



RESEARCH COLLABORATION AGREEMENT

BETWEEN

UNIVERSITAS AHMAD DAHLAN

AND

POLITEKNIK LPP YOGYAKARTA

AND

UNIVERSITAS MUHAMMADIYAH YOGYAKARTA

AND

UNIVERSITI TEKNOLOGI PETRONAS

***NAMES, IDEOLOGY, EMOTIONS AND
EXPECTATIONS: A COMPARATIVE STUDY OF
EATERY NAMES BETWEEN MALAYSIA AND
INDONESIA***

THIS RESEARCH COLLABORATION AGREEMENT is made on the 17 day of June 2021 (hereinafter referred to as "**this Agreement**");

BETWEEN UNIVERSITAS AHMAD DAHLAN, a private higher learning institution established in 1960 as Muhammadiyah Institute of Teacher Training and Education and was officially changed into a university on 19th of December 1994 under the Ministry of Education and Culture Decree number 102/D/0/1994, located at Jalan Kapas No. 9 Semaki, Yogyakarta 55166, Indonesia (hereinafter referred to as "UAD") of the first part;

AND POLITEKNIK LPP YOGYAKARTA, a private higher learning institution located in Jalan LPP no. 1 Yogyakarta (hereinafter referred to as "LPP") of the second part.

AND UNIVERSITAS MUHAMMADIYAH YOGYAKARTA, a private higher learning institution established in 1981 located at Jalan Ring Road Selatan, Kasihan, Bantul, Indonesia (hereinafter referred to as "UMY") of the third part.

AND INSTITUTE OF TECHNOLOGY PETRONAS SDN. BHD. [Company No. 352875-U], a company incorporated in Malaysia and having its registered address at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur (hereinafter referred to as "ITPSB") which has been established to manage **UNIVERSITI TEKNOLOGI PETRONAS** (hereinafter referred to as "UTP"), a private higher learning institution established under the Private Higher Educational Institutions Act 1996 of the fourth part;

UAD, LPP, UMY and UTP shall hereinafter be referred to collectively as the "Parties" and individually as the "Party".

WHEREAS

- A. ITPSB has earlier entered into a Memorandum of Understanding (hereinafter referred to as the "MoU") dated 26 March 2018 with The Council of Higher Education Research and Development of Muhammadiyah (hereinafter referred to as the "Council"), which operates under the Central Board of Muhammadiyah.
- B. UAD is one of the ten (10) Higher Education Institutions under the Muhammadiyah Higher Education Institution and is under the purview of the Council and had currently obtained Institutional Accreditation of "A" from the National Accreditation Board for Higher Education in 2017.
- C. LPP is noted as the best private institution in polytechnic category in Indonesia 2016 focusing on nurturing qualified professionals in agriculture and other industries.



- D. UMY is a private university in Yogyakarta under affiliation of Muhammadiyah, the second largest Islamic organization in Indonesia, which is actively involved in education, training and various research activities in multiple areas.
- E. Pursuant to that MoU between UTP and UAD and Letter of Undertaking from LPP and UMY, the Parties are of the view that there are synergistic benefits to be derived from the Parties collaboration by way of sharing and further developing the knowledge and expertise of both parties in relation to “**Names, ideology, emotions and expectations: A Comparative Study of Eatery Names between Malaysia and Indonesia**”(hereinafter referred to as the “Project”).
- F. The Parties hereby agree to enter into this Agreement to define the obligations and responsibilities for the Project under this Agreement subject to the terms and conditions contained herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

CLAUSE 1 – DEFINITIONS AND INTERPRETATIONS

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

"Affiliate" means a company or corporation or other entity which currently or in the future directly or indirectly through one or more intermediaries, owns or controls, is controlled by, or is under common control with, a Party. For the purpose of this definition, “control” or “controlled” means the possession of at least fifty percent (50%) of the issued share capital of the Party or other entity or having the right to control the composition of the board of directors of the Party or other entity.

"Agreement" means this Agreement and the Schedules attached hereto.

"Competition Authority" means any governmental authority having jurisdiction in competition or antitrust matters under any competition or antitrust legislation in any country in which the Parties carry on or intend to carry on business or where its activities may have an effect;

"Competition Laws" means all applicable laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, abuse of dominance, lessening of competition, impeding effective competition, restraint of trade or collusion;

"Force Majeure" means any cause affecting the performance of this Agreement arising from or attributable to any acts, events, non-happenings, omissions or accidents beyond the reasonable control of the Party to perform and in particular but without limiting the generality thereof shall include strikes, lock-outs, industrial action, civil commotion, riot, invasion, war, threat of or preparation for

war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport, or political interference with the normal operation of either Party.

“Intellectual Property” means—

- (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 rights 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 Organization 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;

“Personal Data” means any information in respect of commercial transactions, which (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that it should be wholly or partly be processed by means of such equipment; or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of an organisation, including any Sensitive Personal Data (as hereinafter defined) and expression of opinion about the individual.



“Project” means the research and development project entitled **“Names, ideology, emotions and expectations: A Comparative Study of Eatery Names between Malaysia and Indonesia”** as further described in Schedule A of this Agreement.

