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| DRAFT6 / 12 / 2022 |

PROJECT AGREEMENT

**BETWEEN**

**UNIVERSITI KEBANGSAAN MALAYSIA**

**AND**

**…………………………………………………**

This Project Agreement (hereinafter referred to as the “Agreement”) is made on **..........................** 2022.

**BETWEEN**

**UNIVERSITI KEBANGSAAN MALAYSIA** (hereinafter referred to as “**UKM**”), an institution of higher learning established under the Universities and University Colleges Act 1971 in Malaysia [Act 30] and having its registered address at 43600 UKM Bangi, Selangor Darul Ehsan, MALAYSIA and shall include its lawful representatives and permitted assigns; of one Part.

**AND**

**……………………………………** (hereinafter referred to as “**……………….**”), an institution of higher learning established under the Universities and University Colleges Act 1971 in Malaysia [Act 30] and having its registered address at **…………………………**, **…………….………**, MALAYSIA and shall include its lawful representatives and permitted assigns; of the other Part.

(**UKM** and **............**  hereinafter referred to singularly as “the Party” and collectively as “the Parties”),

# WHEREAS

1. UKM is one of five research universities in Malaysia with a strategic direction to be the regional leader in research and academic excellence. In taking initiatives to enhance its research and academic excellence, UKM has entered into various collaborative arrangements with other parties to improve its research collaborations.
2. UKM owns Faculty of Medicine which having its address at Jalan Yaacob Latif, Bandar Tun Razak, 56000 Cheras, Kuala Lumpur, Malaysia and for the purpose of this Agreement, UKM will be represented by its Faculty of Medicine.
3. **…………………………………** (hereinafter referred to as “**………..**”) and for the purpose of this Agreement, **……………………** will be represented by **……….**
4. **……………** is as referral centre for **............................** with the high volume of patient and multiple specialty provided it has become a training centre for undergraduate and post-graduate students.
5. The Parties are desirous of entering into this Agreement to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties;

**THE PARTIES HAVE AGREED** as follows:

**ARTICLE I**

**OBJECTIVE**

The Parties, subject to the terms of this Agreement and the laws, rules, regulations and national policies from time to time in force in each Party’s country, will endeavour to jointly develop a close-working relationship in the research entitled “**PLEASE BOLD THE TITLE OF THE STUDY**” (hereinafter referred to as the “Project”) as spell out in the research protocol attached as **Appendix A** on the basis of equality and mutual benefit.

**ARTICLE II**

**AREAS OF CO-OPERATION**

Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the Project in their respective countries, endeavour to take necessary steps to encourage and promote co-operation as follows:

(i) **Scientific Aim**

This Project aims **…………………………………………………………………………..……………..**

(ii) **Project Schedule**

The period of this Project between the Parties shall be commenced on **………** until **………….** as provided by the Gantt Chart in **Appendix C**. The Parties may extend the duration of this Agreement based on the approval of the management of the Parties through Supplementary Agreement.

(iii) The Parties agree that the Project shall be non-interventional and shall not interfere, change, add or omit any aspect of patient management and responsibility for the patient (if any).

(iv) Project Leader and Team Members.

1. The Parties agree that the team members of the Project are listed in **Appendix B** to this agreement.
2. The Parties agree that **………………………………….** will be the Project Leader for the purpose of the Project (‘Project Leader’).

**ARTICLE III**

**ROLE AND RESPONSIBILITIES OF PARTIES**

(i) The Parties shall get approval from both side Ethics Committee before conducting this Project.

(ii) UKM shall :

(a) **……………………………………………………….…;**

(b) **………………………………………………………....; and**

(c) **……………………………………………………….....**

(iii) **……** shall :

1. **..................................................................................;**
2. **..................................................................................; and**
3. **...................................................................................**

**ARTICLE IV**

**FUNDING ARRANGEMENTS**

1. The Parties agree that ……………………………… shall provide the budget amounting to Ringgit Malaysia ……………………… for the purpose of the Project as stated in **Appendix C** of this Agreement (hereinafter referred to as the ‘Grant’).
2. The Parties agree that the disbursement of the Grant shall be made according to **Appendix C** of this Agreement and the Parties shall utilise the Grant solely for the purpose of the Project.
3. The Parties shall each bear the costs of discharging their respective responsibilities, including travel and subsistence of personnel and transportation of all equipment and other items for which it is responsible. Further, the obligations of the Parties are subject to the availability of appropriated funds. Should the Party encounter budgetary problems which may affect the activities to be carried out under this Agreement, the Party shall notify in writing and consult with the other Party as soon as possible.
4. The Parties agree to allocate a certain ................... percentage of surcharge from each fund deposited into the UKM account for the purpose of the Project as the Overhead Charge according to **Appendix D** (Hereafter referred to as the "Overhead Charge")."

