



# RESEARCH COLLABORATION AGREEMENT

BETWEEN

**UNIVERSITI MALAYSIA TERENGGANU**

AND

**UNIVERSITI TENAGA NASIONAL**

AND

**UNIVERSITI TEKNOLOGI MARA**

AND

**INTERNATIONAL ISLAMIC UNIVERSITY  
MALAYSIA**

**(Company No.101067-P)**

This **RESEARCH COLLABORATION AGREEMENT** (hereinafter referred to as "this Agreement") is made on the 19 day of 08 2019.

**BETWEEN**

**UNIVERSITI MALAYSIA TERENGGANU**, a public university established in Malaysia under the Universities and University Colleges Act 1971 [Act 30], whose address is at Universiti Malaysia Terengganu, 21030 Kuala Nerus, Terengganu, Malaysia (hereinafter referred to as "**UMT**") and shall include its lawful representatives and permitted assigns of the first part;



**AND**

**UNIVERSITI TENAGA NASIONAL**, a private university with MSC- Status, wholly owned by Tenaga Nasional Berhad, registered and established under the Malaysian Private Higher Educational Institutions Act 1996 [Act 555] , and having its address at Jalan Ikram-Uniten,43000 Kajang, Selangor Darul Ehsan(hereinafter referred to as "**UNITEN**") and shall include its lawful representatives and permitted assigns of the second part;

**AND**

**UNIVERSITI TEKNOLOGI MARA** an institution of higher learning established under the Universiti Teknologi MARA Act 1976 [Act 173] whose address is at Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Malaysia (hereinafter referred to as "**UiTM**" ) and shall include its lawful representatives and permitted assigns of the third part;

**AND**

**INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA (Company No. 101067-P)**, a public university established under Section 5A (2) of the Universities and University Colleges Act 1971 [Act 30] and incorporated in Malaysia [Co. No. 101067-P], a company limited by guarantee and not having a share capital by having its business address at International Islamic University Malaysia, Jalan Gombak, 53100 Kuala Lumpur, which is represented by Research Management Centre, International Islamic University Malaysia, and shall include its lawful representatives and permitted assigns of the last part;

**UMT, UNITEN, UiTM** and **IUM** hereinafter referred to singularly as the "the Party" and collectively as "the Parties".

## **WHEREAS:**

- A. **UMT** is a marine focused university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. UMT has entered into various collaborative arrangements with other parties to enhance its research capabilities.
- B. **UNITEN** is a unique institution, providing academic programmes within our two campuses, namely Putrajaya Campus and Muadzam Shah Campus. Our programmes are focused in the areas of Engineering, Information Technology, Business Management and other related areas. UNITEN not only prepare its graduates to become knowledgeable and competent professionals, but also to develop them as well-rounded individuals with broad intellectual outlook.
- C. **UiTM** as a premier university of outstanding scholarship and academic excellence capable of providing leadership to Bumiputeras's dynamic involvement in all professional fields of world-class standards in order to produce globally competitive graduates of sound ethical standing.
- D. **IIUM** aims to become a leading international centre of educational excellence which seeks to restore the dynamic and progressive role of the Muslim Ummah in all branches of knowledge and intellectual discourse.
- E. 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 BY THE PARTIES** as follows:

### **1. DEFINITIONS AND INTERPRETATIONS**

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

**“Agreement”** means this Agreement together with Appendices, Schedules and Attachments annexed hereto and any variation, amendment or supplement in writing as may be agreed by the Parties from time to time.

**“Confidential Information”** shall include but not limited to any information (including samples, materials, drawings, specifications, photographs, designs, computer code, computer programs,

software, data, formulae, processes, know-how, any technical or commercial information), reports, papers, correspondence or documents which is disclosed by or on behalf of one Party to the others, or to any of such others' officers, employees, agents or representatives, in whatever form, (including written, oral, visual or electronic), and which is, or which should reasonably be expected to be, of a confidential nature for use or in connection with the Collaboration.

**"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 right 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 Organisation 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

- 1.2 Monetary references are in Ringgit Malaysia.
- 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.

## **2. COMMENCEMENT AND TERM**

- 2.1 Notwithstanding the date of signing of this Agreement by the Parties, this Agreement shall become effective on **1<sup>st</sup> March 2018** and remain in effect for a term of **TWO (2)** years unless earlier terminated either by mutual agreement of the Parties or in accordance to Clause 10.1 of this Agreement.
- 2.2 The term of this Agreement may be extended in writing by mutual consent of the Parties.

