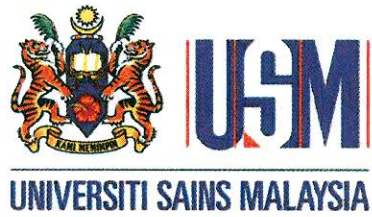


DATED THIS 9 DAY OF DECEMBER 2015



**MEMORANDUM OF AGREEMENT**

BETWEEN

**THE GOVERNMENT OF MALAYSIA**

AND

**UNIVERSITI SAINS MALAYSIA**



THIS AGREEMENT is made on this ..... day of ..... 2015.

AND

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,

UNIVERSITI SAINS MALAYSIA an institution of higher learning established under the Universities and University Colleges Act 1971 and having its registered address at 11800 USM Penang (hereinafter referred to as "USM") of the other part.

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

**WHEREAS;**

- A. USM owns a teaching hospital and Pusat Pengajian Sains Perubatan (PPSP) which has its address at Kampus Kesihatan, 16150 Kubang Kerian, Kelantan;
- 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. USM through PPSP is desirous to send their postgraduate master students who are MOH medical officers/ specialists to MOH healthcare facilities to carry out research projects.



**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 **USM** and who carries out the research project at **MOH** healthcare facilities;

“Project Leaders” means supervisors to Principal Investigator both from the **USM** 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**

**USM** has requested that its postgraduate students at **PPSP** 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 **PPSP** 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 **USM** 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**, **USM** 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 **USM**, 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 **USM**.

### **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 respective Project Investigator and the respective 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 **PPSP, USM**.

## **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 **USM**:

Vice-Chancellor  
Universiti Sains Malaysia  
11800 USM  
Penang  
Tel: 04-653 3101  
Fax: 04-656 5401

## 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**

**USM** shall comply with all applicable laws and with all directions, orders, requirements and instructions given to **USM** 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.

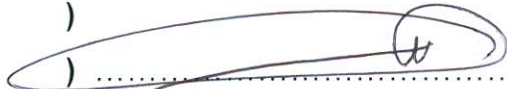
SIGNED for and on behalf of )  
**THE GOVERNMENT OF MALAYSIA** )

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

In the presence of:

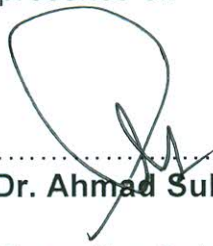
  
.....  
**Dr. Shahnaz Murad**  
Deputy Director General of Health (Research and Technical Support)  
Ministry of Health Malaysia

SIGNED for and on behalf of )  
**UNIVERSITI SAINS MALAYSIA** )

)   
.....  
**Prof. Dato' Dr. Omar Osman**  
Vice-Chancellor

**PROFESSOR DATO' OMAR OSMAN**  
Vice-Chancellor  
Universiti Sains Malaysia  
11800 Penang  
Malaysia

In the presence of:

  
.....  
**Prof. Dr. Ahmad Sukari bin Halim**  
Dean  
Pusat Pengajian Sains Perubatan