



RESEARCH COLLABORATION AGREEMENT

BETWEEN

UNIVERSITI MALAYSIA KELANTAN

AND

UNIVERSITAS BENGKULU

**FOR A PROJECT ENTITLED RESEARCH MATCHING
GRANT**

THIS RESEARCH COLLABORATION AGREEMENT is made on the 01 day of January 2019 (hereinafter referred to as "this Agreement");

BETWEEN

UNIVERSITI MALAYSIA KELANTAN, a public university established under the Universities and University's Colleges Act 1971 (*Act 30*) and having its registered address at Locked Bag No. 01, 16300 Bachok, Kelantan, Malaysia (hereinafter referred to as "**UMK**") of the first part;

AND

UNIVERSITAS BENGKULU, a public institution of higher education established under the Republic of Indonesia Presidential Decree number 17 1982, with its main campus at 38371 Bengkulu, Sumatera, Indonesia (hereinafter referred to as "**UNIB**") of the second part.

UMK and UNIB shall hereinafter be referred to collectively as the "Parties" and individually as the "Party".

WHEREAS:

- A. UMK and UNIB are of the view that there are synergistic benefits to be derived from the Parties collaboration by way of sharing and further developing the knowledge and expertise of both Parties in relation to a research project entitled "**Kajian Perspektif Masyarakat Kelantan terhadap Kepercayaan Mistik Berkaitan Hutan bagi Membina Model Baharu Konservasi**" (hereinafter referred to as the "Project") as further particularized in **Schedule A** of this Agreement.
- B. The Parties have agreed to jointly contribute to the Project by providing a matching research grant in equal amounts.
- C. The Parties are desirous of formalizing this collaboration by entering into this Agreement subject to terms and conditions as stipulated herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

CLAUSE 1 – DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, unless the context otherwise requires:

"**Commencement Date**" means the date of commencement of the Project as agreed upon by the Researchers in a collaboration agreement entered or to be entered into or the date of this Agreement, whichever is earlier;

"**Intellectual Property**" means

- (a) Inventions, manner, method or process of manufacture, method or principle of construction; or design; plan, drawing or design; or scientific, technical or engineering information or document;
- (b) Improvement, modification or development of any of the foregoing;
- (c) Patent, application for a patent, right to apply for a patent or similar rights for or in respect of any intellectual Property referred to in paragraph (a) or (b);

- (d) Trade secret, know-how, confidential information or right of secrecy or confidentiality in respect of any information or document or other intellectual Property referred to in paragraph (a) or (b);
- (e) Copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in paragraph (a) or (b);
- (f) Registered and Unregistered trademark, registered design, application for registration of a design, right to apply for registration of a design or similar rights for or in respect of any work referred to in paragraph (a) or (b);
- (g) Any Intellectual Property in addition to the above which falls within the definition of intellectual property rights contained in Article 2 of the World Intellectual Property Organization Convention of July 1967; and
- (h) Any other rights arising from intellectual activities in the scientific, literary or artistic fields,

Whether vested before or after the date of this Agreement; and whether existing in Malaysia or otherwise and for the duration of the rights; and

"Background Intellectual Property Rights" shall include any Intellectual Property Rights that are made available as between the Parties, which are to be used for the Project and research collaboration activity(ies) in relation to the Project, subject to discussion and mutual agreement between the Parties.

"Foreground Intellectual Property Rights" shall include any Intellectual Property Rights that arise, or are obtained or developed, created, written, prepared and discovered jointly by the Parties, arising or otherwise brought into existence pursuant to this Agreement.

"Project" means the research and development project entitled **"Kajian Perspektif Masyarakat Kelantan terhadap Kepercayaan Mistik Berkaitan Hutan bagi Membina Model Baharu Konservasi"** as further described in **Schedule A** of this Agreement.