“Sanctions” means all applicable laws concerning economic sanctions (including embargoes, export controls, restrictions on the ability to make or receive international payments, freezing or blocking of assets of targeted Persons, or the ability to engage in transactions with or involving specified Persons or countries, or any applicable law that threatens to impose economic sanctions on any Person for engaging in targeted behaviour) of any jurisdictions including:

- (a) the United Nations;
- (b) Malaysia;
- (c) Indonesia;
- (d) the European Union;
- (e) the United Kingdom (including those administered by HM Treasury);
- (f) the United States (including those administered by the Office of Foreign Assets Control of the Department of the Treasury, the Bureau of Industry and Security of the Department of Commerce, or the Department of State);

“Sensitive Personal Data” means any Personal Data consisting of information as to the physical or mental health or condition of an individual, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence or such other Personal Data as may be determined under Malaysia’s Personal Data Protection Act from time to time.

- 1.2 Any word (including a word defined or given a special meaning) denoting the singular shall include the plural and vice versa.
- 1.3 Any word denoting one gender only shall include each other gender.
- 1.4 A reference to a person shall include a corporation as well as a natural person.
- 1.5 A reference to a Schedule is a reference to a Schedule to this Agreement.

CLAUSE 2 – COMMENCEMENT & TERM

Unless otherwise agreed to in writing by the Parties, the Project shall be conducted over a period of twelve (12) months commencing **1 October 2020** and ending **30 September 2021**.



CLAUSE 3 – STATEMENT OF WORK

- 3.1 The Parties agree to collaborate on the Project and shall use reasonable endeavours to carry out in a diligent manner those parts of the Project allocated to it, in accordance with the details specified in **Schedule A**. The Parties recognize that the Project is research in nature and hence completion within the period of performance or the achievement of the deliverables or milestones specified in Schedule A is feasible but not guaranteed.
- 3.2 The Parties acknowledge that the primary mission of the Project is education and the advancement of knowledge; and, consequently, the Project will be performed in a manner best suited to carry out that mission. Each Party will make best efforts to achieve the objectives of the Project but does not represent or warrant that the Project will be successful in any way or that any specific results will be obtained.
- 3.3 The Parties shall ensure that the Project Team as defined in Clause 6 of this Agreement are given full access to all information and to all areas within either Parties' sites which are relevant for them to carry out work on the Project subject to the rules and regulations applicable to each Party.
- 3.4 The Parties shall furnish such necessary facilities and equipment available at their respective sites as necessary for the Project to be carried out.
- 3.5 During the course of the Project, a Party may find it advantageous to modify the Project. Any modifications will be documented and formalized in a written amendment to this Agreement and any such amendment will become effective only if signed by all Parties to this Agreement through their authorized representatives.
- 3.6 Nothing in this Agreement will be construed to limit the freedom of each Party or its faculty, researchers or students who are participants under this Agreement, from engaging in similar research under other grants, contracts, or research agreements with other parties SUBJECT ALWAYS to Clause 9 on Confidentiality.

CLAUSE 4 – FINANCIAL ARRANGEMENTS

- 4.1 The Parties undertake to provide the following research funding (hereinafter referred to as the "Funding") for the purposes of implementing the Project as per following:

Parties	Funding Amount	
UTP	Ringgit Malaysia Twenty-Two Thousand Only	RM 22,000.00
UAD	Indonesian Rupiah Seventy-Five Million Only	IDR 75,000,000.00
UMY	Indonesian Rupiah Ten Million Only	IDR 10,000,000.00 (in-kind)
LPP	Indonesian Rupiah Seven Million and Five Hundred Thousand Only	IDR 7,500,000.00 (in-kind)

- 4.2 Within thirty (30) days upon signing of this Agreement:
- a) UTP shall submit an invoice to UAD for the Funding Amount and UAD shall transfer the Funding Amount to UTP within forty-five (45) days from the date of receipt of the invoice. Upon receiving the Funding Amount, UTP shall utilize the Funding Amount for the purpose of performance of the Project.
 - b) UAD shall submit an invoice to UTP for the Funding Amount and UTP shall transfer the Funding Amount to UAD within forty-five (45) days from the date of receipt of the invoice. Upon receiving the Funding Amount, UAD shall utilize the Funding Amount for the purpose of performance of the Project.
- 4.3 For the avoidance of doubt, the Parties shall utilise their respective Research Grant solely for the purpose of performing the Projects.
- 4.4 Each Party shall bear its own costs in transferring the amounts described in Clauses 4.2 above, including but not limited to bank charges and shortfall due to foreign exchange currency transaction, if any.

CLAUSE 5 – TAXES

- 5.1 Each Party shall be responsible for and shall pay at its own expense when due and payable all taxes assessed against it by a taxation authority of competent jurisdiction in connection with this Agreement. All taxes levied on each Party shall be for the account of each Party and shall not be reimbursed by the other Party.
- 5.2 Each Party shall fully protect and indemnify the other Party and hold the other Party safe and harmless from any and all claims or liability for taxes assessed or levied by the tax authority of competent jurisdiction, whichever is applicable against ITPSB or other Parties for or on account of any payment made in connection with this Agreement.
- 5.3 Each Party further shall fully protect and hold the other Party harmless from all taxes assessed or levied against or on account of wages, salaries or other benefits paid to or enjoyed by each Party's employees, and all taxes assessed or levied against, on or for account of any property or equipment of the other Party in connection with the performance of this Agreement.
- 5.4 For the avoidance of doubt, "tax" or "taxes" as mentioned above include but shall not be limited to all income, profit, withholding tax, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions, imposed or that may be imposed by law, regulations or trade union contracts, which are enforced by or on behalf the tax authority of competent jurisdiction and includes penalties, interest and fines in respect thereof.



