

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA

AND

MALAYSIAN PALM OIL BOARD

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**ON COOPERATION IN THE FIELD OF INDUSTRIAL TRAINING
ATTACHMENT AND RESEARCH COLLABORATION**

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THIS MEMORANDUM OF UNDERSTANDING is made and entered into.....this day of..... 2012

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA (hereinafter referred to as “**UTHM**”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at 86400 Parit Raja, Batu Pahat, Johor Darul Ta’zim, Malaysia and shall include its lawful representatives and permitted assigns;

AND

MALAYSIAN PALM OIL BOARD (hereinafter referred to as “**MPOB**”), a body corporate established under Malaysian Palm Oil Board Act 1998 (Act 582), and having its business address at No. 6, Persiaran Institusi, Bandar Baru Bangi, 43000 Kajang, Selangor Darul Ehsan and shall include its lawful representatives and permitted assigns;

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MPOB and **UTHM** shall hereinafter referred to singularly as “**the Party**” and collectively as “**the Parties**” as the case may be.

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WHEREAS

A. UTHM is an established University which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to compliment its educational excellence. **UTHM** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.

B. MPOB is a government agency under the purview of the Ministry of Plantation Industries and Commodities in Malaysia, its main role being to carry out

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research and development and to develop national objectives, policies and priorities to promote the Malaysian palm oil industry.

- 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 AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

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 in each Party's country, will endeavour to strengthen, promote and develop research, technical co-operation and community services between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from to time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

- (a) Implement of industrial study project;
- (b) Collaboration involving industrial research work; and

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(c) Any other areas of co-operation to be mutually agreed upon by the Parties.

2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, this Memorandum of Understanding will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute” as contained in **Annexure A** of this Memorandum of Understanding.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V

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 VI

ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on _____ and will remain in effect for a period of **THREE (3)** years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
3. Notwithstanding clause 1 and 2 above, either Party may, by giving three (3) months' prior notice to the other Party (the "Notice Period"), terminate this Memorandum of Understanding without having to give any reason whatsoever, and upon expiry of the said notice, this Memorandum of Understanding shall be deemed to have been terminated and shall have no further effect whatsoever.

ARTICLE VII

NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **+607- 453 7878 for UTHM or +603- 8925 9446 for MPOB** as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

**To: Dean
Faculty of Mechanical & Manufacturing Engineering
Universiti Tun Hussein Onn Malaysia
Parit Raja, 86400 Batu Pahat
Johor
Tel no. : +607- 453 7819
Fax no. : +607- 453 7878
Email address : yusri@uthm.edu.my**

**To: Malaysian Palm Oil Board
6, Persiaran Institusi
Bandar Baru Bangi
43000 Kajang
Selangor Darul Ehsan
Tel no. : +603 - 87694400
Fax no. : +603 - 89259446
Attn: Director of Biology**

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ARTICLE VIII

SCHEDULES

The Schedules and/ or Annexure to this Memorandum of Understanding shall commence and be construed as an integral part of this Memorandum of Understanding.

The foregoing record represents the understandings reached between the **UNIVERSITI TUN HUSSEIN ONN MALAYSIA** and the **MALAYSIAN PALM OIL BOARD** upon the matters referred to therein.

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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.

Signed by]
For and on behalf of]
Universiti Tun Hussein]
Onn Malaysia] **Professor Dato' Dr. Mohd Noh Dalimin**
Vice Chancellor

In the presence of

.....
Encik Sulam bin Hamid
Registrar

Signed by]
For and on behalf of]
Malaysian Palm Oil Board]
Datuk Dr. Choo Yuen May
Director General

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In the presence of

.....
Dr. Ahmad Kushairi Din
Deputy Director-General
(Research and Development)

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ANNEXURE A

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any 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 the terms to be mutually agreed upon; 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.

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Agreement or any other agreements made pursuant to this Memorandum of Agreement.

2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.