 **[ABC’s logo]**

**COLLABORATION AGREEMENT**

**between**

**UNIVERSITI SAINS ISLAM MALAYSIA**

**(USIM)**

**and**

**ABC**

**THIS COLLABORATION AGREEMENT** is made on this day of , 2018 (“Agreement”);

**BETWEEN**

**UNIVERSITI SAINS ISLAM MALAYSIA**, a public institution of higher learning established under the Universities and University Colleges Act 1971 with its address at Bandar Baru Nilai, 71800 Nilai, Negeri Sembilan, Malaysia (hereinafter referred to as “**USIM**”), of the one part,

AND

**ABC,** a ● which incorporated under ● with its address at ● (hereinafter referred to as “**ABC**”), of the other part.

(**USIM** and **ABC**, shall hereinafter referred to collectively as “Parties” and individually as “Party”, where the context so requires).

WHEREAS:

1. **USIM** is an established university which strives to enhance and strengthen its core activities of developing new technologies, strengthening existing knowledge and integrating Islamic core values and has taken various initiatives to complement its educational excellence by entering into various collaborative arrangements with other parties to enhance its position as a multidisciplinary Islamic university with its core strengths in education, research, services and producer of the Islamic ummah human capital.
2. **ABC** is ●.
3. Following several discussions, **USIM** is desirous of collaborating with **ABC** for **●** as both Parties are of the view that there are synergistic benefits to be derived by both Parties through sharing and developing knowledge and expertise in connection to the thereto.
4. **USIM** and **ABC** hereby desirous to formalize the abovementioned synergy by entering this Agreement subject to the agreed terms and conditions in connection as stipulated herein.

**THE PARTIES NOW FURTHER AGREE** as follows:

**1.0 OBJECTIVE**

●

**2.0 PERIOD**

This Agreement shall become effective on [●], and continue thereafter for [●] years. This Agreement may be extended by mutual agreement in writing signed by the Parties.

**3.0 PARTIES’ RESPONSIBILITIES AND COST**

The Parties agree that the responsibilities of the Parties in carrying out the Project shall be as follows:

3.1 USIM’s responsibilities:

 (a)

 (b)

 (c)

 (d)

3.2 ABC’s responsibilities:

 (a)

 (b)

 (c)

 (d)

**4.0 PARTIES’ UNDERTAKING AND WARRANTY**

4.1 To enable the successful implementation of this collaboration, the Parties agree that they shall co-operate and assist each other and shall provide all the reasonable information and documents required by the other Party.

4.2 Each Party agrees to indemnify and keep indemnified the other Party from and against any loss, damage or liability (whether civil or criminal) suffered and legal fees and cost incurred by the other Party resulting from any breach of obligations by such Party under this Agreement.

**5.0 TERMINATION**

5.1 **Termination for Convenience.** Either Party may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice in writing to the other Party.

5.2 **Breach of Agreement.** If either Party fails to meet any of its material obligations under this Agreement and fails to remedy such failures within thirty (30) days after receipt of written notice from the other party, the non-breaching Party(ies) may terminate this Agreement by giving thirty (30) days written notice.

5.3 **In liquidation**. The aggrieved Party shall be entitled to immediately terminate this Agreement if:

1. the other Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts;
2. the other Party enters any arrangement or composition with its creditors generally, or receiver or manager is appointed; or
3. the other Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction.

5.4 **Continuing Rights**

1. The rights given by this Clause 5 to the Parties to terminate this Agreement shall not prejudice any other right or remedy by one Party against the others in respect of any antecedent breach.
2. The Parties also agree that upon any termination of this Agreement, the Parties will discuss in good faith to ensure that such termination will not materially affect the existing students which have undergone the Program.

**6. Intellectual Property**

6.1 The Parties acknowledge that during the continuance of this Agreement, there may be exchanges of documents between them to ensure the successful implementation of this collaboration which may contain respective Party’s intellectual properties including but not limited to such materials, modules, working papers, patents, trademarks, service marks, trade names, registered designs, designs, copyrights and other forms of intellectual or industrial property, know-how, inventions, drawings, discoveries, improvements, specifications, source code, object code, programming, formulae, confidential or secret processes and trade secrets, and any other protected rights and assets, and any licenses and permissions in connection therewith, in each case in any part of the world and whether or not registered or registerable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing, in respect of which the Parties hereby agree that such intellectual properties or/and copyrights shall remain the property of their respective owner.

6.2 The existing materials created and owned by each Parties prior to the commencement and implementation of this Agreement shall remain the property of their respective owner. In relation to this, all Parties have the right to use their existing materials to deal with other external parties and to run any project(s) that is not within the scope of this Agreement.