CLAUSE 6 – PROJECT TEAM

- 6.1 For the purposes of carrying out their responsibilities under this Agreement,
- 6.1.1 UAD shall designate **Ajar Pradika Ananta Tur** as the UAD principal researcher (hereinafter referred to as “UAD Principal Researcher”) and other appropriate personnel as researchers for the Project, hereinafter referred to as the “Researchers”, and assisted by others as assigned by the Principal Researcher. UAD shall be entitled to nominate alternate personnel to act as Researchers and/or the Principal Researcher in the event the named Researchers or Principal Researchers become unavailable to carry out such duties.
- 6.1.2 LPP shall designate **Arini Sabrina** as the LPP principal researcher (hereinafter referred to as “LPP Principal Researcher”) and other appropriate personnel as researchers for the Project, hereinafter referred to as the “Researchers”, and assisted by others as assigned by the Principal Researcher. LPP shall be entitled to nominate alternate personnel to act as Researchers and/or the Principal Researcher in the event the named Researchers or Principal Researchers become unavailable to carry out such duties.
- 6.1.3 UMY shall designate **Yashinta Farahsani** as the UMY principal researcher (hereinafter referred to as “UMY Principal Researcher”) and other appropriate personnel as researchers for the Project, hereinafter referred to as the “Researchers”, and assisted by others as assigned by the Principal Researcher. UMY shall be entitled to nominate alternate personnel to act as Researchers and/or the Principal Researcher in the event the named Researchers or Principal Researchers become unavailable to carry out such duties
- 6.1.4 ITPSB shall designate **Azelin Mohamed Noor** as the UTP principal researcher (hereinafter referred to as “UTP Principal Researcher”) and other appropriate personnel as researchers for the Project, hereinafter referred to as the “Researchers”, and assisted by others as assigned by the Principal Researcher. ITPSB shall be entitled to nominate alternate personnel to act as Researchers and/or the Principal Researcher in the event the named Researchers or Principal Researchers become unavailable to carry out such duties.
- 6.2 The Parties agree that the UTP Principal Researcher shall act as the principal researcher for the Project.
- 6.3 The initial Project team members shall be as particularised in Schedule A.



CLAUSE 7 – PROGRESS REPORTS

- 7.1 All Parties through their Project Team shall furnish the other Party with written reports as to the progress of works carried out for the Project from time to time including record on utilization of Funding Amount in carrying out the Project.
- 7.2 Each Party shall respond promptly to any queries from the other Party from time to time in respect of the progress of the works in relation to the Project and any other matters in relation thereto by such means as are agreed from time to time by the Parties hereto.

CLAUSE 8 – INTELLECTUAL PROPERTY

- 8.1 For the purpose of this Project:
- (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 the Project, subject to discussion and mutual agreement between the Parties. 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 Agreement.
 - (i) To the extent that the Foreground Intellectual Property is generated or developed by UTP alone, then it shall vest in and be owned absolutely by ITPSB;
 - (ii) To the extent that the Foreground Intellectual Property is generated or developed by UAD, LPP or UMY alone, then it shall vest in and be owned absolutely by the respective Party.
 - (iii) To the extent that the Foreground Intellectual Property are generated or developed by the Parties, then it shall vest in and be owned jointly by all Parties;

Each Party hereby grants to the other, a royalty-free, irrevocable, non-transferable, non-sublicensable, non-exclusive license to use the Foreground Intellectual Property for the purpose of carrying out the Project and for its own internal research and development.



- 8.2 The ownership of all Foreground Intellectual Property Rights arising out of the Project shall be expressly subject to a separate written agreement to be mutually agreed by the Parties.
- 8.3 The provision of this Clause 8 shall survive the expiry or termination of this Agreement.

CLAUSE 9 – CONFIDENTIALITY

- 9.1 The Parties agree that the Project may involve the disclosure of certain confidential information of the respective Parties. For the purpose of the Project, 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 activities and technical information made available by a Party (“Disclosing Party”) to the other Party (“Receiving Party”) during the course of the Project.
- 9.2 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.
- 9.3 All Confidential Information disclosed to or provided by or on behalf of the Disclosing Party pursuant to this Agreement 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 Project without first obtaining the prior written approval of the Disclosing Party.
- 9.4 The obligations under this Clause 9 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.
- 9.5 The confidentiality obligations under this Clause 9 shall survive the expiry of this Agreement.

CLAUSE 10 – RIGHT TO PUBLISH

- 10.1 The data and information accruing from the Project, which are of academic importance for the enrichment of knowledge, may be JOINTLY published by all Parties in accordance with respective Parties’ policy. A publishing Party shall provide the other Parties with a copy of any such proposed publication and the other Parties may have at least twenty-one (21) days or such mutual extended period to be agreed upon by the Parties from the date of the other Parties being



provided with the copy of such proposed publication, for review of data and information deemed confidential as defined in Clause 9 above relating to confidentiality or patentable items (hereinafter referred to as the "Review Period"). The purpose of this clause is to protect the rights of all Parties with respect to any contemplated publication concerning details of an invention or confidential information, etc.

