL courses.
- (i) allow students to access the UMPSA e-learning WBL courses module for a maximum of nine hours per week during working hours.
- (j) monitor and assist students in practicing the theories learned in UMPSA at the industry workplace.
- (k) notify UMPSA of any changes in the student's status during his/her WBL Programme.
- (l) subject to Patron's sole discretion allow UMPSA to print the Patron's logo in relevant promotional materials provided UMPSA obtains Patron's written consent prior to such usage and UMPSA agrees to comply with any rules the Patron may prescribe for usage of Patron's logo.

3.3. UMPSA shall:

- (a) designate staff members to maintain liaison with the Patron. UMPSA's representatives are as enlisted in Appendix 1 or such other person as may be appointed by UMPSA from time to time.
- (b) create campus awareness and interest in WBL education and inform all potential candidates of the Patron's educational opportunities.
- (c) correlate work and study in a manner that will ensure maximum learning on the part of each student.
- (d) furnish the Patron with requested information about the student's field(s) of study, academic standing, and other pertinent information.
- (e) seek feedback from the Patron on the student's performance and the WBL Programme.
- (f) provide feedback to the Patron on the student's performance and the WBL Programme.
- (g) maintain on a Private & Confidential basis a current information file on student participants and the Patron.
- (h) inform the Patron of any changes in the student's status (i.e. grades, change in major, change in career plans, failure to maintain required standards of UMPSA) and give the Patron any feedback from the student regarding his/her feelings, reactions and evaluation about the job or other related matters.
- (i) maintain effective and necessary communication with the WBL student and the Patron throughout the internship.

4.5. Industrial Placement Schedule and Departments at the Patron's Venue

- (a) Students shall be placed in the respective departments assigned by the Patron and it shall be relevant and relates to the students' course in UMPSA.

5. SECURITY AND ACCESS TO PATRON'S INFORMATION, PREMISE AND SITE(S)

- 5.1. All Confidential Information of any kind disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") in the course of the performance of this MoA, whether in printed or electronic form, including but not limited to know-how, technical information (inclusive of all inventions, algorithms, processes, designs, specifications, drawings, samples, software codes, security procedures and approaches), data, trade secrets, customer information and information relating to either Party's (or its respective parent or subsidiary company's) business, marketing strategies, financial condition, operations, employees shall be handled in accordance with Clause 6.
- 5.2. UMPSA shall ensure all information and materials of the Patron in the custody of UMPSA and/or student(s) for the purposes connected to this MoA shall be protected at all times and at all costs from unauthorised access or use by a third party or misuse, damage or destruction by any person.
- 5.3. UMPSA and/or student(s) in the WBL Programme shall comply with all security regulations or procedures or directions as may be given by the Patron from time to time regarding any aspect of security or access to the Patron's premise.
- 5.4. UMPSA acknowledges that the mere ownership and/or control of Patron's premise and site(s) does not render the Patron liable for injuries sustained (if any) by its personnel or students who has entered thereon or therein and UMPSA agrees that the Patron is not an insurer of such UMPSA's personnel and/or student(s) even when the Patron is inviting them to enter.
- 5.5. Further, UMPSA acknowledges that where it requires the access and use of the Patron's premise and site(s) to perform its obligations hereunder, it undertakes:

- (a) to keep safe and maintain all materials and property of the Patron located at the Patron's premise and at the site(s) or otherwise made available to UMPSA and/or student(s) pursuant to this MoA, in good condition and protect the same against loss or damage howsoever caused;
- (b) not to bring any equipment, goods or chattels onto the Patron's premises or at the site(s), without the consent of the Patron (of which consent shall not be unreasonably withheld);
- (c) to return all materials and facilities owned or controlled by the Patron which are utilised by UMPSA and/or student(s) for the purposes stated in this MoA, upon completion of use or otherwise upon termination, in good condition apart, where relevant, from reasonable wear and tear;

- (d) to ensure compliance by UMPSA's personnel and/or student(s) at all times with such rules and regulations as the Patron may make from time to time governing the use of the Patron's premises or the site(s) and to remove immediately from the said premise or location any such UMPSA's personnel and/or student(s) who has failed to comply with such rules and regulations, upon request by the Patron; and
- (e) not to access and use nor to allow others to access and use the Patron's premise or site(s) other than for the purpose of carrying out the obligations under this MoA and for the purposes contemplated and allowed pursuant hereunder.

