

INTERNATIONAL RESEARCH
COLLABORATION AGREEMENT

BETWEEN

UNIVERSITI TEKNOLOGI MARA

MALAYSIA

AND

UNIVERSITAS

MUHAMMADIYAH METRO

INDONESIA

THIS **INTERNATIONAL RESEARCH COLLABORATION AGREEMENT** is made on this ____ day of 10 September 2024 (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 1973] and having its address at the Chancellery, Universiti Teknologi MARA, 40450 Shah Alam, Selangor Darul Ehsan, Malaysia and shall include its lawful representatives and permitted assigns of the one part;

AND

UNIVERSITAS MUHAMMADIYAH METRO, an institution of higher learning in the city of Metro, Lampung Indonesia and having its business address at Jl. Ki Hajar Dewantara No, 116, Metro, Lampung, Indonesia (hereinafter referred to as "UM METRO") of the other part.

(UiTM and UM METRO 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. UM METRO has various faculties and the university is focused on functioning as the centre of excellence for research and innovation.
- C. The Parties are desirous to collaborate in international research projects which are to be equally funded by the Parties.
- D. The Parties agree that this Agreement is to be operationalized on behalf of UiTM by UiTM Cawangan Pulau Pinang whose address is at Universiti Teknologi MARA Cawangan Pulau Pinang, Kampus Permatang Pauh, 13500 Permatang Pauh, Pulau Pinang.

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

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

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 "International Research Collaboration" means the research projects to be conducted by the researchers listed in Schedule 3 therein.
- 2.3 "Commencement Date" means the date first appearing on 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 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 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..
- 2.5 "Force Majeure" means a cause, event or circumstance that is not reasonably foreseeable on the Effective Date or beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labour strikes, other than those of the Parties.
- 2.6 "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.

- 2.7 "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 International Research Collaboration

- 2.8 "Project Intellectual Property" means any Intellectual Property arising from or out of International Research Project.

ARTICLE 3. RESEARCH COLLABORATION

- 3.1 The International Research Collaboration project is to be led by the Principal Researcher (Project leader) named in Schedule 1 of this Agreement.
- 3.2 The title of the research project for the International Research Collaboration is as set out in Schedule 1 of this Agreement.
- 3.3 The Principal Researcher shall form a research group comprising the Researchers (Project members) as listed in Schedule 1 of this Agreement.

ARTICLE 4. FINANCIAL COMMITMENT

- 4.1 UiTM agrees to contribute RM5,000 and UM METRO agrees to contribute RM5,000 to fund the project under the International Research Collaboration.
- 4.2 The disbursement of the fund is to be made by UiTM and UM METRO as stated in Schedule 2 of this Agreement.

ARTICLE 5. RESOURCE ALLOCATION

- 5.1 The allocated fund shall be utilized by UiTM and UM METRO strictly for the purpose of the International Research Collaboration.
- 5.2 The allocation of the fund will be managed and utilized by UiTM and UM METRO in accordance with the breakdown set out in Schedule 3 of this Agreement.
- 5.3 Each Party shall bear its own cost in the implementation of the Research Project which exceeds the amount stated in 4.1.
- 5.4 Each Party shall bear any tax or stamp duty payable in its own country in respect of and/or in connection with this Agreement, wherein each Party shall retain one original copy of this Agreement, being duly stamped as according to the laws of their country.

ARTICLE 6. COMMENCEMENT DATE AND DURATION OF AGREEMENT

- 6.1 This Agreement shall commence from the Commencement Date, and shall remain in effect for TWO (2) years.
- 6.2 Notwithstanding the above duration, this Agreement is subject to further extension

as may be mutually agreed by both Parties.