## **3. SCOPE OF AGREEMENT**

- 3.1 The Parties hereby agree to undertake the research collaboration projects as described in **Schedule A** (hereinafter referred to as "the Collaboration").
- 3.2 For the purpose of the Collaboration, each Party is represented by their respective researchers as mentioned in **Schedule B**.
- 3.3 The Secretariat for each Party to this Agreement is represented by the following bodies:

- a) **UMT**: Centre of Knowledge Transfer and Industrial Networks;
- b) **UNITEN**: Institute of Informatics & Computing in Energy;
- c) **UiTM**: Malaysian Academy of SME & Entrepreneurship Development (MASMED), UiTM Shah Alam & UiTM Dungun; and
- d) **IUM**: Research Management Centre, IUM

#### 4. JOINT RESPONSIBILITIES OF THE PARTIES

4.1 In consideration of and subject to the terms of this Agreement and all applicable laws, the Parties shall carry out the responsibilities as set out below:

- a) jointly provide funding of **Ringgit Malaysia Eighty Thousand only (RM80,000.00)** to the Collaboration on equal basis which equivalent to **Ringgit Malaysia Twenty Thousand only (RM20,000.00)** for each Party;
- b) support the activities undertaken for the purpose of completing the Collaboration;
- c) communicate on as required and/or a case by case basis;
- d) provide all the available and necessary information for the Collaboration when requested by Parties;
- e) each party to produce a journal publication that is related to the Collaboration; and
- f) utilize the funding subject to the availability of funds according to this agreement.

#### 5. INTELLECTUAL PROPERTY

5.1 Upon any invention affiliated by the collaboration, the Parties shall promptly disclose to the other Party and shall hold such disclosure on a confidential basis and will not disclose the information to any third party without the written consent of the other Party.

5.2 All rights, titles and interests including any Intellectual Property rights which are made, created, developed, written or conceived pursuant to the Collaboration (hereinafter referred to as "the NEW

IPR") shall be jointly owned by the Parties of which the proportion of ownership shall be based on the actual contribution of the respective Parties to the Collaboration. The Parties agree that upon the successful completion of the Collaboration as per clause 3.1, the authorization of the NEW IPR shall be undertaken and that the Parties acknowledge and agree that separate contractual document(s) shall be entered into between the Parties in relation to the authorization.

- 5.3 All rights, titles and interests including any Intellectual Property rights originating from any Party and used to produce any product which forms the NEW IPR, shall continue to belong to that Party; and the other Parties shall not have any claim on them.
- 5.4 The Parties shall retain the right to use the results of the Collaboration for research and educational purposes and/or academic purposes only subject to Clauses 7 and 8 of this Agreement.

## **6. PROGRESS REPORTS**

- 6.1 Each Party shall furnish the other Parties written progress reports of the works carried out for the Collaboration every six (6) months.
- 6.2 Each Party shall respond promptly to any inquiries from the other Parties in respect of the progress of the works in relation to the Collaboration and any other matters in relation thereto by such means as are agreed by the parties hereto.

## **7. CONFIDENTIALITY**

- 7.1 No Party receiving from any other Parties to this Agreement any Confidential Information in relation to this Agreement including its affiliates, officers, agents and authorized representatives shall, by any way or form, disclose or communicate to any person any such Confidential Information unless the Confidential Information is available to the general public at the time of such disclosure or known by the recipient Party at the time of disclosure.
- 7.2 No Party shall use any Confidential Information in relation to this Agreement except solely for the purpose of the Collaboration.

7.3 This clause shall continue to be binding between the Parties notwithstanding the termination or expiry of this Agreement.

## **8. RIGHT TO PUBLISH**

8.1 Any publication by any Party of the outcome of the Collaboration; or any data or information provided or contributed by the other Parties to the Collaboration, or acquired by the other Parties by reason of the Collaboration shall be with the consent of the other Parties to this Agreement.

8.2 For the purpose of obtaining consent for publication under Clause 8.1–

a) the Party wishing to publish shall furnish the other Parties a copy of the proposed publication; and

b) the other Parties shall review the proposed publication within twenty one (21) days or any extended period which have been mutually agreed to from the date the proposed publication is furnished.

8.3 All publication shall declare and acknowledge the research collaborative grant between the Parties.

8.4 Where the Parties deem it reasonably necessary to protect the interests of the Parties in the Collaboration, proposed publication containing details of intellectual properties may be withhold until all necessary application is filed or other appropriate steps to protect such interests are taken and completed.

