

Memorandum of Understanding

between

**Stanford University
(Stanford)
acting through its
Stanford Linear Accelerator Center
(SLAC)**

and

**Universiti Malaysia Sarawak
(UNIMAS),
Kuching, Malaysia**

Collaboration on Network Monitoring

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A. INTRODUCTION

A.1 PARTIES

The Parties to this Memorandum of Understanding (MOU) are:
The Board of Trustees of the Leland Stanford Junior University (Stanford), acting through its
SLAC National Accelerator Laboratory (SLAC)
Stanford, California 94309-20450
United States of America

SLAC is a Federally Funded Research and Development Center, operated by Stanford on behalf of the U.S. Department of Energy (DOE) under contract DE-AC02-76SF00515.

and

Universiti Malaysia Sarawak
94300 Kota Samarahan, Sarawak, Malaysia
(hereinafter referred to as UNIMAS);

UNIMAS, an institution of higher learning established under the Universities and University Colleges Act 1971 and having its principal office at Universiti Malaysia Sarawak, 94300, Kota Samarahan, Sarawak and shall include its lawful representatives and permitted assigns of the other part.

A.2 BACKGROUND LEADING TO COLLABORATION

UNIMAS and SLAC are seeking to grow scientifically through meaningful engagement and to establish mutually beneficial collaborations benefiting their students and scientists, both Parties have agreed to sign this MOU as a step toward achieving these shared goals.

A.3 FORMS OF COLLABORATION

This collaboration between the institutions may take any or all of the following forms:

- a. generation or exchange of research results, data, and know-how;
- b. fabrication or exchange of equipment;
- c. financial or other contributions to activities being undertaken;
- d. exchange of personnel; and
- e. any other form which the Parties might consider appropriate.

A.4 MOU PURPOSE AND STRUCTURE

- a. The Parties shall implement within the framework of the rules and regulations applicable at each of their institutions, and subject to availability of funds and resources, programs and activities including but not limited to:
 1. Joint research activities.
 2. Student or scientific staff exchanges;
 3. Exchanges of scientific and technological research materials; and
 4. Exchanges of scientific and technological information, including delivering lectures and holding joint conferences, workshops, symposia, and training schools.

- b. The terms and conditions of all programs and activities under this MOU shall be the subject of separate written agreements, to the extent that both Parties deem that it is necessary to do so, to be negotiated and agreed upon by both Parties, and any third parties, wherever applicable.

The purpose of this MOU is:

- a. to document the understandings and intent of SLAC and UNIMAS; and
- b. to introduce a sufficient level of formality into the Parties' collaboration to allow for a coordinated dedication of significant UNIMAS and SLAC resources to R&D on scientific collaboration.

No contractual obligations in general

This MOU is a voluntary collaborative agreement between UNIMAS and SLAC and among their scientists. In general, it is not intended to be a binding contract obligating the individual Parties (see, for example, the termination article D.14).

An addendum for specific work may, however, impose binding obligations enforceable between the individual Parties, as expressly and particularly set out in that addendum.

Addendum used for specific collaborative work

Individual activities or objectives pursued within the framework of this MOU will be agreed upon by the Parties in an addendum signed by authorized officials of both Parties. Each addendum shall form an integral part of this MOU. At a minimum such an addendum shall contain:

- a. a statement of the work to be performed (detailing scientific and technical objectives, partition of responsibilities, deliverables (if any), key personnel, and schedule); and

- b. the estimated cost and funding of the work (detailing financial arrangements).

The addendum may take various forms, as needed, varying from a general research agenda to a strict contract requiring mutual performance by both Parties.

B. SCIENTIFIC COLLABORATION

B.1 PURPOSE

UNIMAS and SLAC intend to conduct collaborative R&D on scientific research of general interest to both Parties.

B.2 OBJECTIVE

The first objective under this MOU is Student or scientific staff exchanges.

Additional collaborative activities which the Parties wish to pursue under this MOU will be described in addenda, as required by Article A.4.