ARTICLE 7. INTENDED RESEARCH PROJECT OUTCOME

- 7.1 Each research project under the International Research Collaboration is expected to publish a minimum of ONE (1) article in SCOPUS or WoS or ERA indexed journals with proof of co-affiliation UiTM-UM METRO.
- 7.2 The authorship composition for the publication stipulated hereinabove shall be determined by the Parties based on the amount of work contributed by the research.
- 7.3 Each research project is expected to be implemented together with student/staff mobility (virtual/physical) programs subject to the mutual written agreement of the Parties.
- 7.4

ARTICLE 8. MUTUAL OBLIGATIONS OF THE PARTIES

The Parties shall:

- 8.1 Ensure full compliance with the project milestone as set out in Schedule 4 of this Agreement. Providing sufficient physical and organizational infrastructure for the research to be carried out by the Parties;
- 8.2 Ensure that research is conducted according to acceptable standards and in compliance with the laws, rules, regulations and policies applicable to the Parties'
- 8.3 Provide researchers with effective administrative support, clear financial information, and assistance with university policies;
- 8.4 Communicate with researchers regarding changes in the status of projects; and
- 8.5 Submission and exchange of regular reports regarding the use of research funds.

ARTICLE 9. CONFIDENTIALITY

- 9.1 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.
- 9.2 For purposes of Sub-Article 9.1 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.

- 9.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

ARTICLE 10. INDEMNITY AND INSURANCE

- 10.1 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 are 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.
- 10.2 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 11. STUDY DATA OWNERSHIP AND SHARING OF RESEARCH FINDINGS

- 11.1 Data and information from this International Research Collaboration Project shall belong to UiTM and UM METRO respectively as the creator of such data and information. However, in the promotion of good research culture and ethics in collaborative work, both Parties agreed that-
- a) 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; and
 - b) 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 International Research Collaboration Project and the areas of collaboration as specified under this Agreement.

ARTICLE 12. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 12.1 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 agreements signed by both Parties.
- 12.2 Each Party shall be the owner of all and any existing Background Intellectual Property in existence at the date of this Agreement, and subject to this Agreement, each Party agrees not to use any of the Background Intellectual Property belonging to the other Party except for the sole purpose of this Agreement.
- 12.3 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.
- 12.4 Notwithstanding anything in Article 12.1 above, the intellectual property rights in respect of any Project Intellectual Property created: -
- a) Jointly by the Parties or from 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 13. DATA PROTECTION

- 13.1 Both Parties are aware that they will need to disclose to the other records and personal data. Both Parties further agree that they will ensure that all records and

personal data are 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 for the administration of the International Research Collaboration.

- 13.2 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 other Party and agree that they will take appropriate technical and organizational measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such personal data.

ARTICLE 14. TERMINATION

- 14.1 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 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.
- 14.2 Notwithstanding Article 14.1 above, this Agreement may be terminated upon the mutual agreement in writing of both Parties.
- 14.3 Unless otherwise agreed, activities commencing or in operation before the date of termination shall be allowed to continue until such activities have been completed.

ARTICLE 15. DISPUTE SETTLEMENT

- 15.1 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.
- 15.2 In the unlikely event any such dispute or disagreement cannot amicably be resolved without neutral assistance, then the Parties shall submit the matter for non-binding mediation with a mediator jointly selected by the Parties.
- 15.3 If the Parties cannot resolve any such dispute or disagreement by completing the mediation process, then the Parties agree that the matter shall be referred, under the provision of the Asian International Arbitration Centre (AIAC) Arbitration Rules for the time being in force.
- 15.4 The appointment of an arbitrator shall be mutually agreed upon between the Parties and failing such agreement each Party shall appoint an arbitrator who shall jointly appoint the third arbitrator. The decision of the arbitrators shall be

final and binding on both Parties.

15.5 The Arbitration shall be held at Asian International Arbitration Centre (AIAC) in Kuala Lumpur, using the facilities and assistance available at the Centre.

