

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**PLUS MALAYSIA BERHAD**

**AND**

**UNIVERSITY OF MALAYA**

This Memorandum of Understanding is made on the 23 day of JUNE 2015.



BETWEEN

**PLUS MALAYSIA BERHAD**, having its registered address at Menara Korporat, Persada PLUS, Persimpangan Bertingkat Subang, KM15, Lebuhraya Baru Lembah Klang, 47301 Petaling Jaya, Selangor Darul Ehsan (hereinafter referred to as "PMB" of the first part);

AND

**UNIVERSITY OF MALAYA**, having its address at Lembah Pantai, 50603 Kuala Lumpur (hereinafter referred to as "UM" of the second part).

Parties of the first and second parts shall be referred to singularly as "PARTY" and collectively as "PARTIES".

**WHEREAS:**

- A. PMB and UM agree to foster into academic partnership, collaboration and research cooperation between the Parties on the economic impact of Malaysian highways as well as on human behaviour and its relation to road safety and accidents ("Collaboration");
- B. Parties agree to enter into this Memorandum of Understanding ("Memorandum") to record Parties' understanding in relation to the Collaboration.

**NOW IT IS HEREBY AGREED** as follows:

**1.0 OBJECTIVES**

- 1.1 The objective of this Memorandum is to record and form the basis of agreement between the Parties in relation to the cooperation within the parameters envisaged under this Memorandum.

1.2 Both Parties agree that their cooperation will include, but not be limited to the following areas:

- a. To promote co-operation between the Parties in research and development on the economic impact of Malaysian highways, human behaviour and its relation to road safety and accidents and collaboration activities through co-operative research, research contracts, consultancy and industrial attachment;
- b. Reciprocal exchange of and visits by both Parties academic and administrative staff and student for research, training and discussion;
- c. To engage in joint research activities and joint publications;
- d. To facilitate the exchange of information including, but not limited to, (taking into consideration pre-existing rights, contracts and confidentiality agreements) academic materials and research publications;
- e. To initiate joint research and training programs; and
- f. To share other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties.

(hereinafter referred to as the "Cooperation").

## **2.0 RELATIONSHIP BETWEEN THE PARTIES**

- 2.1 Nothing in this Memorandum is intended to be legally binding on either Party except for the obligation of confidentiality as stated under Clause 7 below.
- 2.2 Nothing in this Memorandum shall be deemed either expressly or impliedly to constitute a partnership between the Parties hereto nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of the other Party unless and until an agreement is executed between Parties to effect the partnership.

### **3.0 OTHER PROVISIONS**

- 3.1 Both Parties agree that this Memorandum shall be identified as the principal document of any program agreement executed between both Parties.
- 3.2 Any conditions related to the implementation of the activities referred in this Memorandum will be negotiated by both Parties. The Parties further agree to enter into a written document prior to commencing the activities. The written document to be executed by the Parties may be deemed as a binding document subject to mutual agreement between both Parties.
- 3.3 Both Parties understand and agree that all financial, project details and legal arrangements and terms and conditions will have to be negotiated on fair and reasonable terms and will depend on the availability of funds. Any formal activity shall be set up under required contractual and financial regulation procedures of both Parties and requirements of funding organisations as and when these become relevant.

### **4.0 TERM**

- 4.1 This Memorandum shall be effective for a period of two (2) years from the date of this Memorandum ("Term") and may be extended for a further period of one (1) year commencing at the expiration of the Term, unless earlier terminated by the Parties.
- 4.2 Notwithstanding of Clause 4.1 above, either Party may terminate this Memorandum by issuing a prior three (3) months written notice to the other Party of its intent to do so.

### **5.0 FINANCIAL ARRANGEMENT**

- 5.1 The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this Memorandum, including without limitation to its own travelling and accommodation costs and expenses.



## **6.0 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 6.1 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.
- 6.2 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of Malaysia.

