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## **MEMORANDUM OF UNDERSTANDING**

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BETWEEN

**UNIVERSITI MALAYSIA PAHANG AL-SULTAN  
ABDULLAH**

AND

**ZINCALU CASTING SDN. BHD.  
[111516-A]**

**Collaboration In Academic And Research  
Activities**

This Memorandum of Understanding is made on the                   day of                   2025.

**BETWEEN**

**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 one part;

**AND**

**ZINCALU CASTING SDN. BHD. (Registration No.: 111516-A)**, a company incorporated in Malaysia under the Companies Act 2016 [Act 777], and having its business address at No. 4 & 6, Jalan Taming Empat, Taming Jaya Industrial Estate Off Jalan Balakong, 43300 Selangor Darul Ehsan (hereinafter referred to as "ZincAlu") of the other part.

UMPSA and ZincAlu may individually be referred to as "the Party" and collectively as "the Parties".

**WHEREAS**

- A. 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.
- B. ZincAlu is dedicated in fostering the growth and development of university students during their internships by offering comprehensive training programs, hands-on exposure to real-world industry practices, and valuable insights into professional work environments.
- C. ZincAlu and UMPSA recognize the potential of collaboration in academia and research to serve their mutual interests and drive substantial advancements in

industrial activities in Malaysia. By joining forces, they aim to cultivate profound, relevant and tangible technological innovations that will make a lasting impact.

- D. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:**

**ARTICLE 1**

**OBJECTIVE**

The principal objective of this Memorandum of Understanding is to promote co-operation between the Parties in accordance with the terms of this Memorandum of Understanding, as well as in compliance with the prevailing laws, regulations and national policies.

**ARTICLE 2**

**AREAS OF COLLABORATION**

Each Party, in accordance with applicable laws, rules, regulations and internal policies pertaining to the subject matter, will make diligent efforts to foster and facilitate technical cooperation in the following areas -

- (a) Academic collaboration:
  - (i) Work-based learning (WBL) program at ZincAlu's premises;
  - (ii) Basic training for UMPSA students at ZincAlu's premises;
  - (iii) Opportunity for UMPSA students to be affiliated with ZincAlu's office and to utilize ZincAlu's facilities for their project, subject to reasonable permission.
- (b) Research and Development (R&D);
  - ZincAlu and UMPSA agree to determine areas for research projects relevant to both parties.
- (c) Any other areas of co-operation to be mutually agreed upon by the Parties.

## **ARTICLE 3**

### **PRINCIPLE OF CO-OPERATION**

The Parties pledge to engage in mutual cooperation with utmost good faith and exert their utmost efforts to support one another, undertaking all necessary and expedient actions to accomplish the objectives outlined in this Memorandum of Understanding during its term, with the aim of reaching an agreement on the subject matter defined herein.

## **ARTICLE 4**

### **FORMALISATION AND IMPLEMENTATION OF COLLABORATION**

1. The Parties agree that the areas of collaboration under this Memorandum of Understanding shall be carried out in a manner to be mutually agreed upon by both Parties.
2. This Memorandum of Understanding shall serve as a foundation for a specific agreement pertaining to the subject matter discussed herein. Any collaboration between the Parties as per the terms of this Memorandum of Understanding, will be formalized and safeguarded through a written document or documents that expressly state the agreement between the Parties. This document, referred to as "Definitive Agreement", will outline the scope, the rights and responsibilities of each Party, including any financial commitments.

## **ARTICLE 5**

### **FINANCIAL ARRANGEMENT**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.



## **ARTICLE 6**

### **PARTICIPATION OF THIRD PARTY**

Either Party may invite the participation of a third party in the joint activities and/or projects being carried out under this Memorandum of Understanding upon the agreement of the other Party. In carrying out such joint activities and/or projects, the Parties shall ensure that the third party shall comply with the provisions of this Memorandum of Understanding and the Definitive Agreement.

## **ARTICLE 7**

### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection and treatment of intellectual property rights shall be enforced in conformity with the respective laws, rules, regulations and each party policies and with other agreements signed by the Parties.
2. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development carried out:-
  - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with terms to be mutually agreed upon in writing; and
  - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

## **ARTICLE 8**

### **CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party. Any Confidential Information disclosed to either Party pursuant to this Memorandum of Understanding shall not without prior written consent of the other

Party be disclosed to a third party or be used for any other purpose that is not expressly permitted in writing by the other Party.

2. The confidentiality provisions shall apply to all Confidential Information exchanged between the Parties including any Confidential Information exchanged in a preliminary discussion and during negotiations relating to the matters within the scope of this Memorandum of Understanding. Both Parties agree to adopt the industry's highest standards regarding the disclosure and protection of their Confidential Information.
3. For the purpose of this clause, 'Confidential Information' includes all technical know-how, financial information and other commercially valuable information in whatever form including, but not limited to, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, tables, flow charts, process charts, biological, chemical and/or botanical materials, samples, germ plasm materials, devices, models, know-how, copyright in and to documents/software and other materials of whatever description which the Disclosing Party claims is confidential to itself or over which it has full control and includes all other such information that may be in the possession of the Disclosing Party's employees or management.
4. 'Disclosing Party' means the Party who is disclosing its Confidential Information to the other Party.
5. 'Receiving Party' means the Party who is receiving Confidential Information from the other Party.
6. The obligations of this confidentiality shall not apply under the following circumstances:-
  - (a) the Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the records of the Receiving Party;

- (b) the Confidential Information is now or hereafter becomes available to the public in the form of a printed publication through no breach of this Memorandum of Understanding;
  - (c) the Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; and
  - (d) the Confidential Information is required by law to be disclosed.
7. Each Party agrees and undertakes that it shall ensure that all the employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and comply with the obligations as to the confidentiality herein contained.
8. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination and/or expiry of this Memorandum of Understanding.
9. 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 9**  
**NO AGENCY**

Nothing contained herein is to be construed to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

**ARTICLE 10**  
**REVISION, MODIFICATION AND AMENDMENT**

1. Any revision, modification or amendment to this Memorandum of Understanding agreed to by the Parties shall be reduced into writing and signed by the Parties and shall form part of this Memorandum of Understanding.
2. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
3. Any revision, modification and amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**ARTICLE 11**  
**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any provision of this Memorandum of Understanding and the agreements made pursuant to this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party.

**ARTICLE 12**  
**NOTICE**

Any notice or other communication required or permitted to be given or made under this Memorandum of Understanding shall be made in writing and such notice shall be given or served by way of Acknowledge Receipt (A.R) registered post, facsimile or other modes of communication agreed by the Parties and such notice shall be addressed to -

**ZincAlu**

No. 4 & 6, Jalan Taming Empat, Taming Jaya Industrial Estate Off Jalan Balakong,  
43300 Selangor Darul Ehsan, Malaysia

Tel : 03-8961 6533

Email : hr@zincalu.com

Attention to: Nuraini

or any other place which ZincAlu may from time to time specify by notice in writing to  
UMPSA.

**UMPSA**

Universiti Malaysia Pahang Al-Sultan Abdullah

26600 Pekan

Pahang Darul Makmur.

Tel : +609- 424 6200

Fax : +609-424 6222

Attention to: Ts Dr. Mohamad Zairi bin Baharom

or any other place which UMPSA may from time to time specify by notice in writing to  
ZincAlu.

**ARTICLE 13**

**ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of **four (4) years** and may be extended for a further period to be mutually agreed upon between the Parties.
2. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing to the other Party, at least one (1) month prior to its intention to do so.
3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any activities and/or projects which have been agreed upon by the

Parties prior to the date of termination of this Memorandum of Understanding until the completion of such activities and/or projects, unless the Parties agree otherwise.

**ARTICLE 14**  
**MISCELLANEOUS**

Save for Article 7, 8 and 11 above, the parties agree that this Memorandum of Understanding represents the mutual understanding between the Parties and does not constitute a legally binding agreement between Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Memorandum of Understanding to be executed in their respective names by their duly authorized representatives the day and year first written above.

Signed for and on behalf of

**ZINCALU CASTING SDN BHD**



**GAN PEI LING** 29/8/2025  
Managing Director

Signed for and on behalf of

**UNIVERSITI MALAYSIA PAHANG AL-SULTAN ABDULLAH**



**PROFESSOR DR. YATIMAH ALIAS**  
Vice-Chancellor

In the presence of

  
.....

**GAN VI KEE**  
General Manager

In the presence of

  
.....

**LT. COL. PROF. DATO' IR. TS. DR.  
AHMAD ZIAD SULAIMAN**  
Deputy Vice Chancellor  
(Academic and International)