



UTM
UNIVERSITI TEKNOLOGI MALAYSIA

LETTER OF INTENT
FOR THE RESEARCH COLLABORATION
BETWEEN
SEKOLAH TINGGI ILMU EKONOMI YAPAN
(STIE YAPAN), INDONESIA
AND
UNIVERSITI TEKNOLOGI MALAYSIA

Number : 054/A-SYP-JPP/XII/2017

Number :

Whereas the representatives of:

1. **SEKOLAH TINGGI ILMU EKONOMI YAPAN (STIE YAPAN)** a premier private university specializing in business and management studies and having its registered address at Jl. IKIP, Gunung Anyar, Blok E, No152-154/197-198, Surabaya, Indonesia (hereinafter referred to as "STIE YAPAN"); AND
2. **UNIVERSITI TEKNOLOGI MALAYSIA**, a Malaysian public research university established and incorporated under the Malaysian Universities and University Colleges Act 1971 having its address at Universiti Teknologi Malaysia, 81310 UTM Skudai, Johor Darul Ta'zim, Malaysia (hereinafter referred to as "UTM");

Have met and commenced discussions concerning collaborative research and development activities which are hereby particularised in this Letter of Intent as follows:

1. The collaboration between the Parties shall be undertaken with the objective of promoting research and development endeavour to increase international recognition.
2. 2 (Two) research and development activities to be collaborate are as follows:
 - a. **Student's Perspective of Service Quality in Education Indonesia and Malaysia (Case Study : STIE YAPAN Surabaya and Faculty of Management Universiti Teknologi Malaysia Johor)**
 - b. **Determinants of Undergraduate Business Student Satisfaction in Indonesia and Malaysia (Case Study : STIE YAPAN Surabaya and Faculty of Management Universiti Teknologi Malaysia Johor)**(Hereinafter referred to as the "Projects").
3. The Projects shall be conducted over a period of eighteen (18) months commencing April 2018 and ending October 2019 (hereinafter referred to as the "Projects Duration").

4. The responsibilities of the Parties shall be as follows:
 - a. STIE YAPAN shall be responsible for
 - i. Sourcing for research funding;
 - ii. Data collection; and
 - iii. Model validation with the real field data.
 - b. UTM shall be responsible for
 - i. Providing expert advice on instrument development;
 - ii. Data collection analyses and triangulation;
 - iii. Reviewing the research progress once in two months;
 - iv. Funds for UTM faculty travelling expenses if needed; and
 - v. Research room and facilities for collaborative work.
5. Dr. Fariz, SE,MM,ICPM (STIE YAPAN) and Assoc. Prof. Dr Ahmad Jusoh (UTM) shall act as the Liaison Officers who will develop and coordinate the various activities agreed upon. Through these officers, either party may initiate proposals for additional cooperative activities.
6. Confidential Information
 - 6.1 The Parties agree that the Collaboration may involve the disclosure of certain confidential information of the respective Parties. For the purpose of the Collaboration, the term "Confidential Information" refers to any and all information including but not limited to data and information pertaining to curricula, courses, syllabi, teaching materials, research and development activities and technical information made available by a Party ("Disclosing Party") to the other Party ("Receiving Party") during the course of the Collaboration.
 - 6.2 All Confidential Information shall be marked or identified as "CONFIDENTIAL" in writing and in a conspicuous manner at the time it is disclosed to the Receiving Party.
 - 6.3 All Confidential Information disclosed to or provided by or on behalf of the Disclosing Party pursuant to this Letter of Intent may not be disclosed, published, used or in any way exploited or permitted to be disclosed, published, used or exploited by the Receiving Party to any third party or re-produced for any purpose other than for the purposes stated in this letter without first obtaining the prior written approval of the Disclosing Party.
 - 6.4 The obligations under this Clause 6 shall extend to and bind all of the Receiving Party's officers, directors, employees, advisors, contractors, sub-contractors, consultants, agents or representatives to whom the Confidential Information and/or document or documents in which it is contained is made available except where the Confidential Information is in or has come into the public domain otherwise than by the default or negligence of either Party or is required to be disclosed by any governmental or other authority or regulatory body to such extent only as is necessary for that purposes or as is required by law.
 - 6.5 The confidentiality obligations under this Clause 6 shall survive the expiry of this Letter of Intent for a period of three (3) years.

7. For the purpose of this collaboration, Intellectual Property Rights shall include all data, instruments, research and development activities and technical information developed, obtained, created, written, prepared or discovered, whether patentable nor not, arising from or otherwise brought into existence pursuant to this collaboration.
- 7.1 Specifically:
- (a) **Background Intellectual Property Rights**
Background Intellectual Property Rights shall include any Intellectual Property Rights that are made available as between the Parties, which are to be used for starting the Projects. Background Intellectual Property Rights shall remain the separate property of the Party making such Background Intellectual Property Rights available.
 - (b) **Foreground Intellectual Property Rights**
Foreground Intellectual Property Rights shall include any Intellectual Property Rights that arise, or are obtained or developed, created, written, prepared and discovered jointly by the Parties, arising or otherwise brought into existence pursuant to this Letter of Intent.
- 7.2 The ownership of all Foreground Intellectual Property Rights arising out of this Letter of Intent shall be expressly subject to a Joint Development Agreement to be mutually agreed by the Parties.
- 7.3 The provision of this Clause 7 shall survive the expiry or termination of this Letter of Intent.
8. The data and information accruing from the Projects, which are of academic importance for the enrichment of knowledge, may be JOINTLY published by the Parties in accordance with respective Parties' policy. A publishing Party shall provide the other Party with a copy of any such proposed publication and the other Party may have at least twenty-one (21) days or such mutual extended period to be agreed upon by both Parties from the date of the other Party being provided with the copy of such proposed publication, for review of data and information deemed confidential. The purpose of this clause is to protect the rights of the Parties with respect to any contemplated publication concerning details of an invention or confidential information.
9. Except for Clauses 6, 7 and 8 hereinabove, the Parties agree that this Letter of Intent shall not be a legally binding agreement giving rise to any legal relationship, rights, duties or consequences, but is only a definite expression and record of the purpose of the parties to which the parties are bound in honour only.
10. It is further agreed that the terms and conditions of any agreed programme and activity contemplated in this Letter of Intent shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties wherever applicable PROVIDED ALWAYS that the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.
11. The Parties also agree that a specific Research Collaboration Agreement for the Projects is obligatory to be entered into within sixty (60) days from the date funding is received for the Projects.

12. The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this Letter of Intent, including without limitation its own costs and expenses in travel and accommodation.

In witness whereof, the Parties hereto have offered their signatures:

Accepted and Agreed to by:
Sekolah Tinggi Ilmu Ekonomi YAPAN
(STIE YAPAN)



Gogi Kurniawan, SE, MM
Rector STIE YAPAN

Date: 29th Desember 2017

Accepted and Agreed to by
Universiti Teknologi Malaysia

Prof. Datuk Ir. Dr. Wahid bin Omar
President/ Vice Chancellor

Date: