

MEMORANDUM OF UNDERSTANDING

BETWEEN

PRASARANA MALAYSIA BERHAD
[Registration Number: 199801011092
(467220-U)]

AND

**UNIVERSITI MALAYSIA PAHANG AL-SULTAN
ABDULLAH**



KERAJAAN MALAYSIA

**IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN**

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)

Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran Payment Method

FPX TRANSACTIONS

No. Adjudikasi Adjudication No.

G01FEC03AFXC010 (SALINAN 1/2)

Jenis Surat CaraMEMORANDUM OF UNDERSTANDING BETWEEN PRASARANA MALAYSIA
BERHAD AND UNIVERSITI MALAYSIA PAHANG AL-SULTAN ABDULLAH
SURAT CARA UTAMA**Tarikh Surat Cara**

30/12/2024

Date Of Instrument

RM 0.00

Balasan Consideration**Maklumat Pihak Pertama / Penjual / Pemberi First Party / Vendor / Transferor / Assignor**

UNIVERSITI MALAYSIA PAHANG AL-SULTAN ABDULLAH

Maklumat Pihak Kedua / Pembeli / Penerima Second Party / Purchaser / Transferee / Assignee

PRASARANA MALAYSIA BERHAD, (199801011092)

Butiran Harta / Suratcara Property / Instrument DescriptionMEMORANDUM OF UNDERSTANDING BETWEEN PRASARANA MALAYSIA BERHAD AND UNIVERSITI MALAYSIA
PAHANG AL-SULTAN ABDULLAH

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:

This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem Stamp Certificate No.	C0104A251268567
Tarikh Penyeteman Date of Stamping	23/04/2025
Duti Setem Dikenakan Amount of Stamp Duty	RM 10.00
Penalti Penalty	RM 0.00
Pelarasan Adjustment	RM 0.00
Jumlah Dibayar Total Amount Paid	RM 10.00
Indorsemen Indorsement (Akta Setem 1949)	Seksyen 12

MAI 2025 23/04/2025 08:50:55
 LEMBAGA HASIL DALAM NEGERI
 LHDN MALAYSIA
 Pemungut Duti Setem

No. Kelulusan Perbadanan Treasury Approval No. : KK/BSKK/10/600-2/1/2(60)

Tarikh Cetak Printed Date : 23/04/2025 08:50:55

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
 The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani
 This is a computer generated printout and no signature is required

This Memorandum of Understanding (hereinafter referred to as "MOU") is made on
2024.

BETWEEN

PRASARANA MALAYSIA BERHAD [REGISTRATION NO: 199801011092 (467220-U)], a company incorporated in Malaysia and having its registered address at Ibu Pejabat, Menara Prasarana, Jalan PJU 1A/46, Ara Damansara, PJU 1A, 47301 Petaling Jaya Selangor (hereinafter referred to as "**PRASARANA**") which expression shall include its permitted assigns, successors-in-title and duly appointed representatives of the one part;

AND

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

PRASARANA and **UMPSA** shall individually be referred to as the "**Party**" and collectively be referred to as the "**Parties**".

WHEREAS:

- A. **PRASARANA** is in the business of asset development and management of public transportation systems.
- B. **UMPSA** is a competency-based technical university that specializes in the fields of engineering and technology and has taken various initiatives to complement its educational excellence. **UMPSA** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- C. This MOU outlines the general framework of collaboration to be pursued or undertaken by the Parties in accordance with the terms and conditions as contained herein.

THE PARTIES HAS REACHED AN UNDERSTANDING AS FOLLOWS:

ARTICLE I **OBJECTIVE**

The Parties, subject to the terms and conditions of this MOU and the laws, rules, regulation and national policies from time to time in force, will endeavor to strengthen, promote and develop the cooperation between the Parties.

ARTICLE 2 **AREAS OF COLLABORATION**

1. Each Party will endeavor to take necessary steps to encourage and promote cooperation in the areas that will benefit both Parties, focusing on four key elements, namely digitalization, academic and knowledge, talent growth, and research & development. The list of collaboration areas as below are not exhaustive and to be mutually agreed upon by the Parties:
 - (a) **Training and Professional Growth:** Promoting opportunities for continuing education, curriculum enhancement projects, professional development and training, expert sharing programs, professional attachment and accreditation opportunities, academic or industrial panel advice, internship programs, and work-based learning education programme, incorporating roles from both PRASARANA and UMPSA.
 - (b) **Research and Innovation:** Engaging in research and innovation collaborations, technology development and transfer programs, data analytics, decision support systems, and other related initiatives, leveraging both PRASARANA and UMPSA's expertise.
 - (c) **Community and Sustainability:** Supporting customer experience enhancement initiatives, public transit studies, sustainability initiatives, community engagement projects and volunteering opportunities, with active participation from PRASARANA and UMPSA.
 - (d) **Event Organization:** Co-organizing joint conferences and symposia, events and workshops that align with the mutual interests and contributions from both Parties.
 - (e) Any other potential areas of collaboration, provided that they benefit, and to be mutually agreed by both Parties.

2. Any specific activities that result from this MOU shall be subject to separate, legally binding definitive agreements, such as a Memorandum of Agreement. The Parties agree to negotiate the definitive agreements in good faith. Any activities with financial and commercial implications must be governed by legally binding agreements.
3. The Parties will discuss from time to time and work together on the scope, responsibilities and obligations of the Parties under this MOU in order to achieve the collaboration areas as listed in this Article.

ARTICLE 3 **LOGO USAGE**

Any usage of the Parties' logo for the purpose of this MOU shall require prior written consent by both Parties' management and in accordance with the Parties' guideline including the size, color and font.

ARTICLE 4 **COMMENCEMENT AND DURATION OF THIS MOU**

1. This MOU will come into effect on the last date of signing by the Parties (hereinafter referred to as "**Effective Date**") and will remain in force until the occurrence of any of the following events:
 - (a) the expiry of the MOU after a period of **three (3) years** following the Effective Date unless further extended to a further period as may be agreed in writing by the Parties; or
 - (b) the termination of this MOU whereby either Party may issue one (1) month notice in writing to the other Party to terminate this MOU; or
 - (c) the execution of definitive agreement(s) in relation to the areas of collaboration as per Article 2 above.
2. Upon termination of this MOU, each Party shall return all documents, records, materials and specifications including the Confidential Information to the other Party.
3. Notwithstanding paragraph (a) above, the provisions of this MOU for other scope of collaboration, or any other written agreement in respect of any on-going exchange programme, or any other form of cooperative activity under this MOU, shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

ARTICLE 5
RELATIONSHIP AND NATURE OF THIS MOU

1. This MOU relates only to the intention contemplated herein and nothing contained herein shall be deemed to create an association, partnership or principal/agent relationship between the Parties hereto or impose any partnership obligations or liability to either Party. Neither Party shall have any right, power or authority to enter into any agreement of commitment, act on behalf of, or otherwise bind the other Party in any way.
2. The Parties agree that this MOU shall not constitute a legally binding agreement between the Parties save and except for Articles 3, 6, 8, 9 and 11 herein.

ARTICLE 6
CONFIDENTIALITY

1. Each Party shall keep in strict confidence any confidential information obtained from the other Party in relation to this MOU (hereinafter referred to as "Confidential Information") and shall not disclose the Confidential Information to any third party without the prior written consent of the other Party.
2. The obligation of confidentiality shall not apply to:
 - (a) the Confidential Information which is already known to the receiving Party without restriction prior to such disclosure;
 - (b) the Confidential Information is now or hereafter becoming available in public through no breach of the receiving Party;
 - (c) the Confidential Information is required by law to be disclosed;
 - (d) the Confidential Information is independently developed or procured by the receiving Party.
3. The Parties agree that this Article 6 shall survive the termination or expiry of this MOU.
4. The Parties shall ensure that all their employees, servants, advisors or agents to whom the Confidential Information is disclosed to comply with the confidentiality obligations herein.