ARTICLE 16. NOTICES

Any communication 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 UM METRO 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 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 Pulau Pinang

Address : Kampus Permatang Pauh, 13500 Permatang Pauh, Pulau Pinang,
MALAYSIA

Attention : 1. Dr. Norhaslinda Hassan
2. Pn. Norhafizah Abdul Halil
3. Pn. Maizatul Akmal Mohd Mohzan

Tel : +604-3823496

Fax : +604-3822776

Email : 1. haslinda.hassan@uitm.edu.my
2. hafizahalil@uitm.edu.my
3. maizatul.akmal@uitm.edu.my

To : Universitas Muhammadiyah Metro

Address : Jl. Ki Hajar Dewantara No.116, Metro, Lampung, Indonesia

Attention : 1. Dr. Nyoto Suseno, M.Si. (Rektor UMM)
2. Fenny Thresia, M.Pd.
3. Dedy Subandowo, M.A.

Tel : -

Fax : (0725) 42454

Email : info@ummetro.ac.id
fenny.thresia@yahoo.com
dedy.subandowo@gmail.com

ARTICLE 17. FORCE MAJEURE

In the event of any circumstances beyond the control of the Parties or the Force Majeure which results in the non- performance of the contents of this Agreement, the Parties in good faith and for the purposes of this Agreement, agree to settle by way of deliberation to reach a consensus and do not harm the Parties.

ARTICLE 18. SUSPENSION

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 19. PUBLIC STATEMENT

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

ARTICLE 20. INTEGRATION, AMENDMENT AND VARIATION

20.1 This Agreement contains the entire agreement between the Parties relating to the International 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.

20.2 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 modifications shall be made in writing and signed by the Parties hereto.

ARTICLE 21. TIME

Time wherever mentioned shall be of the essence to this Agreement.

ARTICLE 22. SEVERABILITY

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 23. NO AGENCY RELATIONSHIP

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

ARTICLE 24. GOVERNING LAW

This Agreement shall be governed by the laws of Malaysia and the Parties hereto shall

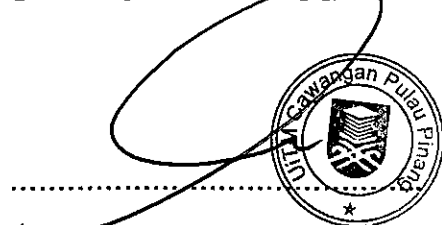
irrevocably submit to the jurisdiction of the Malaysian Courts.

[End of Terms and Conditions]

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



PROFESSOR Ir. DR. AHMAD RASHIDY

BIN RAZALI

Rector

UiTM Cawangan Pulau Pinang

Signed by for and on behalf

UNIVERSITAS MUHAMMADIYAH METRO



DR. NYOTO SUSENO, M.Si.

Rector

Universitas Muhammadiyah Metro

Witnessed by:



ASSOCIATE PROFESSOR Ir. Ts. DR.

HAJAH SITI NORAINI BINTI SULAIMAN

Deputy Rector

Academic Affairs & International

UiTM Cawangan Pulau Pinang

DR. MUHFAHROYIN, M.T.A

The Head of Research and Community
Services

Universitas Muhammadiyah Metro

SCHEDULE 1. RESEARCH COLLABORATION

PROJECTS		
A	RESEARCH PROJECT TITLE	Investigating the Impact of AI-Driven Formative Assessment on Writing Pedagogy and Practice in Indonesia and Malaysia
	PRINCIPAL RESEARCHER / PROJECT LEADER (UGR)	Fenny Thresia, M.Pd. (UM Metro)
	RESEARCHERS /PROJECT MEMBERS	1. Dedy Subandowo, M.A. (UM Metro) 2. Dr. Norhaslinda Hassan (UiTMCPP) 3. Norhafizah Abdul Halil (UiTMCPP) 4. Maizatul Akmal Mohd Mohzan (UiTMCPP)
B	RESEARCH PROJECT TITLE	Bridging Borders, Boosting Skills: Leveraging AI and Formative Assessment to Enhance English Writing Instruction in Malaysia and Indonesia
	PRINCIPAL RESEARCHER / PROJECT LEADER (UiTM)	Dr. Norhaslinda Hassan (UiTMCPP)
	RESEARCHERS /PROJECT MEMBERS	1. Norhafizah Abdul Halil (UiTMCPP) 2. Maizatul Akmal Mohd Mohzan (UiTMCPP) 3. Fenny Thresia, M.Pd. (UM Metro) 4. Dedy Subandowo, M.A. (UM Metro)