6. CONFIDENTIALITY

6.1. Each Party shall at all times during the continuance of this MoA and after its termination:

- (a) use its best endeavors to keep all Confidential Information confidential and accordingly not to disclose any Confidential Information to any other person other than the persons specified in Clause 6.2; and
- (b) shall not use any Confidential Information for any purpose other than for the purposes of carrying out its obligations under this MoA.

Confidential Information means any information (whether in written, oral, pictorial or in any other form) including personal data, prototypes and samples that is: (i) disclosed by the Disclosing Party to the Receiving Party in connection with the WBL Programme or this MoA; and (ii) identified by the Disclosing Party as proprietary or confidential or which by its nature the Receiving Party knew or should have reasonably known was or would be proprietary or confidential.

6.2. Any Confidential Information may be disclosed by the Receiving Party:

- (a) to any employees, students or approved sub-contractors of that Party on a need to know basis and to such extent only as is necessary for the purposes contemplated by this MoA. Receiving Party shall procure that the foregoing recipients shall also observe and be bound by the confidentiality provisions of this MoA. The Receiving Party hereby agrees that it shall be liable for any breach of the confidentiality obligations under this MoA by any recipients it has disclosed the Disclosing Party's Confidential Information to; or
- (b) as is required by law provided that the procedure set out in Clause 6.5 is complied with;

and subject in each case to the Receiving Party exercising the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure or use of the Confidential Information as it uses to protect its own Confidential Information and using its best endeavors to ensure that the person or body to whom such disclosure is made are bound by obligations of confidentiality no less restrictive than the terms of this MoA and keeps such Confidential

Information confidential and does not use the same except for the purpose for which the disclosure is made.

- 6.3. The Parties shall not remove any proprietary notices of the other Party from the other Party's Confidential Information.
- 6.4. The provisions of this Confidential Information clause shall not apply to any Confidential Information if:
 - (a) It is independently developed by the Party without reference to or use of the other Party's Confidential Information;
 - (b) It is already and otherwise known by the other Party through lawful means;
 - (c) It is or becomes part of the public domain through no wrongful act of the receiving Party or any other party that obtained the information from the receiving Party; or
 - (d) It is rightfully received by the other Party from a third party having the right to disclose such information.
- 6.5. If a receiving Party is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any of the disclosing Party's Confidential Information, the receiving Party shall, unless prohibited by law, promptly notify the disclosing Party of such fact and cooperate fully (at the disclosing Party's expense) with the disclosing Party and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing any such legal process, request or order to the extent deemed appropriate by the other Party.
- 6.6. The Parties acknowledge that the remedies at law for breach of any covenant relating to the protection of Confidential Information may be inadequate and each Party shall be entitled to seek injunctive relief for any breach of the provisions of this MoA relating to the protection of its Confidential Information or Intellectual Property Rights.
- 6.7. Both Parties agree to indemnify and hold the other harmless from and against any claim, loss or expense that the other Party may suffer as a result of the negligent failure on the part of that Party to comply with the requirements as to confidentiality herein.
- 6.8. To the extent that the UMPSA has access to the personally identifiable information of customers/personnel of the Patron ("Personal Data"), UMPSA hereby undertakes that:
 - (a) it shall not use or copy the Data for any reason other than for the purposes of providing the Services;
 - (b) it shall comply with all applicable laws pertaining to the privacy of Data including but not limited to Personal Data Protection Act 2010, etc.;
 - (c) it shall provide the Patron with all such information and cooperation as may be required by the Patron to comply with any Data access requests made

