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## **MEMORANDUM OF UNDERSTANDING**

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**BETWEEN**

**ROBERT BOSCH (MALAYSIA) SDN BHD**  
**(012007-X)**

**AND**

**UNIVERSITI MALAYSIA PAHANG**



**THIS MEMORANDUM OF UNDERSTANDING** is made on 13th day of May 2015

**BETWEEN**

**ROBERT BOSCH (MALAYSIA) SDN BHD, (Company No: 012007-X)**, a company incorporated under the Companies Act, 1965 and having its registered and business address at Free Industrial Zone 1, 11900 Bayan Lepas, Penang, Malaysia (hereinafter referred to as "RBMA") on the one part.

**AND**

**UNIVERSITI MALAYSIA PAHANG**, a University established under the Universities and University Colleges Act 1971 and having its address at Lebuhraya Tun Razak, 26300 Gambang Kuantan, Pahang Darul Makmur (hereinafter referred to as "UMP") of the other part.

**RBMA and UMP** may individually be referred to as "Party" or collectively as "the Parties".

WHEREAS the purpose of this Memorandum of Understanding (hereinafter referred to as "MoU") is to set forth the following non-binding understandings between RBMA and UMP:-

**1. OBJECTIVE**

Both Parties agreed to strengthen, promote and develop particularly in academic and human capital development between the Parties on the basis of equality and mutual benefit.

**1.1 Academic collaboration through:-**

- a) Industry placement
- b) Lectures to be given by RBMA's associates at UMP and lectures to be given by UMP's lecturers at RBMA.

**1.2 Human capital development through:-**

- a) Selection of suitable scholarship holders by RBMA

**2. AREAS OF COLLABORATION**

Each Party endeavors to take necessary steps to encourage and promote co-operation in the following areas:

**2.1 Academic collaboration**

**2.1.a) Industry placement:**

- i. In correlation to the number of available projects, RBMA shall offer industry placement (hereinafter referred to as "**the internship**") at its premise in Bayan Lepas, Penang to suitable UMP students studying under the Dual Award Programmes (hereinafter referred to as "**the programmes**"), which is a collaboration between UMP and Hochschule Karlsruhe, Germany (hereinafter referred to as "**HsKA**").
- ii. RBMA shall offer a minimum of three (3) internships per year under the programme, subject to project availability.

- iii. To qualify for the programme, students have to qualify through a selection process conducted by RBMA. The nature of the internships may vary but shall always be of relevance for subjects such as Mechatronics, Consumer goods and/or future subjects related to the programmes.
- iv. Students accepted for the internships (hereinafter referred to as “**the interns**”) will usually commence the internships in September of each year, with a minimum duration of six (6) and a maximum of eight (8) months. Requirements of the internships are enclosed under this MoU under **Appendix A**.

#### 2.1.b) Lectures:

- i. RBMA shall offer lectures to be given by its associate(s) at UMP, which are relevant to the programme and to the interns’ preparation for professional life.
- ii. UMP shall offer lectures to be given by its lecturers at RBMA, which are relevant to RBMA’s requirements. Lectures given under this clause are given by UMP quid-pro quo. The fees for the lectures are agreed by the Parties to be waived.

### 2.2 Human capital development

#### a) Industry scholarship:

- i. RBMA shall select student(s) who meet the entry requirements of the programme as the scholars (hereinafter defined), as stipulated in the Memorandum of Understanding between UMP and KsKA.

- ii. RBMA agrees to sponsor (hereinafter referred to as "the scholarship") at least one (1) selected student to the programme for UMP's Dual-Award Programmes for a partial scholarship within the next three (3) years from the date of this MOU.
- iii. Notwithstanding any contrary provisions, the scholarship program shall be based on the availability of students meeting RBMA requirements, the decision of which shall solely rest on RBMA. If there are no suitable students to be selected as the scholar within the required period, RBMA shall not be obliged to run the scholarship program within the period.
- iv. The scholarship amount is Ringgit Malaysia Fifty Thousand (RM50,000.00), which will be granted to the scholar in installment at the beginning of each semester (RM 50000 will be divided by semesters). RBMA will establish a binding contract with the scholar on its own terms.

### **3. ENTRY INTO EFFECT AND DURATION**

This Memorandum of Understanding will come into effect on the date of signing and will remain in effect until either party wish to terminate this Memorandum of Understanding with three (3) months notice.