10.2 If deemed reasonably necessary by the Parties to protect such interests, any contemplated publication containing details of an invention, etc. shall be withheld until a patent application is filed or other appropriate steps to protect commercial value have been completed. However, in no event shall any delay of publication exceed twelve (12) months from the date the proposed publication is submitted to the other Party. All publications shall not include the Parties' confidential information as defined in the Confidentiality Clause as reasonably determined and communicated to the Parties within the Review Period.

CLAUSE 11– 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 hereto or as constituting any party as an agent or representative of the other Party for any purpose or in any manner whatsoever.

CLAUSE 12 – TERMINATION

12.1 If either Party ("Defaulting Party") commits any of the conditions stated below, then, the non-defaulting Party shall be entitled to terminate this Agreement by serving a notice to that effect:

12.1.1 the Defaulting Party becomes insolvent or is unable to pay its debts when due or admits in writing its inability to pay its debts; or

12.1.2 the Defaulting Party enters any arrangement or composition with its creditors generally, or a receiver or manager is appointed; or

12.1.3 the Defaulting Party goes into liquidation or passed a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or

12.1.4 the Defaulting Party fails to comply with any of the obligations under this Agreement.

12.2 The notice to terminate in the case of sub-clauses 12.1.1 to 12.1.3 shall not be less than twenty one (21) days, save for in the case of sub-clause 12.1.4, whereby the notice to terminate shall take effect only after the non-defaulting Party first giving twenty one (21) days' notice in writing to the Defaulting Party to remedy a default, and where such default is not remedied in that period, upon giving not less than further twenty one (21) days' notice of termination.



12.3 Upon termination of this Agreement, both Parties shall have no obligation to each other.

12.4 Notwithstanding Clause 12.3, the obligations of the Parties under Clauses 8 and 10 with regard to Foreground Intellectual Property only shall survive the termination of this Agreement.

CLAUSE 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 Clause 3 and Schedule A.

CLAUSE 14 – PUBLIC STATEMENT

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

CLAUSE 15 – NAME, OFFICIAL EMBLEM AND LOGO

15.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo trade mark (or any variation thereof) or other Intellectual Property (hereinafter 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.

15.2 Any use of the Brand Materials for the purposes stated in Clause 15.1 above shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other party’s Brand Materials.

CLAUSE 16 – ASSIGNMENT

This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party.

CLAUSE 17 – WAIVER

17.1 The waiver by a Party in respect of any breach of a term of this Agreement by the other party shall not be deemed to be a waiver in respect of any other term or of any subsequent breach of that term.

17.2 The failure of a Party to enforce at any time any term of this Agreement shall in no way be interpreted as a waiver of such term.



CLAUSE 18 – APPLICABLE LAW

The Parties to this Agreement shall observe and comply with all laws, rules and regulations of each other's country where this Agreement or any portion thereof is performed.

CLAUSE 19 – DISPUTE RESOLUTION

19.1 In the event of any difference or dispute arising between the Parties relating to the validity, interpretation, construction or performance of this Agreement, the Parties shall use their best endeavours to settle amicably such difference or dispute by consultation and negotiation.

19.2 If, and to the extent that, any dispute has not been settled pursuant to Clauses 19.1 above, then the dispute shall be referred to and finally resolved by arbitration in Kuala Lumpur in accordance with the Asian International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference to this Clause 19. The language of the arbitration shall be English. Any award made hereunder shall be final and binding upon the Parties hereto and judgment on such award may be entered into any court or tribunal having jurisdiction thereof.

CLAUSE 20 - PERSONAL DATA PROTECTION

20.1 During the ordinary course of dealings between the Parties and in connection with the performance of this Agreement, the Parties acknowledge that they need to process Personal Data belonging to or supplied by each Party or from authorized third parties or any other persons from time to time by electronic or paper-based means.

20.2 By entering into this Agreement, the Parties expressly and explicitly acknowledge and consent to:

- (a) the processing of such Personal Data by each Party for the purpose of performance of this Agreement and for all other purposes that are necessary, incidental or related to the performance of this Agreement;
- (b) the processing of such Personal Data within and, where necessary, outside Malaysia and Indonesia;
- (c) the transfer and disclosure of such Personal Data to third parties authorised by each Party within and, where necessary, outside Malaysia and Indonesia, provided that these third parties undertake to keep such Personal Data confidential, or to any persons, authorities or regulators to whom the Parties are compelled, permitted or required under the law to disclose to.



For the purpose of this clause, “third parties” include but not limited to each Party’s holding or parent company, subsidiaries, related and/or associated companies, vendors, suppliers, business partners, professional advisers, agents, contractors, third party service providers, insurance companies, banks and financial institutions.

20.3 The Parties expressly and explicitly agree to process such Personal Data in accordance with the requirements of any applicable law or such other applicable data protection laws and regulations of each Party’s country that substantially similar to Malaysian Personal Data Protection Act 2010 (“PDPA 2010”).

CLAUSE 21 - SANCTIONS AND EXPORT CONTROLS

21.1 Each Party shall perform this Agreement in compliance with any applicable Sanctions laws. No Party shall be obliged to perform any obligation under this Agreement if this would not be compliant with, would be in violation of, inconsistent with, or would expose either Party to punitive measures under any laws, regulations applicable to either Parties relating to Sanctions.

