



اُنِوَرْسِيْتِي تِكْنُوْلُوْجِي مَارَا
UNIVERSITI
TEKNOLOGI
MARA



MEMORANDUM OF AGREEMENT

BETWEEN

**UNIVERSITI TEKNOLOGI MARA
MALAYSIA**

AND

**UNIVERSITAS AIRLANGGA
INDONESIA**

RESEARCH COLLABORATION AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on this **28** day of **FEBRUARY**, 2023 (hereinafter referred to as "Agreement");

BETWEEN

UNIVERSITI TEKNOLOGI MARA (hereinafter referred to as "UiTM"), an institution of higher learning established under the Universiti Teknologi MARA 1976 [Act 173] and having its address at the Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Darul Ehsan, Malaysia, for the purpose of this Agreement, UiTM is represented by Universiti Teknologi MARA Cawangan Melaka and shall include its lawful representatives and permitted assigns of the second part;



AND

UNIVERSITAS AIRLANGGA (hereinafter referred to as "UNAIR"), a public institution of higher learning established in 1954 under Government Regulation No. 57 of 1954 whose address is at Jalan Airlangga No. 4-6, Gubeng, Surabaya 60286, Indonesia. In this matter represented by Prof. Dr. Dian Agustia, SE., M.Si., Ak., CMA., CA. as the Dean of Faculty of Economics and Business pursuant to the Rector's Decree No. 763/UN3/2020 Dated 30 September 2020 and now therefore lawfully act for and on behalf of Universitas Airlangga and permitted assigns of the second part.

(UiTM and UNAIR, shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:-

- A. UiTM is Malaysia's premier university which strives to strengthen its educational programs and has entered into various collaborative arrangements with other parties in its effort to enhance its research and industrial networking.
- B. UNAIR is an established university with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many international counterparts.
- C. The Parties are desirous of investigating "Developing Human Governance Framework in Mitigating Employees Misconduct in Public Sector: A Comparative Analysis Between Malaysia and Indonesia" and are desirous to collaborate in a research project in related

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	Head of Research and Community Services Institute	

area which is to be funded by UiTM and UNAIR for Malaysian Ringgit (RM)10,000 respectively.

- D. In achieving the above mentioned objectives, the Parties are desirous of formalizing this collaboration by entering into this Agreement subject to the terms and conditions as stipulated herein.
- E. The Parties agree that this Agreement is to be operationalized on behalf of UiTM by UiTM Cawangan Melaka whose address is at Universiti Teknologi MARA (UiTM) Cawangan Melaka, Kampus Alor Gajah, KM 26 Jalan Lendu, 78000 Alor Gajah, Melaka.

NOW THEREFORE, the parties hereto, for and in consideration of the respective undertakings hereinafter set forth, each of which shall be construed as a covenant as well as condition, the Parties have agreed as follows:

ARTICLE 1

PURPOSE



- 1.1 The purpose of this Agreement is to set out the terms and conditions pursuant to the Parties agreement to promote the Research Collaboration via matching grants from each University.

ARTICLE 2

DEFINITION

In this Agreement, except insofar as the context or subject matter otherwise indicates or requires, the following terms and expressions shall have the following meanings:

- 2.1 “**Agreement**” means this Agreement and all Schedules to it.
- 2.2 “**Commencement Date**” means the date first appearing on this Agreement.
- 2.3 “**Completion Date**” means the date as specified in Schedule 2 of this Agreement.
- 2.4 “**Confidential Information**” means all information passing from the disclosing Party to the other Party relating to the collaboration program including without limitation (i) financial information, business plans, reports or findings, investigative studies, consultations, methodologies, proposals, systems, programs, course content, techniques, strategies, improvements, discoveries, processes, innovations, inventions, trade secrets, drawings, know how, source and object code, arrangements

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and agreements with third parties, formulae, concepts not reduced to material form, designs, plans and models whether given orally or in writing (ii) any derivations of any information or data which embodies, contains or describes the Confidential Information and (iii) any other data or information designated by the disclosing Party be confidential or relating to the current or prospective activities or business of the disclosing Party.

- 2.5 **“Intellectual Property”** means all rights in relation to inventions (including patents), registered and unregistered trademarks (including service marks), copyright, circuit layouts, registrable designs, registrable plant varieties, processes, know-how and confidential information in the industrial, scientific and artistic fields including application or right to apply for registration of any of those rights.
- 2.6 **“Background Intellectual Property”** means any Intellectual Property owned by the Parties prior to the commencement of this Agreement and which is made available by a party or Parties to carry out the Research Collaboration or to achieve the Intended Project Outcomes.
- 2.7 **“Incidental Intellectual Property”** means all Intellectual Property arising from or out of the Research Collaboration which does not contribute to the Intended Project Outcome.
- 2.8 **“Project Intellectual Property”** means any Intellectual Property arising from or out of the Research Collaboration and contributing to the Intended Project Outcome.

ARTICLE 3



RESEARCH COLLABORATION

- 3.1 The Parties agree to undertake the research collaboration project as described in Schedule 1 (hereinafter referred to as the “Research Collaboration”).
- 3.2 The Principle Researcher shall be responsible to lead this Research Collaboration as stated in Schedule 1 of this Agreement.
- 3.3 Each Party is represented by their respective researchers as stated in Schedule 3 of this Agreement.

ARTICLE 4

FUNDING AND RESOURCE ALLOCATION

- 4.1 UiTM agrees to contribute RM10,000 and UNAIR under the budget of Faculty of Economics and Business agrees to contribute IDR35,000,000 (RM10,000) to fund the project under the Research Collaboration.

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	Head of Research and Community Services Institute	

ARTICLE 5

COMENCEMENT DATE AND DURATION OF AGREEMENT

- 5.1 This Agreement shall commence from the date first written above regardless of the date of signing by the Parties (hereinafter referred to as "Commencement Date"), and shall remain in effect for two (2) years.
- 5.2 Notwithstanding of the above duration, this Agreement is subject to further extension as may be mutually agreed in writing by both Parties.

ARTICLE 6



INTENDED RESEARCH PROJECT OUTCOME

- 6.1 Each research project is expected to publish a minimum of one (1) article in SCOPUS or WOS indexed journals.
- 6.2 The authorship composition for the publication stipulated herein above shall be determined by the Parties based on the amount of work contributed by the researchers for the publication.

ARTICLE 7

MUTUAL OBLIGATIONS OF THE PARTIES

- 7.1 Each Party undertakes to carry out the Research Collaboration in full compliance of the project milestone as set out in Schedule 2 of this Agreement.
- 7.2 Each Party undertakes to perform the task assigned to each Party in proper manner and in accordance with good management practice and shall at all time, comply with the present laws and statutes.
- 7.3 Each Party undertakes to assist and cooperate with each other in the performance of the Research Collaboration. Such assistance and cooperation shall include the provision of materials, facilities, data and information as may be reasonably required to satisfactorily perform the Research Collaboration.
- 7.4 Each Party undertakes to cooperate with effective administrative support and assistance with university policies.

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ARTICLE 8
CONFIDENTIALITY



- 8.1 Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other party during the period of the implementation of this Agreement or any other agreements made pursuant to this Agreement.
- 8.2 For purposes of Sub-Article 8.1 above, such documents, information and data include any document, information and data which is disclosed by a party (the Disclosing party) to the other party (the Receiving party) prior to, or after, the execution of this Agreement, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
- 8.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties even after the termination of this Agreement.

ARTICLE 9
INDEMNITY AND INSURANCE

- 9.1 Each Party shall indemnify, defend, and hold harmless the other Party against any and all liability, losses, damages, and claims, arising from this Agreement, and which is alleged to be caused in whole or in any part by negligent and/or willful act(s) or omission(s) of the Party and/or its director(s), officer(s), employee(s), agent(s), or other person(s) or entities acting on behalf of or at the direction of the Party.
- 9.2 If deemed necessary, the Parties may arrange for and provide recommended liability insurance coverage applicable to both Parties and their respective individual directors and officers.