**ARTICLE V**

**OWNERSHIP OF DATA**

1. The Parties have equal right and jointly own all data and results generated hereunder and shall have the right to obtain and use the data in order to publish the results as provided in Article VIII below, for continuing academic research purposes and for the treatment and medical care.
2. All data and result generated hereunder shall be conveyed to UKM and centralized in UKM. The Parties agree not to provide the data and/or result generated hereunder to any third party without the Project Leader’s prior written notice and permission.
3. If after six (6) months of study completion, a research paper has not been written up and submitted to a journal by the student who involved in this Project (if any and whenever applicable), UKM will assume absolute ownership and shall have the right to submit the manuscript. The Parties shall be informed appropriately.

**ARTICLE VI**

**OWNERSHIP OF FUNDED EQUIPMENT AND ASSETS**

1. Equipment provided by the Party pursuant to this Agreement shall remain the property of that Party. Each Party agrees to return any of the other Party’s equipment in its possession to the other Party at the conclusion of the Project.
2. If any Party use the other Party’s chargeable facilities or equipment, the Party who use it shall bear the cost and pay the other Party.

**ARTICLE VII**

**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 the government or the authorized organization in the Parties’ country.
2. The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph (i) above, the intellectual property rights in respect of any technological development, products and services development, carried out –
4. 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
5. 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.
6. Nothing in this Agreement shall be construed as granting, either expressly or by implication, to the other Party any rights to, or interest in, any inventions or works of a Party or its related entities made prior to the entry into force of, or outside the scope of this Agreement, including any patents (or similar forms of protection in any country) corresponding to such inventions or any copyrights corresponding to such works.
7. Any rights to, or interest in, any invention or work made in the performance of this Agreement solely by one Party or any of its related entities, including any patents (or similar forms of protection in any country) corresponding to such invention or any copyright corresponding to such work, shall be owned by such Party or related entity. Allocation of rights to, or interest in, such invention or work between such Party and its related entities shall be determined by applicable laws, rules, regulations, and contractual obligations.
8. It is not anticipated that there will be any joint inventions made in the performance of this Agreement. Nevertheless, in the event that an invention is jointly made by the Parties in the performance of this Agreement, the Parties shall, in good faith, consult and agree within 30 calendar days as to:

(a) The allocation of rights to, or interest in, such joint invention, including any patents (or similar forms of protection in any country) corresponding to such joint invention;

(b) The responsibilities, costs, and actions to be taken to establish and maintain patents (or similar forms of protection in any country) for each such joint invention; and

(c) The terms and conditions of any license or other rights to be exchanged between the Parties or granted by one Party to the other Party.

1. For any jointly authored work by the Parties, should the Parties decide to register the copyright in such work, they shall, in good faith, consult and agree as to the responsibilities, costs, and actions to be taken to register copyrights and maintain copyright protection (in any country).
2. The Parties shall have an irrevocable royalty free right to reproduce, prepare derivative works, distribute, and present publicly, and authorize others to do so on its behalf, any copyrighted work resulting from activities undertaken in the performance of this Agreement for its own purposes, regardless of whether the work was created solely by, or on behalf of, the other Party or jointly with the other Party.

**ARTICLE VIII**

**RELEASE OF RESULTS AND PUBLICATION POLICY**

1. The Parties retain the right to release public information regarding their own activities under this Agreement. The Parties shall coordinate with each other in advance concerning releasing to the public information that relates to the other Party's responsibilities or performance under this Agreement.
2. The Parties acknowledge that the authorship should rest with scientist(s) most involved in designing and executing the Project, the author(s) should be able to take public responsibility for the content of the publication and defend its criticism. Contributions from person who had little to do with the intellectual content of the publication but provided other kinds of assistance, need not be rewarded with authorship. Such assistance may be acknowledged in the appropriate section of the publication.
3. Unpublished data drawn from other sources should be identified as such and be appropriately credited, with indication that such acknowledgment is with the consent of the person being credited. Unless the data have been updated and the conclusions modified, the same manuscript should not be published in more than one category of publication. An example, a paper published in the proceedings of a workshop should not be published as such in a journal, it may be offered to a journal if its content has changed substantially since it appearance in the workshop proceedings.
4. The author(s) have three main ethical responsibilities in presenting their work for publication:
5. Truthful and complete reporting, which implies accurate and complete description of the observations made and data collected;
6. Truthful acknowledgement of the relation of their work to that of others to allow the reader to objectively evaluate their report; and
7. Adhere to institutional procedures for approval of the manuscript to safe-guard the institution’s scientific reputation.
8. The Parties acknowledge that for any publication arising from the Project, authorship shall be decided by the Project Leader taking into account all involved including ranking of author(s).
9. All manuscript or papers arising from the Project must be sent to the Project Leader and to be endorsed before submission to any publication.

