

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS RIAU
AND
UNIVERSITI TEKNOLOGI MALAYSIA**

THIS Memorandum of Understanding (MoU) is made and entered into this **Monday** (Day) of **2 July** (Month) 2012 between **UNIVERSITAS RIAU** (hereinafter referred to as "**UR**") having its address at Kampus Bina Widya Km. 12, 5 Simpang Baru Pekanbaru Riau 28293, Indonesia of the one part and **UNIVERSITI TEKNOLOGI MALAYSIA**, a University established by virtue of the Malaysian Universities and University Colleges Act 1971 (Act 30), for the purpose of this Memorandum of Understanding, is represented by the Research Management Centre (RMC), (hereinafter referred to as "**UTM**") having its registered address at Universiti Teknologi Malaysia, 81310 UTM Skudai, Johor, Malaysia on the other part.

(Both UR and UTM shall hereinafter collectively be called as the "Parties" and individually as "Party".)

WHEREAS

- (A) The purpose of this MoU is to foster research partnership and cooperation between **UR** and **UTM**.
- (B) Both parties are agreeable that the encouragement and development of cooperation and exchange in areas of mutual interest would be desirable.

NOW IT IS HEREBY UNDERSTOOD AND WITNESSETH as follows:

ARTICLE 1: GENERAL AREAS OF COOPERATION AND COLLABORATION

- 1.1 UR and UTM agree that cooperation shall be carried out through such activities of R&D&C Programmes relating to, but not limited to:-
 - i. Joint research activities and commercialisation;
 - ii. Student exchange;
 - iii. Staff exchange;

- iv. Exchange of information and publications;
- v. Joint student supervision; and
- vi. Joint seminars/conferences.

1.2 Notwithstanding the above, any project, programme or activity ("the Project") arising from such collaboration between the Parties are subject to the formalization of a separate agreement between the parties as provided under Article 4 herein.

ARTICLE 2: DURATION AND TERMINATION

- 2.1 This MoU shall commence on the date of execution of the same and shall remain in force for duration of three (3) years from the date hereof.
- 2.2 Any extension of the duration of this MoU shall be upon the terms and conditions as may be mutually agreed by the Parties in writing.
- 2.3 Without prejudice to any other right of termination that either Party may have under any other provision of this MoU, if any Party ("Defaulting Party"):-
- (a) shall commit any breach of its obligations under this MoU [other than the Non-Binding Provision under Article 3.2]
 - (b) shall have its interest in the Proposed Collaboration be adversely affected by any legislation, regulation and/or amendments thereof; or
 - (c) shall become insolvent or have a receiver appointed over the entire or any part of its undertaking or assets or shall cease to carry on business or be wound-up or liquidated (save pursuant to a solvent amalgamation and/or restructuring);

then, and in any such event, the other Party may (subject to any subsequent agreement between the Parties), upon giving to the Defaulting Party a thirty (30) days' notice in writing to terminate this MoU. Such termination of this MoU shall be without prejudice to either Party's legal right to remedy and/or

liabilities that may have accrued or occurred under this MoU pursuant to those provisions of this MOU other than the Non-Binding Provision under Article 3.2.

- 2.4 Notwithstanding anything to the contrary herein contained and in addition to any other right of termination that either Party may have under any other provision of this MoU, either Party may, with or without cause, terminate this MoU prior to the expiry date of this MoU by giving the other Party not less than thirty (30) days prior written notice.
- 2.5 Notwithstanding the expiry or sooner termination of this MoU, both Parties hereby acknowledge and agree that all Confidential Information and all other documents, papers and property which may have been made, prepared or supplied by or on behalf of a Party to the other Party are and shall remain the property of the first-mentioned Party.
- 2.6 The termination of this MoU shall not affect or release any or all obligations of the Parties under any ongoing project that has been derived from or separately from this MoU.

ARTICLE 3: RELATIONSHIP BETWEEN THE PARTIES

- 3.1 Nothing contained herein shall be construed or considered to constitute a joint venture partnership or formal business organization or any kind between the parties or so to constitute either party as the agent of the other or other relationship in which any one of the Parties may be liable for the acts or omissions of the other.
- 3.2 This MoU merely expresses the intentions and understanding between both Parties with respect to the Proposed Collaboration, but both Parties hereby acknowledge and agree that, save and except for Article 2, Article 5 and Articles 7 of this MoU, this MoU is not intended to, and shall not, create nor constitute any legally binding rights or obligations between the Parties. For the avoidance of doubt, only Article 2, Article 5 and Article 7 of this MoU shall be binding upon the Parties.

- 3.3 Nothing in this MoU obligates either Party to enter into any contract, agreement and arrangement or to incur any financial obligations for the Proposed Collaboration.
- 3.4 This MoU does not preclude either Party from working independently or collaborating with third parties who are capable and desirous to attain the same result as intended in this MoU
- 3.5 This MoU shall not be amended save and except in writing signed by the authorised representatives of both Parties.