- by its customer/personnel pursuant to the Personal Data Protection Act 2010;
- (d) it shall comply with all relevant guidelines as may be issued by all applicable regulators, if any, in so far as they relate to such confidentiality of Data; and
 - (e) it shall, where requested by the Patron provide or procure the provision of a confidentiality undertaking of its personnel, agents or sub-contractors involved in the performance of the Services.
- 6.9. UMPSA agrees that reports made by all WBL Programme students shall be submitted by such students to the Patron for checking in advance of its submission to UMPSA. Patron shall have the right to require the deletion of any confidential information obtained from the Patron before such reports are released to UMPSA.
- 6.10. The obligations of this clause shall survive for a period of five (5) years after the termination or expiry of this MoA for any reason. In the event that the Personal Data Protection Act 2010 or other laws applicable to Personal Data prescribe for a period beyond five (5) years, the duration prescribed by such laws shall apply.

7. INTELLECTUAL PROPERTY

- 7.1. The Parties hereby acknowledge and agree that any Intellectual Property Rights owned by one party shall continue to be owned by such party, or its third-party licensors, as the case may be, and the execution of this MoA, except as specifically mentioned herein, shall not in any way be construed to have transferred all or any part of such rights to the other party.
- 7.2. The use of the trademarks, name, logo and /or official emblem of any of the Parties as the case may be, or any publication, documents and/or paper is prohibited without the prior written approval of either Party.
- 7.3. The Parties agree that each Party retains full and exclusive Intellectual Property rights and ownership of any and all letters patent, inventions, software, algorithms, know-how, trademarks, copyrights and trade secrets, and any other intellectual property and/or proprietary rights which the Party currently possesses or has developed independently pursuant to this MoA.
- 7.4. Unless otherwise expressly agreed in writing, any Intellectual Property rights arising out of and in the course of this MoA and the WBL Programme shall be solely owned by the Patron.

8. LIMITATION OF LIABILITIES

- 8.1. Nothing in this MoA excludes or limits the liability of either Party in respect of:
- (a) death or personal injury caused by its negligence (including negligence by the employees, agents or contractor of the Parties);

- (b) fraudulent misrepresentation, dishonesty, tort of deceit, gross negligence, willful misconduct or recklessness by its employee, agents or subcontractors;
 - (c) indemnity; and
 - (d) liability which may not otherwise be limited or excluded under applicable laws.
- 8.2. Subject to sub-clause 1 above, in no event will either Party be liable to the other Party for any loss of anticipated revenue or profit, loss of contract, loss of business opportunity, punitive, special exemplary, indirect or consequential damages, loss, damage, cost or expense of any kind whatsoever or howsoever caused suffered or incurred by a Party arising out of in connection to this MoA, whether or not such losses were within the contemplation of the Parties at the date of this MoA.

9. FORCE MAJEURE

- 9.1 Neither of the Parties will be liable to the other for any delay or failure to fulfill their obligations under this project to the extent that any such delay or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts of regulations or any governmental authority, war, riot, strike, lockouts, and industrial disputes.

10. INDEMNITY

- 10.1. Each Party agrees to indemnify and keep indemnified the other Party from and against any claims, losses, damages, liabilities, costs and/or expenses (whether civil or criminal) suffered and including legal fees and disbursements incurred by the other Party resulting from any breach of obligations, representations, warranties, undertakings by such Party under this MoA and/or claims from third parties resulting from the provision of this MoA.