- 1.2 Monetary references are in Malaysian currency.
- 1.3 Any word (including a word defined or given a special meaning) denoting the singular shall include the plural and vice versa.
- 1.4 Any word denoting one gender only shall include each other gender.
- 1.5 A reference to a person shall include a corporation as well as a natural person.
- 1.6 A reference to a Schedule is a reference to a Schedule to this Agreement.
- 1.7 A reference to an Addendum is a reference to an Addendum to this Agreement.

CLAUSE 2 – COMMENCEMENT AND TERM

Unless otherwise agreed to in writing by the Parties, the Project shall be conducted over a period of eighteen months (18) months commencing 8 January 2019 and ending 8 January 2021.

CLAUSE 3 – COLLABORATION

For the purpose of the Project both Parties shall carry out research collaboration activity(ies) in relation to the Project as further described in **Schedule A** attached to this Agreement.

CLAUSE 4 – RESPONSIBILITIES OF THE PARTIES

In consideration of and subject to the terms of this Agreement and all applicable laws, the Parties shall carry out their respective responsibilities in accordance with the provisions of this Agreement and within the scope of responsibilities as set out below.

4.1 RESPONSIBILITY OF UNIB

UNIB shall perform the Project and research collaboration activity (ies) in relation to the Project in accordance with **Schedule A** of this Agreement.

4.2 RESPONSIBILITY OF UMK

UMK shall perform the Project and research collaboration activity(ies) in relation to the Project in accordance with **Schedule A** of this Agreement.

4.3 JOINT RESPONSIBILITIES OF THE PARTIES

- (a) The Parties shall ensure that the Project Team as defined in Clause 6 of this Agreement are given full access to all information and to all areas within either Parties' sites which are relevant for them to carry out work on the Project and research collaboration activity(ies) in relation to the Project subject to the rules and regulations applicable to each Party.
- (b) The Parties shall furnish such necessary facilities and equipment available at their respective sites as necessary for the Project and research collaboration activity(ies) in relation to the Project to be carried out.
- (c) The Parties shall ensure that the Project Team shall jointly carry out, produce and complete the Project:
 - i. according to the specifications more particularly described in **Schedule A**;
 - ii. within and according to the allocated cost;
 - iii. using the best professional, scientific, ethical and financial principles and standards; and
 - iv. within due diligence and efficiency and in conformity with sound technical standards available.

CLAUSE 5 – COSTS AND EXPENSES

5.1 UMK shall provide Ringgit Malaysia Thirteen Thousand Nine Hundred (RM13,900.00) Only and UNIB shall provide Ringgit Malaysia Fourteen Thousand (RM14,000) Only. Totaling Ringgit Malaysia Twenty Seven Thousand Nine Hundred (RM27,900.00) Only for the costs and expenses incurred in preparing, executing and implementing the Project and the research collaboration activity(ies) in relation to the Project under this Agreement.

5.2 UMK shall bear and pay all stamp duties in relation to this Agreement.

CLAUSE 6 – PROJECT TEAM

- 6.1 For the purposes of carrying out their responsibilities under this Agreement, UNIB shall designate Dr. Titek Kartika as the UNIB principal researcher (hereinafter referred to as "UNIB Principal Researcher") and other appropriate personnel as researchers for the Project and research collaboration activity(ies) in relation to the Project, hereinafter referred to as the "Researchers", and assisted by others as assigned by the Principal Researcher. UNIB shall be entitled to nominate alternate personnel to act as Researchers and/or the Principal Researcher in the event the named Researchers or Principal Researchers become unavailable to carry out such duties.
- 6.2 For the purposes of carrying out their responsibilities under this Agreement, UMK shall designate Prof. Madya Dr. Yohan Kurniawan as the UMK principal researcher (hereinafter referred to as "UMK Principal Researcher") and other appropriate personnel as researchers for the Project and research collaboration activity(ies) in relation to the Project, hereinafter referred to as the "Researchers", and assisted by others as assigned by the Principal Researcher. UMK shall be entitled to nominate alternate personnel to act as Researchers and/or the Principal Researcher in the event the named Researchers or Principal Researchers become unavailable to carry out such duties.
- 6.3 The initial Project Team Members for the Project and research collaboration activity(ies) in relation to the Project are as particularized in **Schedule A**.
- 6.4 The Parties agree that the UMK Principal Researcher shall act as the principal researcher for the Project and research collaboration activity(ies) in relation to the Project.