## **9. 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 the Parties hereto or as constituting the Parties as agents or representatives of one another for any purpose or in any manner whatsoever.

## **10. TERMINATION**

10.1 In the event:



- a) any Party fails to fulfill its obligations under this Agreement; or
- b) breach any of the terms of this Agreement,

and such failure or breach is not remedied within twenty one (21) days from the date of a notice stating such failure and/or breach and requesting the Defaulting Party to remedy such failure and/or breach, the other Parties may at any time terminate this Agreement by notice in writing.

10.2 Upon termination of this Agreement, the Parties shall have no obligation to each other except for payments due and payable by the Parties for those activities already be delivered and/or undertake prior to the date of termination.

## **11. FORCE MAJEURE**

The Parties shall not be held liable for delays or failures to perform their obligations under this Agreement that result from events or circumstances beyond the reasonable control of the Parties.

## **12. PUBLIC STATEMENT**

The Parties agree that no public statement shall be made on the Collaboration, or in relation to any products, processes or inventions developed as a result of the Collaboration unless unanimously approved by the Parties.

## **13. ASSIGNMENT**

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

## **14. WAIVER**

14.1 The waiver by a Party in respect of any breach of a term of this Agreement by other Party or Parties shall not be deemed to be a waiver in respect of any other term or of any subsequent breach of that term.

14.2 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.

## 15. APPLICABLE LAW

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

## 16. NOTICES

16.1 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 address as set out below.

a) For **UNIVERSITI MALAYSIA TERENGGANU**

Centre of Knowledge Transfer and  
Industrial Networking (PIJI)  
Universiti Malaysia Terengganu  
Address : 21030, Kuala Nerus, Terengganu Darul  
Iman  
Attn. To : Director, Prof Dr Mohd Nizam Bin Lani  
E-mail : nizamlani@umt.edu.my  
Tel. No. : 012-4988040 / 09-6685186  
Fax No. : 09-6684567

b) For **UNIVERSITI TENAGA NASIONAL**

Address : Institute of Informatics and Computing  
in Energy Jalan IKRAM-UNITEN, 43000 Kajang,  
Selangor Darul Ehsan  
Attn. To : Assoc.Prof. Dr. Wahidah Hashim  
E-mail : Wahidah@uniten.edu.my  
Tel. No. : 03-89212020 ext. 2348  
Fax No. : 03-89212115

c) For **UNIVERSITI TEKNOLOGI MARA**

Address : Universiti Teknologi MARA  
40450 Shah Alam  
Selangor Darul Ehsan

Attn. To : Dr. Mohd Ali Bahari Abdul Kadir  
E-mail : masmed@salam.uitm.edu.my  
Tel. No. : +603 – 5543 5665 / 5660  
Fax No. : +603 – 5543 5666

d) For **INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA**

Address : Research Management Centre  
International Islamic University Malaysia  
Jalan Gombak, 53100 Kuala Lumpur  
Attn. To : Director, Prof. Dr. Ratnawati Mohd Asraf  
E-mail : ratnawati@iium.edu.my  
Tel. No. : +603 – 6196 5001  
Fax No. : +603 – 6196 4862

16.2 The addresses referred to in the preceding sub-clause may, from time to time, be changed by written notice.

16.3 Any notice given under this clause by post shall be deemed to have duly served at the expiration of seven (7) working days 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.

## **17. DISPUTE RESOLUTION**

17.1 If there is a dispute between the Parties:

17.1.1 The Parties must discuss the dispute initially with a view to settling the dispute amicably;

17.1.2 If the Parties fail to settle the dispute within THIRTY (30) days, the Parties may agree to appoint a mediator with at least TWO (2) years' experience in mediation.

17.1.3 The Parties must co-operate to the extent necessary to enable the mediator to mediate the dispute within SIXTY ( 60 ) days of his or her appointment;

17.1.4 The fees shall be borne equally by the parties involved in the dispute;

17.1.5 In the event the Parties are unable to agree on the appointment of a mediator or where mediation has failed to resolve a dispute, the dispute may be referred to the court of law.

## **18. INDEMNIFICATION**

Each Parties agrees to indemnify, defend and hold harmless the other against all legal liability, actions, suits, proceedings, demands, any cost and expenses, claim or damage resulting from the gross negligence or willful misconduct of the indemnifying party, except to the extent resulting from the gross negligence or willful misconduct of the other party.

## **19. 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.

## **20. SUCCESSORS-IN-TITLE**

This Agreement shall be binding on the successors-in-title.