11. GENERAL MATTERS IN RESPECT OF THE MOA

- 11.1. UMPSA and the Patron have every reason to expect a long and fruitful WBL education relationship.
- 11.2. This MoA is a legally binding agreement. This MoA shall at all times be governed by the laws of Malaysia and the parties hereby agree to refer dispute arising out of this MoA to the courts of law in Malaysia but shall at all times initially enter into mutual discussion in good faith for a period of no more than two (2) months to arrive at mutually agreeable resolution.
- 11.3. This MoA shall be made effective from 3 September 2024 ("Effective Date") and shall remain in force and operative for **THREE (3) years** and shall at all times be subject to be renewed for a further period of **THREE (3) years each**, written

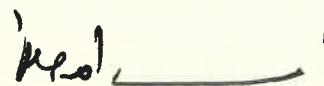
notice being given by the Patron or UMPSA at least FOUR (4) months in advance to the relevant expiry date of the initial or extended term as the case may be.

- 11.4. This MoA contains all relevant agreed upon terms and condition and shall be the only operative legal document establishing this arrangement and all prior discussions or otherwise shall have no effect whatsoever.
- 11.5. Time shall at times be of essence.
- 11.6. It is hereby agreed that in the event any particular clause or part of this MoA becomes illegal or inoperative for any purpose whatsoever that particular clause or part of this MoA shall only be effected and not the entire MoA.
- 11.7. It is hereby agreed upon that both parties shall at all times envisage to regularly meet and discuss to ensure the smooth and effective implementation of this MoA and also to meet any further needs that may arise in respect of the same, as this MoA is hereby entered in with a common spirit of goodwill and cooperation and it is impossible to envisage all and every possible factor that may need attention at any given time.
- 11.8. It is hereby agreed upon that any variation, amendment or changes to this MoA must be in writing and signed by each Party' authorize signatories and the variation or amendment if it is made in accordance with this section shall be read in and construed as part of this MoA.
- 11.9. The relationship of the Parties under and consequent to this MoA shall be limited to the matters herein contained and nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties as a partnership, association or other relationship in which either Party may be liable for the acts or omissions of the other Party, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of the other Party.
- 11.10. Nothing herein shall be deemed to constitute a partnership or joint venture between the Parties or to constitute one party the agent of the other for any purpose whatsoever and neither party shall have the authority to bind the other party without prior written consent of the other party.
- 11.11. The Parties shall bear its own costs and expenses for preparing, vetting and completing this MoA. The stamping fees of this MoA shall be borne by UMPSA.

Having read and understood all of the above mentioned the parties hereby through their duly appointed officers execute this MoA as per the below mentioned on this date as indicated below.

Signed for and on behalf of

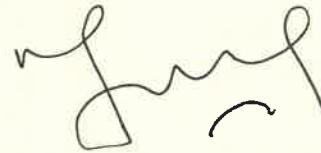
UNIVERSITI MALAYSIA PAHANG AL-SULTAN ABDULLAH



Prof. Ts. Dr. Aida binti Mustapha
Acting Vice-Chancellor

Signed for and on behalf of

INFINEON TECHNOLOGIES (KULIM) SDN. BHD.



Ng Kok Tiong
Sr. Vice President & Managing Director

In the presence of



Lt. Col. Dato' Prof. Ir. Ts. Dr. Ahmad Ziad bin Sulaiman
Deputy Vice-Chancellor
(Academic and International Affairs)

In the presence of



Kam Ai Mei
Vice President Finance & Chief Finance Officer

Appendix 1

1. Head of Programme

Bachelor of Mechanical Engineering Technology (Design and Analysis) with Honours

Faculty of Mechanical and Automotive Engineering Technology

Universiti Malaysia Pahang Al-Sultan Abdullah

26600 Pekan, Pahang, Malaysia

Attention to : Ts. Dr. Mohamad Zairi bin Baharom

Tel. No. : +609 424 6317

Email : mohamadzairi@umpsa.edu.my

2. Director

University-Industry Relation Division

Centre for Industry and Community Linkages

Universiti Malaysia Pahang Al-Sultan Abdullah

Lebuh Persiaran Tun Khalil Yaakob

26300 Kuantan, Pahang, Malaysia

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