CLAUSE 7 – INTELLECTUAL PROPERTY

- 7.1 Upon being informed by any of their Researcher of any inventions first actually reduced to practice in the performance of the Project, the Parties shall promptly disclose to the other Party and shall hold such disclosure on a confidential basis and shall not disclose the information to any third party without the written consent of the other Party.
- 7.2 The ownership of all Foreground Intellectual Property Rights arising out of this Agreement shall be expressly subject to a Joint Development Agreement to be mutually agreed by the Parties.
- 7.3 All rights, titles and interests over the Background Intellectual Property Rights of either Party and used to produce any product which forms the Foreground Intellectual Property Rights, shall continue to belong to that Party and the other Party shall not have any claim on them.
- 7.4 Nothing contained in this Agreement shall be deemed to grant to either Party either directly or indirectly or by implication, estoppels or otherwise any license under any patents, patent applications or other proprietary interest over any Background Intellectual Property Rights of either Party.
- 7.6 Each party shall have an unrestricted right to use for its own internal non-commercial research and education purposes all research results subject to confidentiality and publication provisions of this Agreement.
- 7.7 The provision of this Clause 7 shall survive the expiry or termination of this Agreement.

CLAUSE 8 – PATENTING AND LICENSING

- 8.1 In the event of the Project resulting in a patentable invention, both Parties shall determine what if any, patent applications shall be made in respect thereof and in which countries such applications shall be made and be responsible for the registration and maintaining of the patent.
- 8.2 All costs arising from the registration and maintenance of the patent and obtaining a license in accordance with this clause shall be borne by the Party or Parties in proportion to the share of the patent. All costs arising from the registration and maintenance of the patent and obtaining a license in accordance with this clause shall be borne by the Party or Parties in proportion to the share of the patent.

CLAUSE 9 – PROGRESS REPORTS

- 9.1 Both Parties through their Project Team shall furnish the other Party with written reports as to the progress of works carried out for the Project and/or research collaboration activity(ies) in relation to the Project from time to time and in accordance with the requirements of the respective Parties.
- 9.2 Each Party shall respond promptly to any queries from the other Party from time to time in respect of the progress of the works in relation to the Project, research collaboration activity(ies) in relation to the Project, and any other matters in relation thereto by such means as are agreed from time to time by the Parties hereto.
- 9.3 Both Parties through their Project Team shall submit a Final Report in such form and substance acceptable to both Parties or to a centralized research office within three (3) months after the completion of the Project.

CLAUSE 10 – CONFIDENTIALITY

- 10.1 The Parties agree that the Project and research collaboration activity(ies) in relation to the Project may involve the disclosure of certain confidential information of the respective Parties. For the purpose of the Project and research collaboration activity(ies) in relation to the Project, the term 'Confidential Information' refers to any and all information including but not limited to data and information pertaining to curricula, courses, syllabi, teaching materials, research activities and technical information made available by a Party ('Disclosing Party') to the other Party ('Receiving Party') during the course of the Project and research collaboration activity(ies) in relation to the Project.
- 10.2 All Confidential Information shall be marked or identified as "CONFIDENTIAL" in writing and in a conspicuous manner at the time it is disclosed to the Receiving Party.
- 10.3 All Confidential Information disclosed to or provided by or on behalf of the Disclosing Party pursuant to this Agreement may not be disclosed, published, used or in any way exploited or permitted to be disclosed, published, used or exploited by the Receiving Party to any third party or re-produced for any purpose other than for the Project and research collaboration activity(ies) in relation to the Project without first obtaining the prior written approval of the Disclosing Party.
- 10.4 The obligations under this Clause 10 shall extend to and bind all of the Receiving Party's officers, directors, employees, advisors, contractors, sub-contractors, consultants, agents or representatives to whom the Confidential Information and/or document or documents in which it is contained is made available except where the Confidential Information is in or has come into the public domain otherwise than by the default or negligence of either Party or is required to be disclosed by

any governmental or other authority or regulatory body to such extent only as is necessary for that purposes or as is required by law.

