



# **EDUCATION AND RESEARCH AGREEMENT**

**BETWEEN**

**UNIVERSITI SAINS MALAYSIA**

**AND**

**UNIVERSITAS BENGKULU**

## EDUCATION AND RESEARCH AGREEMENT

THIS EDUCATION AND RESEARCH AGREEMENT is made this 13<sup>th</sup> day of December, 2019 (hereinafter referred to as "Agreement");

### BETWEEN

**UNIVERSITI SAINS MALAYSIA**, a public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this Agreement is represented by its School of Civil Engineering, with its main campus at 11800 USM, Penang, Malaysia (hereinafter referred to as "USM"), of the first part;

### AND

**UNIVERSITAS BENGKULU, INDONESIA**, a public university established under Presidential Decree of Republic of Indonesia, and for the purpose of this Agreement is represented by its Faculty of Engineering, with its main campus at Jalan W.R. Supratman, Kandang Limun, 38371 Bengkulu, Sumatera, Indonesia (hereinafter referred to as "UNIB"), of the second part.

(USM and UNIB, shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

### WHEREAS:-

- A. USM is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, USM has entered into various collaborative arrangements with other parties in its effort to enhance its research contents and strengthen its industrial networking.
- B. UNIB is a higher educational organization committed to providing the best educational services. Various initiatives have been taken to enhance academic environment. Teaching quality is a significant aspect that is continuously improved. UNIB has multidisciplinary staff members who have conducted researches in various areas,



UNIB has also built collaborative partnerships with other parties in order to improve its services.

- C. Following a Memorandum of Understanding dated 11 April 2018 signed by USM and UNIB, and several joint activities between USM and UNIB, such as student exchange, staff exchange and joint research, the Parties wish to establish collaboration and explore opportunities to further develop, support and enrich the research activities, educational programs and training in their respective fields of expertise, thus creating synergistic benefits to both Parties.
- D. In achieving the above mentioned objectives, the Parties are desirous of formalizing this collaboration by entering into this Agreement subject to the terms and conditions as stipulated herein.

**NOW IT IS HEREBY AGREED** as follows:

**1. Objectives of this Agreement**

USM and UNIB shall endeavour to assist and support each other in the collaboration for the following projects:

- (i) Mobility of students (undergraduate and postgraduate) and/or staff;
- (ii) Research attachment by post-graduate students;
- (iii) Joint educational programs;
- (iv) Joint research projects;
- (v) Joint workshops, conferences and training programs;
- (vi) Joint supervision for postgraduate student (MSc and PhD);
- (vii) Joint application of international research grants; and
- (viii) Examination of PhD thesis.

**2. Obligations of the Parties**

In consideration of the covenants herein, the Parties agree that their respective obligations under this Agreement shall be as follows:

## 2.1 USM's Obligations

- (i) To collaborate in research activities and share expertise in the field of civil engineering;
- (ii) To provide support for UNIB's students participating in mobility program hosted by USM through support of local transportation and assisting in getting accommodation near USM's School of Civil Engineering;
- (iii) To assist UNIB's postgraduate students under joint supervision program by providing support in terms of the use of laboratories and testing facilities at USM's School of Civil Engineering;
- (iv) To provide support for research attachment for UNIB's staff and postgraduate students by assisting in identifying suitable host at USM and providing necessary access to the use of testing facilities at USM's School of Civil Engineering;
- (v) To identify suitable partners at USM for joint research program and joint international grant application;
- (vi) To assist in identifying external examiner candidates for UNIB's PhD thesis; and
- (vii) To support each other on other education and research projects agreed upon by USM and UNIB.

## 2.2 UNIB's Obligations

- (i) To collaborate in research activities and share expertise in the field of civil engineering;
- (ii) To provide support for USM's students participating in mobility program hosted by UNIB through support of local transportation and assisting in getting accommodation near campus;
- (iii) To assist USM's postgraduate students under joint supervision program by providing support in terms of the use of laboratories and testing facilities at UNIB;
- (iv) To provide support for research attachment for USM's staff and postgraduate students by assisting in identifying suitable host at UNIB and providing necessary access to the use of testing facilities at UNIB;
- (v) To identify suitable partners at UNIB for joint research program and joint international grant application;



- (vi) To assist in identifying external examiner candidates for USM's PhD thesis; and
- (vii) To support each other on other education and research projects agreed upon by UNIB and USM.