### **4. SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties.

## **5. GENERAL**

The details in carrying out the activities set out under this MoU, as well as other general principles, will be further negotiated by both Parties and will be laid down in separate agreements and/or memorandum of understandings.

Any public announcement or other information relating to this MOU, its subject matter, the ongoing discussions of the Parties or a possible future agreement shall require a prior written agreement between the Parties. The Parties agree that the Bosch name, logos, image, products, services and other information relating to Bosch shall not be used unless prior written approval of Bosch has been obtained.

This MOU outlines the preliminary understandings and the current intentions of the Parties with respect to the activities described, but in no way gives rise to any legal obligations. The Parties acknowledge and confirm that this MOU does not establish any kind of liability of Bosch or of UMP for any direct or indirect, consequential, incidental or economic damages or losses (e. g. damages for loss of business profits, business interruption, loss of business information, and the like) or any punitive damages arising out or related to this MOU, and therefore, regarding the performance or non- performance of this MOU, no claims for damages, losses, compensation for expenses or investments or any other claims can be based on this MOU.

It is further clarified that a decision of any Party not to enter into any further agreement or to withdraw from further discussions or negotiations under this MOU will not create any liability for the said party.

## **Appendix A**

### **INTERNSHIP PROGRAM AT RBMA**

An intern (as defined hereinbefore in this Agreement) shall commence his/her internship (as defined hereinbefore in this Agreement) at RBMA as scheduled and/or determined by the respective departments within RBMA and the intern shall be informed on the necessary details of the internship.

The duration of the internship shall be in line with the examination requirements of UMP, which is more than ninety five working days. Notwithstanding the requirements of UMP, RBMA recommends for the internship to have a minimum duration of six (6) months. UMP hereby states its agreement with RBMA's recommendation of a minimum duration of six (6) months for the internship.

The internships are subject to the following terms and conditions:-

#### **EFFECTIVE DATE**

The effective date of an internship shall be informed by the human resource department within RBMA or in general the internship schedule.

#### **ALLOWANCE**

During an internship, an intern is entitled to an allowance of **Ringgit Malaysia Eight Hundred (RM800.00)** only per month, payable at the end of each completed month through a bank account provided by the intern. Deductions would be made to the allowance (on a pro-rata basis) in the event of absence from company on workdays. The allowance shall cover accommodation (for interns residing beyond Penang) and any living expenses while in Penang.

## **LEAVE**

An intern is entitled to one (1) day of leave for every full month of attendance

## **BUSINESS HOURS & BREAK TIME**

The official business hours is from 7.30 a.m. to 5.15 p.m., Mondays to Fridays. Break time is 55 minutes per day. Depending on the projects assigned to the intern, the intern may be required to stay back in the company for longer hours to complete the assigned tasks. No compensation would be paid for extra hours spent.

## **TRANSPORTATION**

RBMA provides factory buses for its associates to travel to and from RBMA subject to availability route. The intern may use this transport facility for the same purpose. No compensation would be provided if intern decide to use their own transport to travel to work.

## **MEDICAL COVERAGE**

UMP must ensure that the intern is medically covered during the internship period.

## **PUBLIC HOLIDAYS**

Interns are required to follow RBMA observed public holidays.

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**IN WITNESS WHEREOF** the Parties hereto have set their hands the day and year first above written.

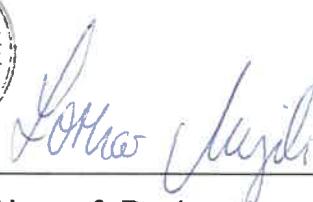
Signed and on behalf of

**UNIVERSITI MALAYSIA PAHANG**  
**SDN BHD**



Signed and on behalf of

**ROBERT BOSCH (MALAYSIA)**  
**SDN BHD**



Name & Designation

Name & Designation

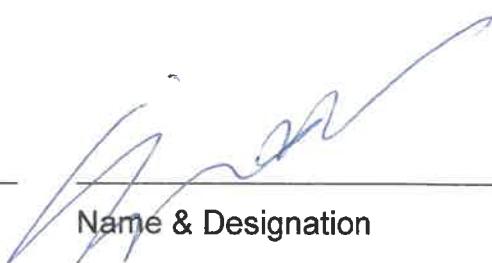
PROFESSOR DATO' DR. DAING NASIR IBRAHIM  
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**In the Presence of**



Name & Designation

**In the Presence of**



Name & Designation