ARTICLE 10
STUDY DATA OWNERSHIP AND SHARING OF RESEARCH FINDINGS

- 10.1. Data and information from this Research Collaboration shall belong to UiTM and UNAIR equally. However, in the promotion of good research culture and ethics in collaborative work, both Parties agreed that-

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- 10.1.1 research results and developments relating to the areas of collaboration as specified under this Agreement and the benefit from it will be shared between the Parties;
- 10.1.2 subject to conditions stated in this Agreement, the Parties will freely share, between each other, but not to other parties, all research results, and other developments related to the Research Collaboration and the areas of collaboration as specified under this Agreement.

ARTICLE 11
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 11.1 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 agreement signed by both Parties.
- 11.2 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.
- 11.3 Notwithstanding anything in Article 11.1 above, the intellectual property rights in respect of any copyright, trade mark, patent, software or design created: -
 - (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 provisions to be mutually decided 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.

ARTICLE 12
DATA PROTECTION

- 12.1 Both Parties aware that they will need to disclose to the other personal data relating to researchers. Both Parties further agree that they will ensure that all researchers records and personal data relating to researchers shall be held securely and confidentially and to further ensure that no such data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the research project.
- 12.2 Both Parties acknowledge that personal data relating to participating researchers supplied by one party is to be processed by the other party only in accordance with the terms of this Agreement and otherwise on the express instructions of the both Party and agree that they will take

Initials	Director of Airlangga Global Engagement	
	Head of Research and Community Services Institute	

appropriate technical and organizational measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such personal data.

ARTICLE 13
TERMINATION



- 13.1 If either Party fails to comply with any of the obligations under this Agreement, the aggrieved Party shall give a notice in writing of not less than fourteen (14) days to the other Party to remedy the default and where such default is not remedied in that period, the aggrieved Party shall be entitled to terminate the Agreement by giving the defaulting Party a written notice to terminate of not less than thirty (30) days before the date of termination.
- 13.2 Notwithstanding Article 13.1 above, this Agreement may be terminated upon the mutual agreement in writing of both Parties.
- 13.3 A Party may exercise its right to terminate this Agreement in the event of any act(s) or failure(s) to act by the other Party which in the Party's view may place at material risk the ultimate success of the Research Collaboration.
- 13.4 Unless otherwise agreed, activities commencing or in operation before the date of termination shall be allowed to continue until such activities have completed.

ARTICLE 14
DISPUTE SETTLEMENT

- 14.1 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 through diplomatic channels, without reference to any third parties or international tribunal.

ARTICLE 15
NOTICES

- 15.1 Any communication, notice or legal process under this Agreement shall 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 UiTM and UNAIR, 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

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	Head of Research and Community Services Institute	

other Party 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 : **Universiti Teknologi MARA Cawangan Melaka**
Address : KM26 Jalan Lendu, Kampus Alor Gajah, 78000 Alor Gajah Melaka
Attention : Dr. Muhammad Syukri bin Abdullah, Senior Lecturer UiTM Cawangan
Melaka, Malaysia
Tel. : +606-5582000
Fax : -
e-mail : syukriabdullah@uitm.edu.my

To : Faculty of Economics and Business, **Universitas Airlangga**
Address : Faculty of Economics and Business, Campus B Jl. Airlangga 4, Surabaya
60286, East Java - Indonesia
Attention : Dr. Ahmad Rizki Sridadi, SH., MH., MM., Vice Dean for Research,
Innovation, and Community Development of Faculty of Economics and
Business
Tel. : +6031 5033642, 5036584, 5049480, 5044940
Fax : +6031 5026288
e-mail : ahmad-r-s@feb.unair.ac.id

15.2 Any notice and other communications and legal process given shall be in the English language and shall be deemed to have been served if:

- (a) sent by prepaid AR registered post, on the third business day after the date of posting;
- (b) sent by a reputable "next day guaranteed" courier service, on the next day;
- (c) hand delivered, upon delivery provided that delivery is made during normal business hours with an acknowledgement of receipt by the receiving Party; or
- (d) sent by facsimile, upon notification that the message was successfully transmitted in its entirety and a confirming copy is dispatched by one of the other permitted means under this clause within forty eight (48) hours from the transmission;



15.3 For purposes of notification of meetings, the notification may be sent by e-mail or facsimile provided there is notification that the message was successfully transmitted.