SCHEDULE 2. FINANCIAL COMMITMENT

TOTAL BUDGET	RM 10,000
TOTAL FUND CONTRIBUTION FROM UiTM CAWANGAN PULAU PINANG	RM 5,000
TOTAL FUND CONTRIBUTION FROM UM METRO	RM 5,000

SCHEDULE 3. RESOURCE ALLOCATION

PROJECT	PROJECT TITLE	TOTAL ALLOCATED FUND (RM)
A	Investigating the Impact of AI-Driven Formative Assessment on Writing Pedagogy and Practice in Indonesia and Malaysia	5,000
B	Bridging Borders, Boosting Skills: Leveraging AI and Formative Assessment to Enhance English Writing Instruction in Malaysia and Indonesia	5,000

SCHEDULE 4. PROJECT MILESTONE

STAGE	MILESTONE	COMPLETION DATE
1	1 st project execution meeting for both teams, UiTM and UM METRO, and discussion on the project details.	Within the first (1 st) month of the Commencement Date
2	Literature review analysis	Within the third (3 rd) month of the Commencement Date
3	Ethical clearance for Qualitative & Quantitative Data Collection	Within the fifth (5 th) month of the Commencement Date
4	Qualitative Data Collection (Phase 1)	Within the seventh (7 th) month of the Commencement Date
5	Pilot Test Questinnaire	Within the ninth (9 th) month of the Commencement Date
6	Quantitative Data Collection (Phase 2)	Within the eleventh (11 th) month of the Commencement Date
7	Phase 3 (Integration of Qualitative and Quantitative Findings)	Within the fourteenth(14 th) month of the Commencement Date
8	Writing First Draft	Within the seventeenth (17 th) month of the Commencement Date
9	Final report writing and editing	Within the nineteenth (19 th) month of the Commencement Date
10	Paper Submission to indexed journal/proceeding	Within the twenty-second (22 nd) month of the

		Commencement Date
11	Submission of full report with proof of submission to indexed journal/proceeding	Within the twenty-fourth (24 th) month of the Commencement Date

- The time periods are tentatively included as guidelines 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.



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*

FPX TRANSACTIONS

No. Adjudikasi *Adjudication No.*

G01F0BF124XP009

Jenis Surat Cara
Type Of Instrument

 INTERNATIONAL RESEARCH COLLABORATION AGREEMENT UITM AND
 UNIVERSITAS MUHAMMADIYAH METRO INDONESIA
 SURAT CARA UTAMA

Tarikh Surat Cara
Date Of Instrument

10/09/2024

Balasan *Consideration*

RM 10,000.00

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*

UNIVERSITI TEKNOLOGI MARA

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*

UNIVERSITAS MUHAMMADIYAH METRO INDONESIA

Butiran Harta / Suratcara *Property / Instrument Description*
 INTERNATIONAL RESEARCH COLLABORATION AGREEMENT BETWEEN UNIVERSITI TEKNOLOGI MARA AND
 UNIVERSITAS MUHAMMADIYAH METRO INDONESIA

 Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
 This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	P0099A241067503
Tarikh Penyeteman <i>Date of Stamping</i>	19/09/2024
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalti <i>Penalty</i>	RM 0.00
Polarsan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Acta Setem 1949)</i>	Seksyen 37

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 19/09/2024 02:22:57

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
 The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani
 This is a computer generated printout and no signature is required