

COLLABORATION AGREEMENT

BETWEEN

UNIVERSITI SAINS MALAYSIA

AND

UBON RATCHATHANI UNIVERSITY

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is made this 2 day of August, 2017
(from now on referred to as "Agreement");

BETWEEN

UNIVERSITI SAINS MALAYSIA, a public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this Agreement represented by its School of Chemical Sciences with its main campus at 11800 USM, Penang, Malaysia (from now on referred to as "USM"), of the first part;

AND

UBON RATCHATHANI UNIVERSITY, a public university established as a university by Royal Charter in 1990 and, for the purpose of this Agreement, represented by its Department of Chemistry, Faculty of Science, and having its address at 85 Sathonlamark Road, Warin Chamrap, Ubon Ratchathani, Thailand 34190 (from now on referred to as "UBU"), of the second part.

(USM and UBU are from now referred to collectively as "Parties" and individually as "Party" where the context so requires).

WHEREAS:-

- A. USM is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, USM has entered into various collaborative arrangements with other parties in its effort to enhance its research content and strengthen its industrial networking.
- B. UBU is a leading regional university that provides educational opportunities for students from all provinces and specifically those in North-East Thailand. The

university supports and encourages research that benefits the local, national, and international communities, and promotes activities that preserve the cultural identity of the area. It focusses on high quality teaching and learning and the development of its research profile.

- C. Following discussions between USM and UBU, the Parties wish to establish collaboration and explore opportunities to develop, support, and enrich the research activities, educational programs, and training in their respective fields of expertise, thus creating synergistic benefits to both Parties.
- D. In achieving the abovementioned objectives, the Parties wish to formalize this collaboration by entering into this Agreement subject to the terms and conditions as stipulated herein.

IT IS AGREED as follows:

1. Objectives of this Agreement

USM and UBU shall endeavor to assist and support each other in the collaboration for the following projects:-

- (i) to propose future collaborative projects including grant applications;
- (ii) to have joint publications;
- (iii) to share research knowledge and expertise between the Parties; and
- (iv) to supervise exchange students.

2. Obligations of the Parties

In consideration of the covenants included, the Parties agree that their respective obligations under this Agreement shall be as follows:

2.1 USM's Obligations

- (i) to assist in characterization works in the identified collaborative project;
- (ii) to have joint publications in the identified collaborative project; and
- (iii) to have exchange of students between the Parties.

2.2 UBU's Obligations

- (i) to be in charge of analytical works including method validation when obtained from synthesized probes;
- (ii) to be in charge of publications in the identified collaborative project; and
- (iii) to have exchange of students between the Parties.

3. Confidentiality

- 3.1 (a) Neither Party shall at any time publish or, disclose to any third party, the contents of this Agreement or any confidential information of the other Party, acquired through this Agreement without the written consent of the other Party.
- (b) For the purpose of this Agreement, "confidential information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Agreement; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic, and/or other forms.
- 3.2 The Parties acknowledge that in the event of any breach of this clause 3 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable

relief in enforcing the obligations in this clause 3 in addition to all other remedies available to the disclosing Party in law.

4. Validity, Termination and Renewal of the Agreement

4.1 This Agreement is valid and shall remain in effect for three (3) years from the date of this Agreement regardless of the diverse dates the Parties may have signed this Agreement.

4.2 Either Party may terminate this Agreement by giving one (1) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this Agreement pursuant to clause 9 below, the obligations of the Parties in clause 3 herein shall survive and remain binding on the Parties for a period of five (5) years from the expiry or the earlier termination of this Agreement (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 4.3 below.

4.3 This Agreement may be renewed upon the mutual agreement of both Parties.

5. Right to Publish

The data and information accruing from this Agreement, which are of academic importance for the enrichment of knowledge, may be published by USM and UBU in accordance with their respective policies.

6. Relationship of the Parties

Nothing in this Agreement shall be construed as establishing or creating a partnership or a relationship of master and servant between any of the Parties or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

7. Public Statement

Both Parties agree that no public statement shall be made on this Agreement, or in relation to any products, processes, or inventions developed as a result of this Agreement unless approved first by both Parties.

8. Name, Official Emblem and Logo

- 8.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trademark (or any variation thereof) or other Intellectual Property (from now on referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.
- 8.2 Any use of the Brand Materials for the purposes stated in clause 8.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

9. Termination

- 9.1 If USM or UBU (as the case may be) commits any of the conditions stated here, then, the aggrieved Party shall be entitled to terminate this Agreement by serving a notice to that effect:
- (a) either Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or
 - (b) either Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or
 - (c) either Party goes into liquidation or passes a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or
 - (d) either Party fails to comply with any of the obligations under this Agreement.
- 9.2 The notice to terminate pursuant to clause 9.1 shall not be less than twenty one (21) days' written notice (from now on referred to as "Termination Notice"), save for in the case of sub-clause 9.1(d), whereby the Termination Notice shall be applicable and take effect only after the non-defaulting Party has first served a twenty one (21) days' written notice to the defaulting Party to remedy the default.

In the event the default is not remedied within the aforesaid period, the non-defaulting Party shall then serve on the defaulting-Party the Termination Notice to terminate the Agreement.

9.3 Upon termination of this Agreement, both Parties shall have no obligation to each other except for payments still outstanding and payable by one Party to the other for activities already undertaken prior to the date of such termination.

10. Notices

Any notice or communication between the Parties shall be delivered to the addresses as mentioned above, or sent to the facsimile number or emailed to the Party concerned.

11. Governing law

This Agreement shall be construed and interpreted in accordance with the applicable laws of Malaysia and Thailand respectively, subject always to where and when the dispute arises to decide the right forum of the jurisdiction.

12. E-Communication

The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

13. Force Majeure

Both Parties shall not be held liable for delays or failures to perform that result from events or circumstances beyond the reasonable control of either Party and in particular, any failure by either to carry out its obligations as set out in this Agreement.

14. Variation

The terms 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.

15. Assignment

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests, or benefits to any third party.

16. Mutual Cooperation and Relationship

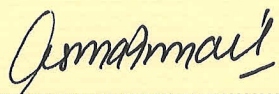
The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties mentioned here. Hence the Parties shall use their best endeavors to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close co-operation and mutual assistance.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

Signatures of representatives and witnesses of USM and UBU to approve this Memorandum of Agreement on the year and date written above:

SIGNED BY
for and on behalf of

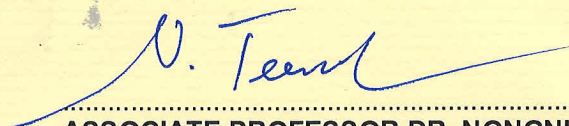
UNIVERSITI SAINS MALAYSIA



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PROFESSOR DATUK DR. ASMA ISMAIL,
FASc
Vice-Chancellor

SIGNED BY
for and on behalf of

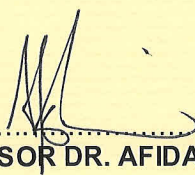
UBON RATCHATHANI UNIVERSITY



.....
ASSOCIATE PROFESSOR DR. NONGNIT
TEERAWATANASUK
President

In the presence of:

In the presence of:



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PROFESSOR DR. AFIDAH ABDUL RAHIM
Dean
School of Chemical Sciences



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ASSOCIATE PROFESSOR DR. UTITH
INPRASIT
Dean
Faculty of Science