Initials	Director of Airlangga Global Engagement	
	Head of Research and Community Services Institute	

ARTICLE 16
FORCE MAJEURE

16.1 Neither Party shall be deemed to be in breach of its obligations under this Agreement if it is unable to perform its obligation under this Agreement (or any part of them), other than the payment obligations as a result of the occurrence of an Event of Force Majeure. An Event of Force Majeure shall mean:-

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, or acts of terrorism;
- (b) 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;
- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquakes, floods, subsidence, and subterranean spontaneous combustion or any operation of the force of nature, lighting and exceptionally inclement weather;
- (e) 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 Parties which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;
- (f) pandemic or epidemic; or
- (g) any other unforeseeable event which fulfils the criteria as set forth below:
 - (i) beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;
 - (ii) 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;
 - (iii) which directly causes the affected Party to be unable to comply with all or a material part of its obligations under this Agreement; and
 - (iv) which is not the direct result of a breach by the affected Party of its obligations under this Agreement,

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	Head of Research and Community Services Institute	

PROVIDED THAT an Event of Force Majeure shall not include economic downturn, non availability of or insufficient of funds or lack of financing on the part of any of the Parties to perform its obligations under this Agreement.

ARTICLE 17

SUSPENSION

17.1 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 in accordance to this Agreement.

ARTICLE 18

PUBLIC STATEMENT

18.1 Both Parties agree that no public statement shall be made on this Agreement without prior written approval from both Parties.

ARTICLE 19

INTEGRATION, AMENDMENT AND VARIATION



19.1 This Agreement contains the entire agreement between the Parties relating to the Research Collaboration and any prior or contemporaneous oral or written agreements, understandings, representations or promises relating to the subject matter are merged in this Agreement.

19.2 The term stipulated in this Agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modification shall be made in writing and signed by the Parties hereto.

ARTICLE 20

TIME

20.1 Time whenever mentioned shall be of the essence to this Agreement.

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	Head of Research and Community Services Institute	



ARTICLE 21
SEVERABILITY

21.1 If any of the provisions of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised as part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal and unenforceable provisions.

ARTICLE 22
NO AGENCY RELATIONSHIP

22.2 The relationship of principal and agent shall not exist between the Parties and the Party shall act as an independent contractor and not as agent of the other Party . Neither Party shall have any authority to act or to execute any documents on behalf of the other Party.

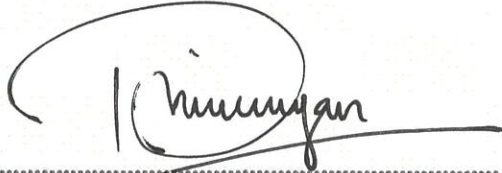
[End of Terms and Conditions]

Initials	Director of Airlangga Global Engagement	
	Head of Research and Community Services Institute	

IN WITNESS WHEREOF, the parties hereto execute this Agreement by its duly authorized officer, on the date and year first written above.