21.2 Warranties

- (a) All Parties warrant and declare that to the best of its knowledge, information and belief, each of their respective directors, officers, employees, agents and representatives:
 - (i) are not the target or subjects of any Sanctions;
 - (ii) are not owned or controlled by any person who is the target or subject of any Sanctions;
 - (iii) are not acting for the benefit of or on behalf of any person that is the target or subject of any Sanctions; and
 - (iv) have not been engaging and will not engage in any conduct/activity that would result in breach of any Sanctions or becoming a target or subject of Sanctions.

- (b) Specifically, UAD, UMY and LPP warrant that:
 - (i) it is not prevented by any Sanctions from fulfilling its obligations under the Agreement;
 - (ii) by entering into this Agreement with ITPSB, it will not result in ITPSB violating any of ITPSB’s obligations under any Sanctions; and
 - (iii) where necessary, UAD, UMY and LPP has obtained all the relevant permits and/or licences that are required under any applicable laws for the performance of this Agreement.

- (c) UAD, UMY and LPP undertake to promptly notify ITPSB in the event it is no longer able to comply with the warranties above. UAD, UMY and



LPP fully indemnify ITPSB, its directors, shareholders and employees for any losses arising from a breach of these warranties.

21.3 Suspension and Termination

(a) Where any performance by a Party of any obligation in this Agreement would be in violation of, inconsistent with, or expose such party, or a parent company of such party, to punitive measures under any Sanctions, the Party shall, suspend the affected obligation and immediately give written notice to the other party of the affected obligation. Once such notice has been given the Parties shall be entitled to –

- (i) suspend the affected obligation (whether payment or performance) until such time as the obligation is no longer affected; and/or
- (ii) where the obligation continues to be affected (or is reasonably expected to continue to be affected) until the end of the contractual time, for discharge thereof, to a full release from the affected obligation,

in each case, subject as provided above, without any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees or expenses).

(b) Where the affected obligation materially affects the performance of the Agreement, the Parties shall enter into consultation in good faith with a view to mutually agree on appropriate measures/actions to continue with this Agreement in manner which strictly complies with the applicable laws. Where the Parties could not agree on such measures/actions within fourteen (14) days from the start of the consultation, either Party shall have the right, to immediately terminate this Agreement.

(c) Notwithstanding any of the above, where the relevant obligation relates to payment for goods which have already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the payment obligation is no longer affected.

21.4 Export Controls

(a) Each Party warrants to the other Party that all goods or services supplied under this Agreement shall not be used for any activities that will or may facilitate the design, development, production and delivery of or in connection with the weapons of mass destruction or any terrorism activities or any restricted activity under the Malaysian Strategic Trade Act 2010 (“STA”) or any other applicable export controls



laws. Each Party fully indemnifies the other Party for any losses arising from the breach of the STA and/or any other applicable export controls laws.

- (b) Notwithstanding anything to the contrary contained herein, all obligations of the Parties are subject to prior compliance with export regulations applicable to each Party and such other related laws and regulations as may be applicable to each Party, and to obtaining all necessary approvals required by the applicable government entity. Each Party shall each use its reasonable efforts to obtain such approvals for its own activities. Each Party shall cooperate with the other Parties and shall provide assistance to the other Parties as reasonably necessary to obtain any required approvals.

CLAUSE 22 - ANTI-MONEY LAUNDERING

The operations of the Parties and its Affiliates are, have been conducted, and will at all times hereinafter be conducted in compliance with applicable financial recordkeeping and reporting statutory requirements, money laundering statutes (and the rules, guidelines and regulations thereunder) and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency in or outside of Malaysia having jurisdiction over the Parties and/or any of its Affiliates (collectively, "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator and no regulatory investigation involving the Parties and/or any of its Affiliates with respect to the Money Laundering Laws is pending or threatened or will hereinafter be instituted or commenced by any governmental agency in or outside of Malaysia against the Parties or any of its Affiliates.

CLAUSE 23 - ETHICS AND ANTI-BRIBERY

None of the Parties or any of its Affiliates, nor, any director, officer, agent, employee or other person acting on behalf of the Parties or any of its Affiliates is aware of or has taken any action, directly or indirectly that would result in, or is at any time prior to or after the date hereof being subject to any internal and/or regulatory investigation in relation to, a violation by such persons of the PETRONAS Code of Business Ethics ("**COBE**"), the PETRONAS Anti-Bribery Policy as well as any applicable anti-bribery law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 ("**MACC Act**"), the United Kingdom Bribery Act 2010 ("**UK Bribery Act**") and U.S. Foreign Corrupt Practices Act of 1977 ("**FCPA**"). Furthermore, the Parties and its Affiliates have at all times conducted their businesses in compliance with the MACC Act, the UK Bribery Act, the FCPA and similar laws, rules or regulations (as amended from time to time) (collectively, "**Anti-Bribery Laws**") and have instituted, maintained and at all times complied with their policies and procedures designed to ensure continued compliance with such Anti-Bribery Laws.