## **21. AMENDMENT OR MODIFICATION**

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

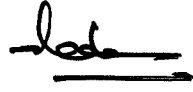
***[end of clauses]***

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement the day and year first above mentioned.


Signed for and on behalf of  
**UNIVERSITI MALAYSIA TERENGGANU**

  
.....  
**PROF. IR. DR. NOOR AZUAN ABU OSMAN**  
Exercising the functions of  
the Vice Chancellor

Signed for and on behalf of  
**UNIVERSITI TENAGA NASIONAL**

  
.....  
**DATO' PROF. IR. DR. KAMAL  
NASHARUDDIN MUSTAPHA**  
Vice Chancellor

In the presence of:

  
.....  
**PROF. DR. FAUZIAH ABU HASAN**  
Assistant Vice Chancellor  
(Corporate Affair and Industrial  
Linkage)

In the presence of:

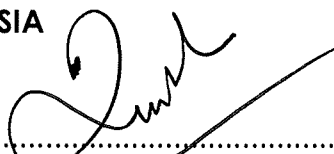
  
.....  
**PROF. DR. SITI SALBIAH MOHAMED  
SHARIFF**  
Deputy Vice Chancellor  
(Academic & Research)

Signed for and on behalf of  
**UNIVERSITI TEKNOLOGI MARA**

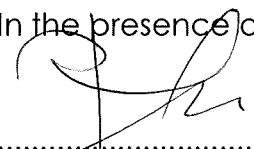
  
.....  
**PROF. DR. HAJI AZIZAN BIN ABDULLAH**  
Deputy Vice Chancellor  
(Entrepreneurship)

Assistant  



Signed for and on behalf of  
**INTERNATIONAL ISLAMIC UNIVERSITY  
MALAYSIA**

  
.....  
**PROF. EMERITUS TAN SRI  
DATO' DZULKIFLI ABDUL RAZAK**  
Rector

In the presence of:

  
.....  
**PROF. MADYA DR. ROHANA BINTI NGAH**  
UiTM Project Leader

In the presence of:

  
.....  
**PROF. DR. RATNAWATI MOHD ASRAF**  
Director, Research Management  
Centre

## Schedule A

### **THE RESEARCH COLLABORATION PROJECT** (shall be formed as part and parcel of the Agreement)

#### **Project Details**

<b>NO.</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
1.	Project Description	Digital entrepreneurship is a rising niche of entrepreneurship that is the usage of digital means to conduct business either fully or partially digitalized. The globalization era is driving forward the entrepreneurship to be more digitalized, and the highest penetration towards digital entrepreneurship is among the youth people mainly 18 – 40 years old as they are more engaged and technology literate. As for the situation in the state of Terengganu, Malaysia, the awareness and activity of digital entrepreneurship is in the development stage. Although, the agencies and public departments have been introduced over the last three (3) – four (4) years, such as MDEC and MCMC. Thus, with the combination of expertise from four (4) universities, the developmental projects such as profiling of the entrepreneurs and the other projects that could facilitate of creating more digital entrepreneurs in near future.
2.	Project Objectives	<p>The main objective of this study is to facilitate a better ecosystem for enabling digital entrepreneurship. In order to achieve this main objective, the following sub-objectives need to be fulfilled which are:</p> <p><b>1) UMT</b></p> <p>a) To conduct a profiling survey of the digital entrepreneurs in Setiu, Terengganu; and</p> <p>b) To develop a kick-starter workshop / knowledge transfer program for nurturing entrepreneurship.</p>

		<p><b>2) UNITEN</b></p> <ul style="list-style-type: none"> <li>a) To conduct a profiling survey of the digital entrepreneurs in Setiu / Kuala Terengganu, Terengganu;</li> <li>b) To conduct technological readiness assesment for the digital tools system.</li> <li>c) To develop digital tools system requirement.</li> </ul> <p><b>3) UiTM</b></p> <ul style="list-style-type: none"> <li>a) To conduct a profiling survey of the digital entrepreneurs in Dungun and Kemaman, Terengganu.</li> <li>b) To develop a kick-starter workshop / knowledge transfer program for nurturing entrepreneurship.</li> </ul> <p><b>4) IIUM</b></p> <ul style="list-style-type: none"> <li>a) To conduct a profiling survey of the digital entrepreneurs in Kuala Nerus, Terengganu.</li> <li>b) To develop a kick-starter workshop / knowledge transfer program for nurturing entrepreneurship.</li> <li>c) To carryout technological readiness assesment for the digital entrepreneurship platform</li> </ul>
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## Schedule B