- 10.5 The confidentiality obligations under this Clause 9 shall survive the expiry of this Agreement for a period of five (5) years.

CLAUSE 11 – RIGHT TO PUBLISH

- 11.1 The data and information accruing from the Project and research collaboration activity(ies) in relation to the Project, which are of academic importance for the enrichment of knowledge, may be JOINTLY published by UNIB and UMK Principal Researcher and Researchers in accordance with respective Parties' policy. A publishing Party shall provide the other Party with a copy of any such proposed publication and the other Party may have at least twenty-one (21) days or such mutual extended period to be agreed upon by both Parties from the date of the other Party being provided with the copy of such proposed publication, for review of data and information deemed confidential as defined in Cause 9 above relating to confidentiality or patentable items (hereinafter referred to as the 'Review Period'). The purpose of this clause is to protect the rights of UNIB and UMK with respect to any contemplated publication concerning details of an invention or confidential information, etc.
- 11.2 If deemed reasonably necessary by UNIB and UMK to protect such interests, any contemplated publication containing details of an invention, etc. shall be withheld until a patent application is filed or other appropriate steps to protect commercial value have been completed. However, in no event shall any delay of publication exceed twelve (12) months from the date the proposed publication is submitted to the other Party. All publications shall not include the Parties' confidential information as defined in the Confidentiality Clause as reasonably determined and communicated to a Party within the Review Period.

CLAUSE 12 – 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.

CLAUSE 13 – TERMINATION

- 13.1 If either Party commits any of the conditions stated below, then, the aggrieved Party shall be entitled to terminate this Agreement by serving a notice to that effect.
- 13.1.1 Either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
 - 13.1.2 Either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or
 - 13.1.3 Either Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction;
 - 13.1.4 If the research work for the Project is not completed in accordance of Clause 2 under this Agreement; or
 - 13.1.5 Either Party fails to comply with any of the obligations under this Agreement.

- 13.2 The notice to terminate in the case of Sub-clauses 12.1.1 to 12.1.3 shall not be less than twenty one (21) days, save for in the case of sub-clause 12.1.4, whereby the notice to terminate shall take effect only after either party first giving twenty one (21) days notice in writing to the other party to remedy a default, and where such default is not remedied in that period, upon giving not less than further twenty one (21) days' notice of termination.
- 13.3 In the event of termination, nothing herein contained shall be construed to relieve either Party hereto from its liabilities at law or equity arising from the termination of this Agreement or the rights conferred by law or equity on either Party as a result of such termination

CLAUSE 14 – 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 Party to carry out its obligations as set out in Clause 4 above.

CLAUSE 15 – PUBLIC STATEMENT

Both Parties agree that no public statement shall be made on the Project and research collaboration activity(ies) in relation to the Project, or in relation to any products, processes or inventions developed as a result of the Project or research collaboration activity(ies) in relation to the Project unless approved first by both Parties.

CLAUSE 16 – ASSIGNMENT

This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other.

CLAUSE 17 – WAIVER

- 16.1 The waiver by a Party in respect of any breach of a term of this Agreement by the other party shall not be deemed to be a waiver in respect of any other term or of any subsequent breach of that term.
- 16.2 The failure of a Party to enforce at any time any term of this Agreement shall in no way be interpreted as a waiver of such term.

CLAUSE 18 – APPLICABLE LAW

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

CLAUSE 19 – NOTICES

- 19.1 Any notice required to be given pursuant to this Agreement shall be in writing and may be delivered or posted by ordinary mail, postage prepaid, to the Party to which such notice is required to be given under this Agreement at the address set out in **Schedule B**.
- 19.2 The addresses referred to in the preceding sub-clause may, from time to time, be changed by written notice.
- 19.3 Any notice given under this clause by post shall be deemed to have duly served at the expiration of three (3) clear days (i.e. excluding weekends or public holidays)

after the time of such posting and production of any official post office receipt showing the time and date of posting shall be conclusive evidence of the time and date of posting.