CLAUSE 24 - COMPETITION LAWS

24.1 UAD, UMY and LPP have not:

- (a) been party to or engaged in or the subject of any agreements, decisions, concerted practices, or activities which in whole or part are prohibited or void or in breach of Competition Laws in any jurisdiction in which it carries on or intends to carry on business or where its activities may have an effect;
- (b) committed any abuse, either alone or jointly with any other enterprises, of a dominant position in Malaysia and/or in any jurisdiction;
- (c) made any submission or application or given any undertaking (whether or not legally binding) to a Competition Authority in any jurisdiction in respect of any agreements, decisions, or concerted practices pursuant to or in connection with Competition Laws in any jurisdiction;
- (d) been the subject of any investigation or enquiry by Competition Authority in any jurisdiction; or
- (e) received any process, notice, request for information or other communication (formal or informal) from a Competition Authority in any country in which the institution carries on or intends to carry on business or where its activities may have an effect.

24.2 In respect of this Agreement, the Parties undertakes:

- (a) to comply, and will procure its Affiliates to comply, with all applicable Competition Laws;
- (b) to promptly notify ITPSB in writing of any suspected or occurrence of infringement of any Competition Laws; and
- (c) to promptly notify ITPSB in the event it is no longer able to comply with the warranties in paragraph 23.1 above.

24.3 UAD, UMY and LPP fully indemnify ITPSB, its directors, shareholders and employees for any losses arising from a breach of the warranties in Clause 24.1 above.

CLAUSE 25 – NOTICES

25.1 Any notice (including any approval, consent or other communication) in connection with this Agreement shall be:

- (a) made in writing in the English language.

(b) delivered by hand or sent by prepaid courier to the address of the addressee and marked for the attention of the person so specified, or to such other address or facsimile number, and/or marked for the attention of such other person as the relevant party may from time to time specify by notice given in accordance with this clause.

25.2 The relevant details of each Party at the date of this Agreement are stipulated in Schedule C.

25.3 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with Clause 25.4 below.

25.4 A notice is deemed to be received in the case of delivery by hand or by prepaid courier to the address of the addressee, on the day on which it is received at that addressee's address.

25.5 A notice received or deemed to be received in accordance with Clauses 25.3 and 25.7 on a day, which is not a Business Day, or after 5 p.m. on any Business Day according to local time in the place of receipt, shall be deemed to be received on the next following Business Day.

25.6 For the purposes of this Article 25, "Business Day" shall mean a day not being a Saturday, Sunday or gazetted public holiday on which trading banks are generally open for business in the place where the notice is received.

25.7 Each Party undertakes to notify the other Party by notice served in accordance with this Clause if the address specified herein is no longer an appropriate address for the service of notices and/or formal correspondence.

25.8 Electronic Communication

Any communication to be made between any Parties under or in connection with this Agreement may be made by electronic mail or other electronic means, to the extent that the Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if the Parties:

- a) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means;
- b) notify each other of any change to their address or any other such information supplied by giving them not less than five (5) Business Days' notice; and
- c) any electronic communication made between the Parties will be effective only when it is actually received in a readable form.

CLAUSE 26 – ENTIRE AGREEMENT

The terms of the Agreement between the Parties are those set out in this Agreement and the Schedules and no written or oral agreement or understanding made or entered into prior to the date of this Agreement shall in any way be read or incorporated into this Agreement.

CLAUSE 27 – SUCCESSORS-IN-TITLE

This Agreement shall be binding on the respective heirs, personal representatives, receivers, successors-in-title and assigns of the Parties hereto.

CLAUSE 28 – AMENDMENT/MODIFICATION

Any provision of this Agreement may be amended or modified by mutual consent between the Parties and such amendment/modification shall be in writing and signed by the duly authorized representative of the Parties.

CLAUSE 29 – LIMITATION OF LIABILITY

Notwithstanding anything contained to the contrary in this Agreement, neither Party shall be liable to the other Party under this Agreement for or in respect of any indirect, incidental or consequential losses and/or damages arising or alleged to arise out of either Party's failure to properly carry out its obligations under this Agreement.

CLAUSE 30 – WARRANTY, INDEMNITY AND LIABILITY

- 30.1 The Parties undertake to indemnify and keep each other indemnified from and against any and all loss, damage, or liability resulting from the breach of the Agreement including any act, neglect, or default of their respective employees or agents.
- 30.2 Each Party represents to the other Party that:
 - 30.2.1 it has legal power, authority and right to enter into this Agreement and to perform its obligations hereunder;
 - 30.2.2 it is not at the Commencement Date a party to any agreement or understanding with any third party which in any significant way prevents it from fulfilling any of its material obligations hereunder; and
 - 30.2.3 to the best of its knowledge, the title in any Intellectual Property disclosed or made available in pursuant to this Agreement or anything made, used or otherwise disposed of in connection with the same will be free from infringement of patents, copyrights, trademarks or other intellectual property rights of any third party.
- 30.3 Nothing in this Agreement shall be construed as an obligation by the Party to bring or prosecute or defend actions or suits against/by third parties for infringement of patents, copyrights, trademarks or other intellectual property or



contractual rights, whether in connection with the Know-how and Intellectual Property or the Project IP or otherwise.