ARTICLE 7
MISCELLANEOUS

1. The Parties recognize that it is impractical to make provision for every contingency that may arise in the course of the performance of the provisions hereof and accordingly declare their intention that this MOU shall operate with fairness between them and without detriment to the interest of either Party and that each Party will endeavor to ensure that full effect is given to the terms of the MOU in the spirit in which it was initially agreed.
2. Each Party shall bear its own costs and expenses incurred in preparing, executing and performing its obligations under this MOU, including its own solicitors' fees and costs (if any), with the exception of stamp duty payable on this MOU which shall be borne by UMPSA.
3. Failure by a Party to enforce, at any time, any provision of this MOU shall not be construed as a waiver of its right to enforce the breach of such provision or any other provision in this MOU or as a waiver of any continuing, succeeding or subsequent breach of any provision of this MOU.
4. This MOU is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
5. Any modification, variation or amendment of this MOU shall not be effective unless made in writing, agreed and duly executed by the authorized representatives of the Parties.
6. Either Party shall obtain written approval from the other Party prior to making any publicity release or announcement regarding this MOU.
7. Nothing contained in this MOU shall be construed as binding the Parties to any form of exclusivity and both Parties shall be entitled to conduct business independent of each other where market requirements so dictate, unless otherwise agreed by the Parties in writing.
8. This MOU shall be governed by and shall be construed in accordance with the laws of Malaysia.
9. The Parties shall comply with all applicable laws, rules, regulations, restrictions and orders pertaining to this MOU and the performance of the Parties' respective obligations in this MOU.

ARTICLE 8
FINANCIAL ARRANGEMENT

This MOU will not give rise to any financial obligation by one Party to other except as agreed otherwise in this MOU.

ARTICLE 9
INTELLECTUAL PROPERTY RIGHTS

The Parties recognise that this MOU and its implementation do not create any rights for either of the Parties in the intellectual property of the other. Further, where the implementation of this MOU leads to the creation by the Parties jointly of intellectual property, the Parties shall make provision for the ownership of such intellectual property and for subsequent implementing activities to include provisions governing the treatment of intellectual property, if any, created or furnished in connection with such activities.

ARTICLE 10
NOTICES

Any notice, request or other communication to be given or made under this MOU shall be in writing and shall be deemed to have been duly given when delivered by hand, airmail, established courier service or email to the Party to which it is given at such Party's address specified below or at such other address as such Party shall have designated by notice to the Party giving such notice, request or communication:

For PRASARANA MALAYSIA BERHAD:

Address	:	Menara Prasarana Jalan PJU 1A/46 Ara Damansara, PJU 1A 47301 Petaling Jaya, Selangor, Malaysia
Attention	:	Zaki Mohamad
Designation	:	Head of Department of Learning & Development
Email	:	zaki@prasarana.com.my

For UMPSA:

Address	:	Universiti Malaysia Pahang Al-Sultan Abdullah Lebuh Persiaran Tun Khalil Yaakob 26300 Kuantan, Pahang, Malaysia
Attention	:	Prof. Ir. Dr. Chin Sim Yee
Designation	:	Director, University-Industry Relation Division, Centre for Industry and Community Linkages
Email	:	icon@umpsa.edu.my

ARTICLE 11
DISPUTE RESOLUTION

1. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any provision of this MOU and the agreements made pursuant to this MOU shall be settled amicably through mutual consultation and/or negotiations between the Parties.
2. If such matter, dispute or claim cannot be agreed by the relevant parties within thirty (30) days after the date of consultation, either Party may refer that matter, dispute or claim to the Courts of Malaysia.

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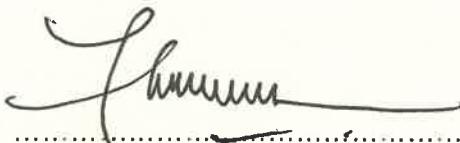
IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

Signed for and on behalf of)
PRASARANA MALAYSIA BERHAD)
REGISTRATION NO: 199801011092(467220-U))



Dr. Harigaran Bharatham
Group Chief Human Capital Officer

In the presence of:



Zaki Mohamad
Head of Department of Learning &
Development

Signed for and on behalf of)
UNIVERSITI MALAYSIA PAHANG AL-SULTAN))
ABDULLAH)



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

In the presence of:



Prof. Datin Ts. Dr. Mimi Sakinah
binti Abdul Munaim
Assistant Vice-Chancellor
Center for Industry & Community Linkages