**ARTICLE IX**

**ENTRY INTO EFFECT AND DURATION**

1. The period of this Project shall be commenced on **…………….**  until **………………….** as provided by the Gantt Chart in **Appendix C**.
2. The Project may be renewed for a another period thereafter based upon the mutual agreement of the Parties through planning subsequent activities as may be agreed in writing by the Parties.
3. The Parties may enter into Supplementary Agreement to any collaboration between the Parties which not been mentioned in this Agreement. Additional collaboration(s) shall be mutual agreed and such Supplementary Agreement shall be signed by the authorized representatives of the Parties.
4. The Parties reserve the right to terminate this Project without liability upon thirty (30) days written notice.

**ARTICLE X**

**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 XI**

**NOTICES**

Any communications under this Agreement 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 UKM or **…....….**, 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 UKM:** **Authorized Representative:**

**Deputy Dean of Research and Innovation**

 **c/o Secretariat Research and Innovation**

 Faculty of Medicine Universiti Kebangsaan Malaysia

Jalan Yaacob Latif, Bandar Tun Razak,

56000, Cheras,

Kuala Lumpur.

MALAYSIA

Tel: +603 – 9145 5002/9497/9498

Email: sppi@ppukm.ukm.edu.my

**To ………:**

**Director,**

**.........................................,**

**.........................................,**

**..........................................**

Tel:+603**-...........................,**

Facsimile No: **…………………..**

Email**: ……………………**

**ARTICLE XII**

**SUSPENSION**

1. 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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.
2. Neither the government nor the company shall be in breach of its obligations under this Agreement if it is unable to perform or fulfill any of its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An event of “force majeure” shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean-
3. war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism.
4. ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
5. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
6. natural catastrophe including but not limited to earthquakes, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather;
7. riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the Company or their contractors or the Government which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;
8. pandemic or epidemic; or
9. any other unforeseeable event which fulfills the criteria as set forth below:
10. beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;
11. which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected Party having taken all reasonable precautions and due care;

**ARTICLE XIII**

**CONSULTATON AND SETTLEMENT OF DISPUTES**

The Parties agree to consult promptly with each other on all issues involving interpretation, implementation, or performance of the Agreement. An issue concerning the interpretation, implementation, or performance of this Agreement shall first be referred to the appropriate points of contact named above for the Parties. If they are unable to come to agreement on any issue, shall be settled amicably through mutual negotiations.

**ARTICLE XIV**

**CONFIDENTIALITY**

The Parties shall undertake to observe the confidentiality of documents, information and other data received or supplied to the other Party during the period of this Agreement. The Parties agree that the provisions of this clause shall continue to be binding for a period to be agreed upon between the Parties notwithstanding termination of this Agreement.

**ARTICLE XV**

**TIME**

Time whenever mentioned shall be the essence of this Agreement.

**ARTICLE XVI**

**STAMPING COST**

……………… shall bear the stamp duty payable on this Agreement together with any penalty payable due to late of stamping on this Agreement.

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

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first stated above.

For and On behalf of:

**UNIVERSITI KEBANGSAAN MALAYSIA**

**PROF. DR. TAN GEOK CHIN** ]

Deputy Dean (Research and Innovation) ]

Faculty of Medicine ]

Universiti Kebangsaan Malaysia ] ……………………………………

In the presence of:

Name]

Principal Investigator ]

Department of ………….. ]

Faculty of ……………….. ]

Universiti Kebangsaan Malaysia ] ………………………………………

For and on behalf of:

**………………………………………………**

**……………………………………..…..…** ]

……………………………………...…..… ]

………………………………………….… ]

……………………………………………. ] …………………………..…………

In the presence of:

**…………………………………………..** ]

………………………….…………..….. ]

………………………….…………..….. ]

…………………………………………. ] ………………………….……….…

**Appendix A ( Research Protocol )**

*[Article I]*

( **Kindly insert** )

**Appendix B ( Project Leader and Team Members )**

*[Article II (iv)]*

( **Kindly insert** )

**Appendix C ( Gantt Chart and Study Budget )**

*[Article II (ii), Article IV (i) (ii), Article IX (i)]*

( **Kindly insert** )

**Appendix D ( Overhead Charge )**

*[Article IV (iv)]*

|  |  |
| --- | --- |
| Decription | Percentage (%) |
| Clinical Trial Project | 10%  |
| Non-Clinical Trial Project | Maximum 15%  |