- 30.4 A Party, including its affiliates, officers, directors, employees, agents, or contractors, shall not be liable, in contract, tort, negligence, breach of statutory duty or on any other legal theory or basis, for any indirect or consequential loss, including loss of profit, revenue or goodwill, incurred by another Party arising from or in connection with this Agreement.
- 30.5 Each Party shall be solely responsible and liable for the acts and omissions of its directors, agents, contractors, and employees.
- 30.6 The parties acknowledge and agree that in the event of a material breach of the Agreement by either party, the non-defaulting party shall endeavor to do all things as may reasonably be necessary to mitigate any losses that it may suffer pertaining such breach.

CLAUSE 31 – CONTINGENCY

The Parties recognise that it is impracticable to make provisions in this Agreement for every contingency that may arise in the course of performance and implementation of the Agreement and accordingly agree that it is their mutual intention that this Agreement shall operate between them with fairness and equity and if in the course of performance and implementation thereof unfairness to a Party is disclosed or foreseen then the Parties shall use their best endeavour to mutually agree upon such action as may be necessary to fairly and equitably remove the cause or causes of the same.

CLAUSE 32 – COUNTERPARTS

This Agreement may be executed in counterparts all of which shall constitute one agreement binding on both Parties and shall have the same force and effect as an original instrument notwithstanding that both Parties may not be signatories to the same original or the same counterpart.

CLAUSE 33 - DIGITAL SIGNATURE

The Parties may sign and deliver this Agreement by facsimile or by emailed portable document format (“PDF”) document (or other mutually agreeable document format), and a reproduction of this Agreement with a Party's signature made by facsimile or PDF, sent by facsimile or email shall have the same effect as and be enforceable as a signed and delivered original version of this Agreement.

CLAUSE 34 – COSTS AND EXPENSES

Each Party shall bear its own costs and expenses incurred in the preparation, execution, stamping and implementation of this Agreement.

[End of Clauses]



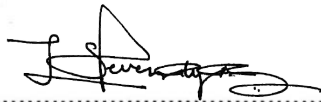
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Signed by and on behalf of
INSTITUTE OF TECHNOLOGY PETRONAS SDN. BHD.



.....
Prof. Ts. Dr. Mohamed Ibrahim Abdul Mutalib
Vice Chancellor and CEO


In the presence of



.....
Prof. Ir Dr. Mohd Shahir Liew
Deputy Vice Chancellor (Research and Innovation)




Signed by and on behalf of
UNIVERSITAS AHMAD DAHLAN



.....
Dr. Muchlas, M.T.
Rector

In the presence of



.....
Ajar Pradika Ananta Tur, S.S., M.A.
Project Leader

Signed by and on behalf of
POLITEKNIK LPP YOGYAKARTA




.....
Ir. Mustangin, S.T., M.Eng. IPM
Director

In the presence of



.....
Arini Sabrina, S.Pd., M.Pd.
Project Leader

Signed by and on behalf of
UNIVERSITAS MUHAMMADIYAH YOGYAKARTA




.....
Dr. Ir. Gunawan Budiyanto, M.P.
Rector

In the presence of



.....
Yashinta Farahsani, S.S., M.A.
Project Leader

SCHEDULE A

PROJECT DETAILS

1.0 Background

Language and ideology are intertwined. Ideology provides the framework within which a linguistic message is constructed and expressed. It is a set of ideas, views and social beliefs which behavior and actions are determined. Ideology forms a view on the world, reality; past present and future which are of common interest to social communities as well as influences rapprochement among community members and enhances social cohesion.

The influence of ideology can be noted in language policy and language planning efforts since it enables actions taken by a certain social group to standardize a particular language. Another realm in which the influence of ideology becomes noticeable is the realm of discourse. By influencing communication, linguistic ideology becomes a powerful tool for spreading views and ideas based on a certain ideological framework. Ideological influence on language is one of the most illustrative examples of linguistic determinism.

The influence of ideology in language is manifested in the form of creating beliefs and convictions regarding the evaluation of language forms and their functional use by language users. These manifestations can be seen in the form of naming system of wards, pavilion, or room corridors of hospitals such as Religion-based Hospitals, Education-linked hospitals, Woman and Children hospitals, and psychiatric hospitals.

In Islamic hospitals, for example, the naming system is closely related to Islamic icons such as *Muzdalifah*, *Multazam*, *Halimah*, or others. This will be different from Christian hospitals that have *St. Corolus*, *St. Pulus*, and others. However, the government hospitals have more general patterns in naming their pavilions by having the names of flora and fauna, medical kits, among others.

This research will explore the correlation between the language use and the ideology in naming the wards regarding to the form of the name and the references; the motivation highlighting the name; and the attitude of the managements toward their service, facilities, and treatments.

Research Question

To have deeper understanding toward the case of this study, some research questions are proposed.

1. What are the linguistic features of the name of wards in the hospitals in Malaysia and Indonesia?
2. What is the motivation highlighting the name of the wards related to the references of the name?
3. How do the management keep their ideology toward their policies, services, facilities, and treatments?

2.0 Objectives of the Project

1. To identify the forms of linguistics features of eatery names such as word, phrase, clause, or sentence and other forms in Malaysian and Indonesian hospitals.
2. To investigate the references of the name and the motivation behind the name of the wards
3. To shed light on the management in keeping their ideology toward their policies, services, facilities, and treatments.