### **GROUP OF RESEARCHERS**

(shall be formed as part and parcel of the Agreement)

**Project Title: "Profiling Among Youth In Setiu Terengganu, Malaysia Towards The Empowerment of Digital Entrepreneurship".**

<b>NO.</b>	<b>LIST OF RESEARCHERS</b>	<b>FIELD</b>	<b>FACULTY/SCHOOL/CENTRE/UNIT</b>
1.	Dr. Zaleha binti Mohamad <b>(Project Leader)</b>	Business Administration (Entrepreneurship)	School of Maritime Business and Management, Universiti Malaysia Terengganu.
2.	Prof. Dr. Fauziah Hj. Abu Hasan	Economics	School of Social and Economics Universiti Malaysia Terengganu
3.	Assoc. Prof Dr. Mohd Nizam bin Lani	Food Science and Safety	School of Food Science and Technology, Universiti Malaysia Terengganu
4.	Dr. Noorhaslinda binti Kulub	Economics	School of Social and Economics Development, Universiti Malaysia Terengganu
5.	Assoc. Prof. Dr. Mustafa Bin Man	Computer Science	School of Maritme Informatics and Applied Mathematics, Universiti Malaysia Terengganu
6.	Dr. Roseliza binti Mat Alipiah	Economics	School of Social and Economic Development, Universiti Malaysia Terengganu



**Project Title: “Demystifying requirements for digital technologies: (A case study on fishing communities in Terengganu, Malaysia)”.**

NO.	LIST OF RESEARCHERS	FIELD	FACULTY/SCHOOL/CENTRE/UNIT
1.	Assoc. Prof. Dr. Wahidah Hashim <b>(Project Leader)</b>	Telecommunication Engineering	Institute of Informatics & Computing in Energy, UNITEN
2.	Dr. Faridah Hani Mohamed Salleh	Software Engineering	College of Computer Science & Information Technology, UNITEN
3.	Pn. Husni Mohd Radzi	Language & Social Sciences	College of Computer Science & Information Technology, UNITEN
4.	Pn. Zurina Ismail	Marketing & Entrepreneur Development	College of Business Management & Accounting, UNITEN

**Project Title: "Profiling Among Youth In Dungun and Kemaman, Terengganu, Malaysia Towards The Empowerment of Digital Entrepreneurship".**

<b>NO.</b>	<b>RESEARCHERS</b>	<b>FIELD</b>	<b>FACULTY/SCHOOL/CENTRE/UNIT</b>
1.	Assoc. Prof .Dr. Rohana bt Ngah <b>(Project Leader)</b>	Entrepreneurship	MASMED
2.	Assoc. Prof .Dr. Zarina bt. Salleh	Entrepreneurship	MASMED
3.	Dr. Mohd. Ali Bahari bin Abdul Kadir	Entrepreneurship	MASMED
4.	Noor Faizah bt. Mohd Lajin	Entrepreneurship	MASMED
5.	Hajah Zanariah bt. Zainal Abidin	Entrepreneurship	MASMED
6.	Dr. Rosman Mahmood	Entrepreneurship	UiTM Dungun
7.	Dr. Norazamina Mohamed	Entrepreneurship	UiTM Dungun
8.	Assoc. Prof Ts Dr. Mazidah Puteh	Entrepreneurship	UiTM Dungun
9.	Dr. Ahmad Sufian Mohd. Zahari	Entrepreneurship	UiTM Dungun
10.	Dr. Md. Noh Ab Majid	Entrepreneurship	UiTM Dungun
11.	Dr. Zuriati Ahmad	Entrepreneurship	UiTM Dungun

**Project Title: "Sustainable Development Goals for Digital Entrepreneurship – technological requirements beyond computers and internet access".**

NO.	RESEARCHERS	FIELD	FACULTY/SCHOOL/CENTRE/UNIT
1.	Assoc. Prof. Dr. Ir Ahmad Fadzil Ismail <b>(Project Leader)</b>	Telecommunication Engineering	Dept of Electrical & Computer Engineering, Kulliyah of Engineering, IIUM
2.	Dr. Khairayu Badron	Telecommunication Engineering	Dept of Electrical & Computer Engineering, Kulliyah of Engineering, IIUM
3.	Dr. Rizal Bin Mohd. Nor	Distributed Computing	Kulliyah of Information and Communication Technology, IIUM
4.	Dr. Mimi Aminah Wan Nordin	Technology Entrepreneurship	Dept of Electrical & Computer Engineering, Kulliyah of Engineering, IIUM