

DATED THIS 1 DAY OF 01 2016



UMS
UNIVERSITI MALAYSIA SABAH

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

UNIVERSITI MALAYSIA SABAH

THIS AGREEMENT is made on this day of 2016

BETWEEN

THE GOVERNMENT OF MALAYSIA who for the purpose of this Agreement is represented by the Ministry of Health Malaysia (hereinafter referred to as "**MOH**") having its address at Block E7, Parcel E, Pusat Pentadbiran Kerajaan Persekutuan, 62590 Putrajaya (hereinafter referred to "**the Government**") of the one part,

AND

UNIVERSITI MALAYSIA SABAH an institution of higher learning established under the Universities and University Colleges Act 1971 and having its registered address at Jalan Universiti Malaysia Sabah, 88400 Kota Kinabalu, Malaysia (hereinafter referred to as "**UMS**") of the other part.

The **Government** and **UMS** may individually be referred to as "Party" or collectively as "the Parties".

WHEREAS;

- A. **UMS** owns Faculty of Medicine and Health Sciences (hereinafter referred to as "**FPSK**") which has its address at Jalan Universiti Malaysia Sabah, 88400 Kota Kinabalu, Malaysia
- B. The **Government** through **MOH** owns and operates healthcare facilities where **MOH** medical officers/specialists who are undergoing postgraduate clinical training may carry out research projects; and
- C. **FPSK** is desirous to send their postgraduate master students who are **MOH** medical officers/ specialists to **MOH** healthcare facilities to carry out research projects.

Terkecuali daripada Duti Setem/ Duti sebanyak RM diremitkan oleh Pengecualian Am Seksyen 35 Jadual 1 Perenggan 1 Akta Setem 1949 Timb. Pemungut Duti Setem, Wargasa Maju, LHDN/W.01/14WM/42/68-
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NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 Definition

In this Agreement, unless the context otherwise requires:

“healthcare facilities” means hospitals, health clinics, institutions or laboratories;

“Principal Investigator” means a **MOH** medical officer/ specialist who is undergoing a postgraduate/ subspecialty clinical training at **FPSK** and who carries out the research project at **MOH** healthcare facilities;

“Project Leaders” means supervisors to Principal Investigator both from the **FPSK** and/or **MOH**;

“research project” means a research project undertaken by a Principal Investigator in **MOH** health care facilities.

1.2 Grammatical variations, gender and number

1.2.1 Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variations and cognate expressions of the word or expressions so defined.

1.2.2 Words and expressions importing the masculine gender include females.

1.2.3 Words and expressions in the singular include the plural, and words and expressions in the plural include the singular

2. SCOPE

UMS has requested that its postgraduate students at **FPSK** who are **MOH** medical officers/specialists be allowed to conduct research in the **Government’s** healthcare facilities and the **Government** has agreed to allow

its medical officers/specialists who are enrolled into **FPSK** for the postgraduate clinical training programme to conduct research in the **MOH's** healthcare facilities

3. OWNERSHIP OF DATA

3.1 The Parties shall have equal rights to own all data generated from the research projects and use the data for the advancement of medical sciences.

3.2 All data generated from the research projects shall be kept in both **FPSK** and **MOH**.

4. DISCLOSURE OF DATA, RESULTS AND RESEARCH FINDINGS

4.1 Where the data, results or research findings, of a research project have been designated as confidential data by the **Government**, **UMS** shall not inform, announce or disclose to any third party other than the **Government** authorities, any data, results or research findings obtained through the implementation of this Agreement, unless written approval is obtained from the **Government**.

4.2 Where the data, results or research findings of a research project have been designated as confidential data by the **UMS**, the **Government** shall not inform, announce or disclose to any third party other than the **Government** authorities, any data results or research findings obtained through the implementation of this Agreement, unless written approval is obtained from **UMS**.