CLAUSE 20 – ENTIRE AGREEMENT

The terms of the Agreement between the Parties are those set out in this Agreement and the Schedules and no written or oral agreement or understanding made or entered into prior to the date of this Agreement shall in any way be read or incorporated into this Agreement.

CLAUSE 21 – SUCCESSORS-IN-TITLE

This Agreement shall be binding on the respective heirs, personal representatives, receivers, successors-in-title and assigns of the Parties hereto.


CLAUSE 22 – AMENDMENT/MODIFICATION

Any provision of this Agreement may be amended or modified by mutual consent between the Parties and such amendment/modification shall be in writing and signed by the duly authorized representatives of the Parties.

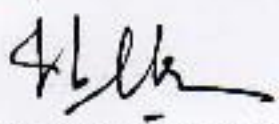
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IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.


Signed by and on behalf of:
UNIVERSITI MALAYSIA KELANTAN


.....
Prof. Dr. Nuor Azizi bin Ismail
Vice Chancellor


In the presence of:


.....
Prof. Dato' Dr. Ibrahim bin Che Omar
Acting Deputy Vice Chancellor
(Research and Innovation)

Signed by and on behalf of:
UNIVERSITAS BENGKULU


.....
Dr. Ridwan Nurazi
Rector

In the presence of:


.....
Dr. Ardlatiza
Vice Rector for Planning and Cooperation

SCHEDULE A

DETAILS OF THE PROJECT

1. PROJECT BACKGROUND

Forest damage in Malaysia is a problem facing the country today. There are many factors that cause forest damage. The problem of this study is that there is no proper conservation method to change the minds of the community to prevent forest damage. The objective of the study was to develop a new conservation model based on taboo in the forest believed by the people in Kelantan. This study is a qualitative study and the study data is collected based on interviews with about 50 respondents in Kelantan. The purpose of this interview is to gather information on the taboo in the forest based on the trust of the people in Kelantan. The interviews are taboo types and will be used as a forest conservation model. The types of taboos collected will be compiled in the form of books and pamphlets. To introduce and transfer knowledge and awareness to this forest conservation model is done in collaboration with government and non-government agencies and community organizations using social media, distribution of pamphlets, and installation of warning boards at the entrance of the forest.

2. PROJECT OBJECTIVES

1. Collecting various taboos on the forest that existed among the Kelantan community.
2. Identify the level of community trust in Kelantan against the magical power of the forest.
3. Develop a new forest conservation model based on the belief in mystical or occult related to the forest.

3. PROJECT DELIVERABLES

- (a) Publications in reputable journals.
- (b) Book publication

4. PROJECT TEAM MEMBERS

- (a) UNIB
 - (i) Dr. Titiek Kartika Hendrastiti (Principal Investigator)
 - (ii) Dr. Yunilisiah
 - (iii) Wahyu Widiastuti, M.Sc
 - (iv) Dr. Nurhayati Darubekti
- (b) UMK
 - (i) Prof. Macya Dr. Yohan Kurniawan (Principal Investigator)
 - (ii) Dr. Burhan bin Che Daud
 - (iii) Dr. Alexander Stark
 - (iv) Hassan Muhammad Ma Liwu
 - (v) Farrah Atikah binti Saari

5. FINANCIAL IMPACT

UNIB and UMK agree to collaborate through matching grants amounted Ringgit Malaysia Thirteen Thousand Nine Hundred (RM13,900.00) Only and Ringgit Malaysia Fourteen Thousand (RM14,000.00) Only respectively. The totaling amount of the matching research grant is Ringgit Malaysia Twenty Seven Thousand Nine Hundred (RM27,900.00) Only.

SCHEDULE B

NOTICE

UNIVERSITY OF BENGKULU

For Contractual Matters:

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