



## **RESEARCH COLLABORATION AGREEMENT**

BETWEEN

**UNIVERSITI UTARA MALAYSIA**

AND

**PASUNDAN UNIVERSITY**

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SOCIAL BASED CROWDFUNDING IN BATTLING COVID  
19 AND MAQASID SHARIAH: SOME LEGAL AND  
SHARIAH OBSERVATIONS IN MALAYSIA AND  
INDONESIA

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DATE:

September 2020



This **RESEARCH COLLABORATION AGREEMENT** (hereinafter referred to as "Agreement") is made in (September 2020) ~~September~~ November 2020

**BETWEEN**

**UNIVERSITI UTARA MALAYSIA**, an institution of higher learning and a body incorporated in Malaysia under the Universiti Utara Malaysia (Incorporation) Order 1984 and under the Universities and University Colleges Act 1971, whose address is at Universiti Utara Malaysia, 06010 UUM Sintok, Kedah Darul Aman, Malaysia (hereinafter referred to as "**UUM**") and shall include its lawful representatives and permitted assigns of the first part;

**AND**

**PASUNDAN UNIVERSITY**, an institution of higher learning and a private university (Accreditation Certificate No: JKT 6025948) established on 14 November 1960 and a legal entity incorporated in Indonesia, whose address is at Sumatera Street Number 41, Bandung, West Java, Indonesia (hereinafter referred to as "**UNPAS**") and shall include its lawful representatives and permitted assigns of the second part.

(**UUM** and **UNPAS** hereinafter referred to singularly as the "the Party" and collectively as "the Parties")

**WHEREAS**

- A. **UUM** is an established university that strives to enhance and strengthen its research, consultancy, and publication that has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties.
- B. **UNPAS** strives to internationalize its educational mission, advance its teaching, and research efforts to meet global standards of excellence. **UNPAS** actively pursues international contacts with overseas universities and institutes for cooperative activities including student and faculty exchange, joint training programs, organizing academic conferences and seminars, as well as other types of academic cooperation.
- C. The Parties are desirous of formalizing this collaboration by entering into this Agreement subject to terms and conditions as stipulated herein.

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## REPRESENTATION AND WARRANTY

**UNPAS** represents and warrants to **UUM** that:


- (a) It is a private university (Accreditation Certificate No:JKT 6025948) established in Indonesia on 14 November 1960 under the Law of Republic Indonesia;
- (b) it has the corporate power to enter into and perform its obligations under this MoA and to carry out the transactions and business as stipulated by this MoA;
- (c) it has taken all necessary corporate actions to authorize the entry into and performance of this MoA and to carry out the transactions stipulated by this MoA;
- (d) as at the execution date, neither the execution nor performance by it of this MoA nor any transactions contemplated by this MoA shall violate in any respect any provision of:
  - i. **UNPAS** statutes and governing laws of Republic Indonesia; or
  - ii. any other document or agreement which is binding upon it or its asset;
- (e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this MoA;
- (f) this MoA constitutes a legal, valid and binding obligation of **UNPAS** and is enforceable in accordance with its terms and conditions; and
- (g) it has the necessary capability to undertake the responsibilities and acknowledges that **UUM** has entered into this MoA in reliance on its representations and warranties as aforesaid.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

### 1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, unless the context otherwise requires: -

"Intellectual Property" means

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- (a) Inventions; manner, method or process of manufacture; method or principle of construction; or design; plan, drawing or design; or scientific, technical or engineering information or document;
- (b) Improvement, modification or development of any of the foregoing;
- (c) Patent, application for a patent, right to apply for a patent or similar right for or in respect of any Intellectual Property referred to in paragraph (a) or (b);
- (d) Trade secret, know-how, confidential information or right of secrecy or confidentiality in respect of any information or document or other Intellectual Property referred to in paragraph (a) or (b);
- (e) Copyright or other rights in the nature of copyright subsisting in any works or other subject-matter referred to in paragraph (a) or (b);
- (f) Registered and unregistered trademark, registered design, application for registration of a design, right to apply for registration of a design or similar rights for or in respect of any work referred to in paragraph (a) or (b);
- (g) Any Intellectual Property in addition to the above which falls within the definition of Intellectual Property rights contained in Article 2 of the World Intellectual Property Organisation Convention of July 1967; and
- (h) Any other rights arising from intellectual activities in the scientific, literary or artistic fields,

whether vested before or after the date of this Agreement and whether existing in Malaysia or otherwise and for the duration of the rights.

- 1.2 Monetary references are in Ringgit Malaysia.
- 1.3 Any word (including a word defined or given a special meaning) denoting the singular shall include the plural and vice versa.

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