ARTICLE 4: IMPLEMENTATION OF THE PROPOSED COLLABORATION

- 4.1 For any specific Project identified by the Parties in respect of the research areas under the Proposed Collaboration referred to in Article 1 above, both Parties shall endeavour to negotiate and sign in future a separate agreement in writing for the implementation of that Project upon such terms and conditions to be mutually agreed by the Parties. Unless the Parties agree otherwise, such agreement shall include but not limited to *inter alia*, duration of the Project, nomination of representatives from both Parties that are to be involved in the Project, budgetary requirement of the Project, financial obligations, provisions relating to intellectual property rights for the Project and/or the end products, provisions relating to the development manufacturing and/or commercialization of the end products, rights of the Parties, procedures regulating the Project as well as information and necessary documentation in order to determine objectives and scope of the project.

ARTICLE 5: CONFIDENTIALITY

- 5.1 Both Parties undertake to observe confidentiality towards each other's Confidential Information (as hereinafter defined). Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a third Party nor be used for any purpose not expressly permitted in writing by the other Party.
- 5.2 The confidentiality provisions under this Article 5 apply to all confidential information disclosed to a Party ("**Receiving Party**") or otherwise obtained by

the Receiving Party including any confidential information disclosed or obtained in preliminary discussions and during negotiations relating to matters within the scope of this MoU (whether disclosed or obtained before or after the date of commencement of this MoU).

5.3 For purposes of this MoU and subject to Article 5.4, "**Confidential Information**" includes any data or information in relation to the Proposed Collaboration, UR and/or UTM and/or any members of their respective related corporations or associated corporations, whether oral, written or in model or electronic form or whatever other form supplied, delivered or made available by or on behalf of the respective Party ("**Disclosing Party**"), including but not limited to all know-how, show-how, financial information, business and market information and other commercially valuable information of whatever nature, inventions (whether patented or unpatented), intellectual property rights, proprietary information, trade secrets, formulas, graphs, drawings, designs, tables, flow charts, process charts, biological materials, samples, devices, models, plans and other materials of whatever description and includes all such information that may be in the possession of the Disclosing Party's employees, management, advisers, agents, contractors or consultants.

5.4 The phrase "Confidential Information" shall not include any information that:

- (a) was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving Party; or
- (b) is now or hereafter becomes available to the public in the form of a printed publication or by any other means through no breach of this MoU by the Receiving Party; or
- (c) is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; or
- (d) is independently acquired or developed by the Receiving Party without reference to, incorporation of or other use of the Confidential Information.

5.5 Notwithstanding the expiry or sooner termination of this MoU, the confidentiality obligation of both Parties under this Article 5 shall survive the expiry or sooner termination of this MoU.

ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS

6.1 Each Party remains the owner of the intellectual property disclosed to the other Party and shall have sole right in any industrial or intellectual property rights comprised therein.

6.2 The disclosure of information by one Party to the other Party shall not be construed as the grant by the disclosing Party to the receiving Party of any licence, patent rights or other industrial or intellectual property rights.

6.3 The receiving Party shall not directly or indirectly obtain or attempt to obtain in any country by registration or otherwise any industrial or intellectual property right embodied in the information of the disclosing Party.

6.4 The Parties agree that the disclosing Party and/or its affiliates may not be adequately compensated by monetary damages for breach of Article 5 or this Article 6 and therefore, the disclosing Party and its affiliates shall be entitled, in addition to any other rights and remedies available to it under contract or at law, to equitable relief including an injunction restraining such breach or a threatened breach and/or to specific performance of Article 5 or this Article 6.

ARTICLE 7: NOTICE

7.1 Each communication to be made hereunder shall be made in writing and in the English language.

7.2 Any notice or communication under this MoU shall be delivered personally, sent by prepaid registered post or by facsimile transmission to the addresses and facsimile numbers specified below and addressed to the respective designated person specified below (or to such other designated person as the respective Party hereto may from time to time designate in writing).

7.3 Each Party shall notify the other in writing of any change in address, telephone number, facsimile number and/or designated person.

7.4 **UTM's** address for service is:

Address : Research Management Centre (RMC)
Universiti Teknologi Malaysia
81310 UTM Skudai
Johor, Malaysia
Telephone No. : +607 - 5537801
Fax No. : +607 - 5537811


7.5 **UR** address for service is:

Address No. : Kampus Bina Widya Km. 12,
Simpang Baru Pekanbaru Riau 28293,
Indonesia
Telephone No. : (0761) 63266
Fax No. : (0761) 63279

ARTICLE 8: GENERAL

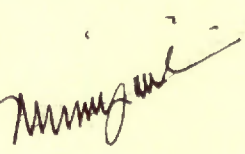
8.1 The provisions of this Memorandum may be amended at any time by the mutual consent in writing of both parties.

SIGNED by
For and on behalf of
UNIVERSITI TEKNOLOGI MALAYSIA



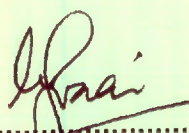
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PROF. DATUK IR. DR. ZAINI UJANG
Vice Chancellor

SIGNED by
For and on behalf of
UNIVERSITAS RIAU



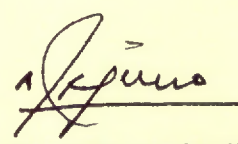
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PROF. DR. ASHALUDDIN JALIL, MS.
Rector

In the presence of



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PROF. IR. DR. MOHD AZRAAI KASSIM
Deputy Vice Chancellor
(Research and Innovation)

In the presence of



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DR. ADHY PRAYITNO
Deputy Rector IV
Public Affairs