5. PUBLICATION

5.1 The Parties, subject to clause 4, retain the right to release data, results or research findings, other than personally identifiable information of individuals of the research projects to any third parties for non-commercial purposes.

- 5.2 The Parties shall consult with each other in advance concerning the release of data, results or research findings of the research projects to any third parties.
- 5.3 The authorship of any publication arising from the research projects shall be decided by the Project Investigator and the Project Leader, taking into account all persons involved including ranking of authors.
- 5.4 Submission of manuscripts/ abstracts/ reports to a journal or scientific meeting is to be done after the approval of the Director General of Health, **MOH** and the Dean of Medical Faculty, **UMS**.

6. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of Malaysia.
- 6.2 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.
- 6.3 Notwithstanding anything in paragraph 6.1 above, the intellectual property rights in respect of any technological development, products and services development, carried out –
- (a) 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
 - (b) 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.

7. REVISION, MODIFICATION AND AMENDMENT

- 7.1 Either Party may request in writing a revision, modification or amendment of all, or any part of this Agreement.
- 7.2 Any revision, modification or amendment agreed to by the parties shall be reduced into writing and shall form part of this Agreement.
- 7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, modification or amendment shall not prejudice the rights and obligation arising from or based on this Agreement before or up to the date of such revision, modification or amendment.

8. ENTRY INTO EFFECT AND DURATION

- 8.1 This Agreement shall come into force on the date of signing and shall remain in force unless terminated by either Party pursuant to paragraph 8.2.
- 8.2 Either party may terminate this Agreement by giving a three months written notice to the other party.

9. NOTICES

- 9.1 Any notice required by this Agreement to be given by either Party to the other shall be delivered by hand or facsimile or sent by registered post to such other Party at their respective addresses given herein below or such other address as may be notified in writing to the other Party. Any notice sent by hand or facsimile shall be deemed to have been served and received on the day on which it was sent, and any notice sent by registered post shall be deemed to have been served and received on the third day following the date of posting.

If the day on which any notice is deemed to be delivered fall on Sunday or a public holiday, such notice shall only be deemed to have been received on the next working day.

9.2 The notice shall be addressed to:

(a) if to the **Government**:

Secretary General
Ministry of Health Malaysia
Block E 7, Parcel E
Pusat Pentadbiran Kerajaan Persekutuan
62590 Putrajaya
Tel : 03-88833888
Fax: 03-88895245

(b) if to **UMS**:

Vice Chancellor of UMS
Level 6, Chancellory Building,
Jalan UMS,
88400 Kota Kinabalu,
Sabah.
Tel: 088 320 000
Fax: 088 320217
Email: pavcums@ums.edu.my

10. **SUSPENSION**

10.1 The **Government** 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.

10.2 Neither Party to this Agreement shall be liable to the other Party for any delay in performance or non-performance due to any force majeure events. Force majeure events are events which are beyond reasonable control of the other Party, including but not limited to disaster, war, strikes and riots. The affected Party shall promptly upon the occurrence of any such event inform the other Party in writing.

11. 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 Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

12. LAWS APPLICABLE


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

13. COMPLIANCE WITH THE LAW

UMS shall comply with all applicable laws and with all directions, orders, requirements and instructions given to **UMS** by any authority competent to do so under any applicable law.

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

SIGNED for and on behalf of
THE GOVERNMENT OF MALAYSIA

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Datuk Dr. Chen Chaw Min
Secretary General
Ministry of Health Malaysia

In the presence of:


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DR. Shahnaz Murad
Deputy Director General of Health (Research and Technical Support)
Ministry of Health Malaysia

SIGNED for and on behalf of
UNIVERSITI MALAYSIA SABAH

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PROF. DATUK DR MOHD HARUN ABDULLAH
Vice Chancellor
Universiti Malaysia Sabah

In the presence of:


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PROF DR ZAINAL ARIFIN MUSTAPA
Acting Dean,
Faculty of Medicine and Health Science
Universiti Malaysia Sabah