* 1. The use of the name, logo and /or official emblem of any of the Parties as the case may be, or any publication, documents and/or paper is prohibited without the prior written approval of either Party.
	2. All rights, titles and interests over the new intellectual property which are solely generated shall be solely owned by the respective Party and if jointly generated, shall be jointly owned by **USIM** and **ABC**. The Parties agree that in the event of any commercialization of such new intellectual property, the profit from such commercialization shall be distributed at a ratio to be determined by the Parties of which its proportion shall be based on actual contribution of the respective Parties to the project. The Parties also acknowledge and agree that a separate contract document(s) shall be entered into between **USIM** and **ABC** in relation to such commercialization.

**7. Force Majeure.**

7.1 Neither Party shall be deemed to be in breach of this Agreement if it is unable to carry out any provision of it for any reason beyond its control including (without limiting the generality of the foregoing) acts of God, legislation, fuel shortages, war, fire, flood, drought, failure of power supply embargo, civil commotion and employee action.

7.2 Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event of force majeure.

7.3 Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Agreement and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the Agreement.

7.4 Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

7.5 An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay validation fees and other payments in a timely manner which occurred prior to the occurrence of that event.

**8. ASSIGNMENT**

Neither Party shall assign or transfer or permit the assignment or transfer of this Agreement or delegate or permit the delegation of their rights and obligations under this Agreement without prior written consent of both Parties.

**9. COMMUNICATIONS**

Any notice, notification, communication or transfer of any documents required or permitted to be given to a party hereto shall be done in writing to the following address :-

For **USIM:**

[Address] ,

 Attention : ●

Telephone : ●

Telefax : ●

Email : ●

For **ABC**:

[Address]

 Attention : ●

Telephone : ●

Telefax : ●

Email : ●

**10. CONFIDENTIALITY**

10.1 A Party shall not, without the prior written approval of the other Party, disclose the other Party’s Confidential Information to any person.

10.2 “Confidential Information” as used in this Agreement shall mean, to the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other. Each party will use reasonable efforts to prevent the disclosure of any of the other party’s Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient party’s obligation shall not apply to information that:

(a) is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;

(b) is already in the recipient party’s possession at the time of disclosure thereof;

(c) is or later becomes part of the public domain through no fault of the recipient party;

(d) is received from a third party having no obligations of confidentiality to the disclosing party;

(e) is independently developed by the recipient party; or

(f) is required by law or regulation to be disclosed.

10.3 In the event that information is required to be disclosed pursuant to subsection (f) and to the extent authorized by the law, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

**11. Dispute Resolution.**

11.1 Any dispute between the Parties arising out of any matter relating to this Agreement which cannot be resolved by the named contacts in respect of the collaborative arrangements referred to in this Agreement shall be referred to a Senior Officer (or equivalent) of each of the Parties.

11.2 If, following such escalation as provided for in Clause 11.1, the Parties are unable to resolve the matter within 15 working days then, then either Party may seek resolution of the same by way of initiating legal action in court.

**12. AMENDMENT**

No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party’ representative and the variation or amendment if it is made in accordance with this section shall be read in and construed as part of this Agreement.

**13. ENTIRE AGREEMENT**

This Agreement constitutes the full and complete understanding of the Parties regarding the subject matter of this Agreement. No modification, alteration of or addition to this Agreement shall be effective to bind the parties unless it shall be in writing, signed by the parties or their authorized representatives.

**14. NO PARTNERSHIP**

The relationship of the Parties under and consequent to this Agreement shall be limited to the matters herein contained and nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties as a partnership, association or other relationship in which either Party may be liable for the acts or omissions of the other Party, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of the other Party.

**15. GOVERNING LAW**

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

**16. COUNTERPARTS**

This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

*\*\*\* The remainder of this page is intentionally left blank \*\*\**

IN WITNESS WHEREOF the Parties have hereunto set their hands the day and year first above written.

FOR AND ON BEHALF OF ]

**UNIVERSITI SAINS ISLAM MALAYSIA** ]

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**PROF. DATO’ DR. MUSA AHMAD**

Vice Chancellor

USIM

In the presence of

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 ] **MUHAMMAD HAIZUAN ROZALI**

 ] Registrar

 ] USIM

FOR AND BEHALF OF ]

**ABC** ]

 ]

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] ...........................................................

 **[NAME]**

 [Position]

 [I/C No]

In the presence of ]

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**[NAME]**

 [Position]

 [I/C No]