Signed by
for and on behalf
UNIVERSITI TEKNOLOGI MARA

Signed by
for and on behalf
UNIVERSITAS AIRLANGGA

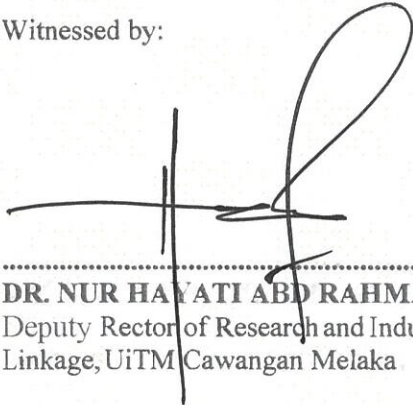


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**ASSOC. PROF. TS. DR. MOHD RASDI
ZAINI**
Rector of UiTM Cawangan Melaka



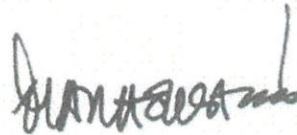
.....
PROF. DR. MOHAMMAD NASIH
Rector

Witnessed by:





.....
DR. NUR HAYATI ABD RAHMAN
Deputy Rector of Research and Industry
Linkage, UiTM Cawangan Melaka

Witnessed by:





.....
PROF. DR. DIAN AGUSTIA
Dean of Faculty of Economics and Business

Initials	Director of Airlangga Global Engagement	
	Head of Research and Community Services Institute	

SCHEDULE 1
Research Collaboration

Research Projects	Research Area / Title	Principal Researcher
1	Developing Human Governance Framework in Mitigating Employees Misconduct in Public Sector: A Comparative Analysis Between Malaysia and Indonesia.	From UiTM: Dr. Muhammad Syukri bin Abdullah From UNAIR: Prof. Dr. Dian Agustia, SE., M.Si., Ak., CMA., CA.

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	Head of Research and Community Services Institute	

SCHEDULE 2
Project Milestone

STAGE	MILESTONE	COMPLETION DATE
1	1 st Meeting and introduce both teams from UITM and UNAIR	Within first (1 st) month of the Commencement Date
2	Submit Introduction, Literature Review and Methodology	Within seventh (7 th) month of the Commencement Date
3	a) Conduct questionnaire and interview topics b) Data Collection	Within eleventh (11 th) month of the Commencement Date
4	a) Data Analysis b) Submit Results and Discussion	Within fifteenth (15 th) month of the Commencement Date
5	Paper Submission on Scopus Journal	Within twentieth (20 th) month of the Commencement Date
6	Submission of full report with proof of submission to Scopus indexed journal	Within twenty fourth (24 th) month of the Commencement Date

- The time periods are tentatively included as guideline to indicate the desired rate of completion of the milestones.
- Each milestone should be established to the satisfaction of both Parties, and concluded by a summary and a detailed report to be drafted by each Party to the other or one report drafted and agreed on by both Parties.

Initials	Director of Airlangga Global Engagement	<i>Imy</i>
	Head of Research and Community Services Institute	<i>f</i>

SCHEDULE 3
List of Researchers

Research Projects	Research Area / Title	Researchers
1	Developing Human Governance Framework in Mitigating Employees Misconduct in Public Sector: A Comparative Analysis Between Malaysia and Indonesia.	<p><u>UiTM Researchers</u></p> <ol style="list-style-type: none"> 1. Dr. Muhammad Syukri bin Abdullah (PI) 2. Dr. Zulkefli bin Muhamad Hanapiyah 3. Dr. Irfah Najihah binti Basir Malan <p><u>UNAIR Researchers</u></p> <ol style="list-style-type: none"> 1. Prof. Dr. Dian Agustia (PI), Department of Accounting 2. Dr. Ahmad Rizki Sridadi, Department of Management

Initials	Director of Airlangga Global Engagement	<i>Im</i>
	Head of Research and Community Services Institute	<i>f</i>

**SCHEDULE 4
Financial Commitment**

Research Projects	Research Area / Title	Year 1		Total Allocated Fund
		UNAIR Fund Contribution	UiTM Fund Contribution	
1	Developing Human Governance Framework in Mitigating Employees Misconduct in Public Sector: A Comparative Analysis Between Malaysia and Indonesia.	IDR 35,000,000 / RM 10,000	IDR 35,000,000 / RM 10,000	IDR 70,000,000 / RM 20,000
TOTAL				IDR 70,000,000 / RM 20,000

Initials	Director of Airlangga Global Engagement	<i>Im</i>
	Head of Research and Community Services Institute	<i>fu</i>