3.0 Scope of Work

- (a) UTP
 1. Identifying the issue of naming practice in Malaysian hospitals
 2. Collecting data taken from the selected Malaysian hospitals and interviewing respondents
 3. Analysing and concluding the result in forms of scientific publications
- (b) UAD
 1. Identifying the issue of naming practice in Indonesian hospitals
 2. Collecting data taken from the selected Indonesian hospitals and interviewing respondents
 3. Analysing and concluding the result in forms of scientific publications
- (c) UMY
 1. Identifying the issue of naming practice in Indonesian hospitals
 2. Collecting data taken from the selected Indonesian hospitals and interviewing respondents
 3. Analysing and concluding the result in forms of scientific publications
- (d) LPP
 1. Identifying the issue of naming practice in Indonesian hospitals
 2. Collecting data taken from the selected Indonesian hospitals and interviewing respondents
 3. Analysing and concluding the result in forms of scientific publications

4.0 Outcomes/Deliverables of the Project

This project will produce at least 2, Q1/Q2 journal papers and 1 indexed conference proceedings or journal.

5.0 Project Timeline

No	Activities	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Literature review	■	■										
2	Observation and data collection on Religion-based Hospitals,			■									
3	Observation and data collection on Education-linked Hospitals,				■								
4	Observation and data collection on Woman and Children Hospitals					■							
5	Observation and data collection on Psychiatric Hospitals							■					
6	Data Analysis			■	■	■	■	■	■	■	■		
7	Report Writing and Publication										■	■	■

6.0 Project Team Members

UTP

- (a) Azelin Bt Mohamed Noor
- (b) A.P. Dr. Shahrina Md. Nordin
- (c) A.P. Dr. Ting Ding Hooi

UAD

- (a) Ajar Pradika Ananta Tur
- (b) Muhammad Hafiz Kurniawan
- (c) Ida Puspita

LPP

- (a) Arini Sabrina

UMY

- (a) Yashinta Farahsani

**SCHEDULE B
UTILISATION OF RESEARCH GRANT AND FINANCIAL SUPPORT
@ PROJECT COST**

No.	Description	Cost (RM)
1	Travel and Transportation	11200
2	Research Materials & Supplies	1000
3	Special Services	8300
4	Special Equipment and Souvenirs	1500
	TOTAL	22000

PAYMENT SCHEDULE

No.	Milestone	Percentage	Amount (RM)
1.	Observation	50	11000
2.	Analysis	30	6600
3.	Final Report	20	4400
	TOTAL		22000

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No.	Description	Cost IDR
1.	Wages and Allowances for Temporary and Contract Personnel; Special Service, Research Material	Rp 19.500.000
2.	Survey & data collection, data analyze, Hosting of webinar, zoom, internet packages, souvenirs.	Rp 36.000.000
3.	Indexed Journal (translate, check plagiarism, fee publication), research report	Rp 20.000.000
	TOTAL	Rp 75.000.000

No.	PAYMENT SCHEDULE (Milestone)	Percentage	Amount (IDR)
1.	Initial Preparation Discussion and Meeting Stage	25%	Rp 19.000.000
2.	Implementation Stage	48%	Rp 36.000.000
3.	Evaluation and Report Stage	27%	Rp 20.000.000
	TOTAL	100%	Rp 75.000.000

** For further details, reference can be made to the Approved Project Proposal.*

**SCHEDULE C
NOTICE**

	Name of Parties	For Contractual Matters:	For Technical Matters:
1	Universiti Teknologi PETRONAS/Institute of Technology PETRONAS Sdn. Bhd.	Legal Services Unit Universiti Teknologi PETRONAS 32610 Bandar Seri Iskandar, Perak Malaysia Tel.: 605-368 8239/8506 Email: utplegal@utp.edu.my	Research Management Centre (RMC) Universiti Teknologi PETRONAS 32610 Bandar Seri Iskandar, Perak, Malaysia Tel.: E-mail: research@utp.edu.my
2	Universitas Ahmad Dahlan	Cooperation and International Affairs Office Kampus 1 Jl. Kapas 9, Semaki, Umbulharjo, Yogyakarta 55166 Tel.: +620274)563515 Fax: +62274-564604 Email: uia@uad.ac.id Recipient/Person in-Charge: Ida Puspita	Institute of Research and Community Service Tel.: Fax: Email: lp3m@uad.ac.id Recipient/Person in-Charge: Dr. Anton Yudhana
3	Universitas Muhammadiyah Yogyakarta	International Relation Office Jalan Brawijaya Kasihan Bantul DIY 55183 Telp +62274 387656 Email bkln@umy.ac.id Recipient/Person-in-Charge: Yordan Gunawan, SH MBA MH	Research and Community Service Board Jalan Brawijaya Kasihan Bantul DIY 55183 Tel: +62274 387656 Email: lp3m@umy.ac.id Recipient/Person-in-Charge: Dr. Gatot Supangkat, MS, IPM.
4	Polteknik LPP Yogyakarta	Jalan LPP No. 1 Yogyakarta, DIY, Indonesia. Tel: +62274555776 Fax: +62274585274 e-mail: surat@politeknik-lpp.ac.id Recipient/Person-in-Charge: Arini Sabrina	Jalan LPP No. 1 Yogyakarta, DIY, Indonesia. Tel: +62274555776 Fax: +62274585274 e-mail: surat@politeknik-lpp.ac.id Recipient/Person-in-Charge: Arini Sabrina