
MEMORANDUM OF UNDERSTANDING

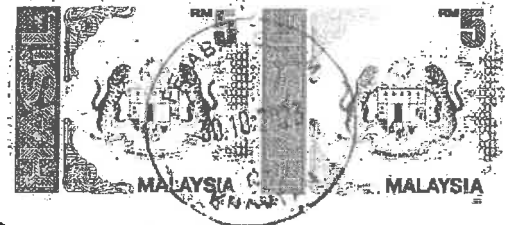
BETWEEN

KANEKA COMPANIES IN MALAYSIA

AND

**UNIVERSITI MALAYSIA PAHANG
AL-SULTAN ABDULLAH**

**Collaboration In Academic And Research
Activities**



This Memorandum of Understanding is made on the 30 day of October 2023.

BETWEEN

1. Kaneka (Malaysia) Sdn. Bhd. 199501026488 (355693-K)
2. Kaneka Eperan Sdn. Bhd. 199601021605 (393957-K)
3. Kaneka Paste Polymers Sdn. Bhd. 199901001422 (476322-K)
4. Kaneka Innovative Fibers Sdn. Bhd. 201001030922 (914843-D)
5. Kaneka Apical Malaysia Sdn. Bhd. 201201006532 (980057-X)
6. Kaneka MS Malaysia Sdn. Bhd. 201501018577 (1143909-A)

companies incorporated in Malaysia with its business address at Lot 123-124, Jalan Gebeng 2/3, Gebeng Industrial Estates, 26080 Kuantan, Pahang Darul Makmur, Malaysia and for the purpose of this agreement shall be collectively referred to as ("Kaneka") 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 Lebuhraya Tun Razak, 26300 Gambang Kuantan, Pahang Darul Makmur (hereinafter referred to as "**UMPSA**") of the other part.

KANEKA and UMPSA may individually be referred to as "Party" of 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. KANEKA and UMPSA believing that the Collaboration in academic and research would serve their common interests and contribute to achieving more profound, relevant and concrete innovations technologies in industrial activities in Malaysia.

- C. 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.

HAVE REACHED THE FOLLOWING UNDERSTANDING as follows

ARTICLE 1
OBJECTIVE

The principal objective of this Memorandum of Understanding is to promote co-operation between the Parties subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force.

ARTICLE 2
AREAS OF COLLABORATION

Each Party will, subject to the laws, rules, regulations and each party policies from time to time in force governing the subject matter, endeavour to take necessary steps to encourage and promote technical co-operation in the following areas -

- a) Academic collaboration:
 - i) KANEKA may provide on-site industrial training for UMPSA's students and staff at their premise.
 - ii) KANEKA and UMPSA to jointly develop various academic programs for capability development of the staff and students from both KANEKA and UMPSA.
- b) Research and Development (R&D);
 - KANEKA 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 agree to mutually co-operate in utmost good faith and to use their best efforts to assist each other and do all things as may be necessary or expedient to achieve the objective of this Memorandum of Understanding throughout the term hereof to reach an agreement on the subject matter of this Memorandum of Understanding.

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 the manner to be mutually agreed upon by the Parties.
2. This Memorandum of Understanding shall be the basis of a specific agreement pertaining to the subject matter contained herein. Any co-operation between the Parties pursuant to this Memorandum of Understanding will be formalised and secured by a written document or documents formally stating the agreement of Parties thereto and detailing the scope, rights and responsibilities of the Parties, including any financial commitments (hereinafter referred to as "the Definitive Agreement").

ARTICLE 5
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 6

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's 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.
3. Any forms of application for intellectual property rights to governing bodies by either party pursuant to this MOU shall be discussed first mutually amongst both Parties and any decision shall be based on mutual understanding before proceeding any further.

ARTICLE 7

CONFIDENTIALITY

1. The Parties undertake to observe confidentiality towards other parties not concerned or connected with this Memorandum of Understanding. 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 purpose 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 MOU;
 - (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 confidentially obligations herein.

ARTICLE 8
NO AGENCY

Nothing contained herein is to be construed so as 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 9
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 10
SETTLEMENT OF DISPUTES

1. 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.
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.

ARTICLE 11
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 -

Kaneka (Malaysia) Sdn. Bhd. 199501026488 (355693-K)

Attn: Pn. Rosmawati Haron

Head - Human Resources Division,

Lot 123-124, Jalan Gebeng 2/3,

Gebeng Industrial Estates, 26080 Kuantan,

Pahang

Fax: +609-5837777

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

UMPSA

Centre for Industry and Community Linkages

Chancellery Department

Universiti Malaysia Pahang Al-Sultan Abdullah

Lebuh Persiaran Tun Khalil Yaakob

26300, Kuantan

Pahang, Malaysia

Tel : 09-4315041

Attention to: Director, Industry-University Relation Division

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

ARTICLE 12

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 **three (3)** 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 three (3) months 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 13
MISCELLANEOUS

Save for Article 6 and 7 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

KANEKA



Name: Hiroyuki Nishimoto
Designation: Managing Director
Kaneka (Malaysia) Sdn. Bhd.


Signed for and on behalf of

**UNIVERSITI MALAYSIA PAHANG
AI-SULTAN ABDULLAH**



Prof. Dato' Ts. Dr. Yuserrie bin Zainuddin
Vice-Chancellor
Universiti Malaysia Pahang Al-Sultan
Abdullah

In the presence of



Name : Rosmawati Binti Haron
Designation : Asst. General Manager
Human Resources Division
Kaneka (Malaysia) Sdn. Bhd

In the presence of



Prof. Datin Ts. Dr. Mimi Sakinah binti
Abdul Munaim
Assistance Vice-Chancellor
Centre for Industry and Community
Linkages
Universiti Malaysia Pahang Al-Sultan
Abdullah