## **7.0 CONFIDENTIALITY**

- 7.1 Each Party undertakes that it will not divulge or communicate to any third party any information disclosed to them in the course of the collaboration and all announcements, press releases and promotions on the Cooperation shall be jointly prepared and approved by the Parties.
- 7.2 Each Party shall each undertake to observe the confidentiality and secrecy of all documents, information and other data received or supplied to the other at all times during the period of the implementation of this Memorandum ("Confidential Information"), unless required by the laws to do so in which prior notice in writing is to be provided to the other Party.
- 7.3 The Parties hereby agrees and undertakes that all Confidential Information shall be received and maintained in confidence and shall not be disclosed to any third party whatsoever except to the extent specifically permitted by this Memorandum.
- 7.4 The Parties shall, during and after the term of this Memorandum, well and truly keep all information and findings arising from this Memorandum. Both Parties shall not publish or disclose any information or finding or suffer or permit the same to be published or disclosed to any person or persons whatsoever without the permission in writing of the other first having been obtained, and such permission not to be unreasonably withheld.
- 7.5 Both Parties agree that the foregoing obligations of confidentiality and non-disclosure of this Memorandum shall continue to be binding and shall survive the term of this Memorandum until and/or unless the following situations occur:

- (a) if the information has become part of public domain by means other than a breach of this clause by either Party; or
- (b) if the information becomes available to either Party from a source which is not prohibited from disclosing such Information by contractual, legal or fiduciary duty; or
- (c) if the information is required to be disclosed pursuant to a court order in any legal proceeding or its equivalent or under any law.

## **8.0 AMENDMENTS AND PROVISIONS**

- 8.1 The provisions of this Memorandum may be amended at any time subject to written mutual consent by both Parties.

## **9.0 DISPUTE**

- 9.1 Any differences or disputes between the Parties arising out of the interpretation or implementation or application of any of the provisions of this Memorandum shall be settled amicably through mutual consultation or negotiation between the Parties. Any dispute, controversy, or claim arising out of or relating to this Memorandum, for the breach, termination, or validity thereof which is unable to be resolved by mutual agreement of the Parties will be settled by arbitration in accordance with the Rules of Arbitration in force in Malaysia as at the date of dispute. The party desiring to invoke arbitration shall give written notice to the other party invoking arbitration. The arbitration shall be conducted by a single arbitrator selected in accordance with the aforementioned rules. The arbitration award will be final and binding upon both parties (but not upon third parties), and not subject to appeal.

## **10.0 NOTICES**

- 10.1 All notices which required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Memorandum or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause.

10.2 Any notice may be delivered personally or by registered post, telex or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered and if by registered post 72 hours after posting and if by telex or facsimile transmission when dispatched.

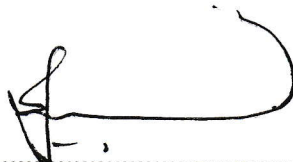
**11. LAW**

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

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**IN WITNESS WHEREOF** the parties have executed this Memorandum of Understanding on the day, month and year first abovementioned:

Signed by )  
for and on behalf of )  
**PLUS MALAYSIA BERHAD** )  
(Company No. 923639-A) )



.....  
**DATO' NOORIZAH HJ ABD HAMID**  
Managing Director/Chief Executive Officer

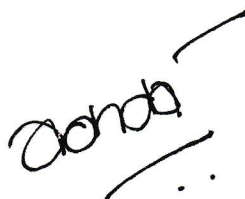
In the presence of:-



.....  
Name: **NOOR MAZA AHMAD**

Designation: **HEAD, LEGAL & SECRETARIAL DEPT.**

Signed by )  
for and on behalf of )  
**UNIVERSITY OF MALAYA** )



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**PROF DATO' DR. MOHD AMIN JALALUDIN**  
Vice Chancellor

In the presence of:-



.....  
Name: **PROF. DR. NOORSAADAH ABD RAHMAN**

Designation: **ACTING DEPUTY VICE-CHANCELLOR**