### **3. Confidentiality**

- 3.1 (a) Neither Party shall at any time publish or, disclose to any third party, the contents of this Agreement or any Confidential Information of the other Party, acquired pursuant to this Agreement without the written consent of the other Party.
  - (b) For the purpose of this Agreement, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Agreement; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.
- 3.2 The Parties hereto acknowledge that in the event of any breach of this clause 3 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this clause 3 in addition to all other remedies available to the disclosing Party in law.



#### **4. Validity, Termination and Renewal of the Agreement**

4.1 This Agreement is valid and shall remain in effect for five (5) years from the date of this Agreement regardless of the diverse dates the Parties may have signed this Agreement.

4.2 Either Party may terminate this Agreement by giving one (1) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this Agreement pursuant to clause 9 herein, the obligations of the Parties in clause 3 herein shall survive and remain binding on the Parties for a period of five (5) years from the expiry or the earlier termination of this Agreement (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 4.3 herein.

4.3 This Agreement may be renewed upon the mutual agreement of both Parties.

#### **5. Right to Publish**

The data and information accruing from this Agreement, which are of academic importance for the enrichment of knowledge, may be published by USM or UNIB in accordance with each institution's policy with consent from the other Party.

#### **6. Relationship of the Parties**

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

#### **7. Public Statement**

Both Parties agree that no public statement shall be made on this Agreement, or in relation to any products, processes or inventions developed as a result of this Agreement unless approved first by both Parties.

## **8. Name, Official Emblem and Logo**

- 8.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.
- 8.2 Any use of the Brand Materials for the purposes stated in clause 8.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

## **9. Termination**

- 9.1 If USM or UNIB (as the case may be) violates any of the conditions stated herein, then, the aggrieved Party shall be entitled to terminate this Agreement by serving a notice to that effect:
- (a) either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
  - (b) either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or
  - (c) either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or
  - (d) either Party fails to comply with any of the obligations under this Agreement.
- 9.2 The notice to terminate pursuant to clause 9.1 shall not be less than twenty one (21) days' written notice (hereinafter referred to as "Termination Notice"), save for in the case of sub-clause 9.1(d), whereby the Termination Notice shall be applicable and take effect only after the non-defaulting Party has first served a twenty one (21) days' written notice to the defaulting Party to remedy the default. In the event the default is not remedied within the aforesaid period, the non-



defaulting Party shall then serve on the defaulting-Party the Termination Notice to terminate the Agreement.

- 9.3 Upon termination of this Agreement, both Parties shall have no obligation to each other except for payments still outstanding and payable by UNIB to USM, for activities already undertaken prior to the date of such termination.

## **10. Notices**

Any notice or communication between the Parties shall be delivered to the addresses as hereinbefore appearing, or sent to the facsimile number or emailed to the Party concerned.

## **11. Governing law**

This Agreement shall be construed and interpreted in accordance with the laws of Malaysia.

## **12. E-Communication**

The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

## **13. Force Majeure**

Both Parties shall not be held liable for delays or failures to perform that result from events or circumstances beyond the reasonable control of either Party and in particular, any failure by either to carry out its obligations as set out in this Agreement.

## **14. Variation**

The terms stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments,



alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

**15. Assignment**

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

**16. Mutual Cooperation and Relationship**

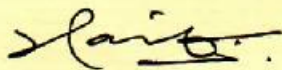
The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close cooperation and mutual assistance.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF USM and UNIB** hereunto have executed this Education and Research Agreement on the year and date first above written:

SIGNED BY  
for and on behalf of

**UNIVERSITI SAINS MALAYSIA**



.....  
**PROFESSOR DR. FAISAL RAFIQ MAHAMD  
ADIKAN**  
Vice-Chancellor

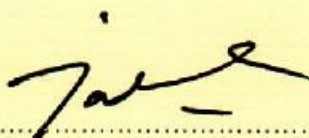
SIGNED BY  
for and on behalf of

**UNIVERSITAS BENGKULU  
SUMATERA**



.....  
**DR. RIDWAN NURAZI**  
Rector

In the presence of:



.....  
**PROFESSOR DR. TAKSIAH A. MAJID**  
Dean  
School of Civil Engineering

In the presence of:



.....  
**MR. BOKO SUSILO**  
Dean  
Faculty of Engineering