C. MANAGEMENT AND FINANCE

C.1 EFFECTIVE DATE AND TERM

This MOU shall become effective upon the last date of signature of the Parties and will remain valid for a period of 5 years, unless terminated earlier in accordance with Article D.14.

Discussions between the Parties to extend this Agreement should begin at least six months prior to the expiration of the period of validity.

C.2 SCIENTIFIC MANAGEMENT

The scientific leader for SLAC is:

Dr. Cottrell, R (Les)
SLAC National Accelerator Laboratory
2575 Sand Hill Road, MS 97
Menlo Park, CA 94025-0715

Phone: (650) 926-2523
E-Mail: cottrell@SLAC.Stanford.EDU
Fax: (650) 926-3329

The scientific leader for UNIMAS is:

Associate Prof. Dr Tan Chong Eng
Faculty of Computer Science and Information Technology
Universiti Malaysia Sarawak
94300 Kota Samarahan
Sarawak, Malaysia

Phone: (6082) 583791
E-Mail: cetan@fit.unimas.my
Fax: (6082) 583764

C.3 BUSINESS CONTACTS

The business contact for SLAC is:

Joel Pearman

Stanford Linear Accelerator Center
2575 San Hill Road, MS 01
Menlo Park, CA 94025-0715

Phone: (650) 926-8679
Fax: (650) 926-4563
E-mail: pearmanj@slac.stanford.edu

The business contact for UNIMAS is:

Prof. Dr Narayanan Kulathuramaiyer

Dean,
Faculty of Computer Science and Information Technology
Universiti Malaysia Sarawak
94300 Kota Samarahan
Sarawak, Malaysia

Phone: (6082) 583767
E-Mail: nara@fit.unimas.my
Fax: (6082) 583764

C.4 BUDGET AND FUNDING NOTES

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 programs and activities under this MOU, including without limitation its own expenses for travel and accommodation.

D. GENERAL PROVISIONS

D.1 RESULTS

The results of this collaboration are expected to lead to a joint research activity, exchange of student or scientific staff and last but not least exchange of scientific and technological research materials, technological information, including delivering lectures and holding joint conferences, workshops, symposia, and training schools.

D.2 REPORTS

The Parties will provide the collaboration with progress reports, technical reports, technical notes, supporting calculations and computations as specifically required in each addendum.

D.3 PUBLICATION

Publication, jointly or individually

Publications include journal articles and all other forms of public dissemination. It is contemplated that results of the cooperation under this agreement will be published by the Parties, jointly or individually.

In the latter case, each Party separately reserves the right to publish specifically its own information, data, and research results generated in the performance of the cooperation under this agreement.

Acknowledgements

Publications of results of the cooperation will reflect and acknowledge each Party's contributions to the results being published in accordance with academic standards and custom.

The Parties agree that, upon the request of either Party, the contributions of each Party's researchers to the results may be specified in particular.

The Parties agree that publications resulting from activities performed under this agreement will acknowledge this cooperative agreement and the agencies sponsoring each Party.

Reviews

The Parties agree that no pre-publication approval is required by one Party of the other.

However, it is agreed that both Parties will review drafts of any abstracts, manuscripts, or oral disclosures generated as a result of this collaboration at least thirty 30 days prior to presentation, release, or transmittal to any third party in order to:

- a. ascertain the quality of data to be published, and
- b. determine if any intellectual property is disclosed in the intended publication.

Each Party agrees to delay publication for a reasonable length of time, consistent with its publishing policies, in order to accommodate the other Party's required actions regarding intellectual property.

If the Parties have differences of opinion regarding quality of data or the reasonableness of delay for actions on intellectual property, each Party has the right to publish its own information, data, and research results as described above.

D.4 EQUIPMENT

All equipment and other items bought or fabricated using funds of only one of the Parties will be the property of that Party.

Ownership, sole or joint, of any equipment or other items bought or fabricated using funds from both Parties will be specified, in a manner consistent with the property policies of both Parties and by the addendum under which the equipment or other items was bought or fabricated.

D.5 ASSIGNMENT OF PERSONNEL

Each Party may assign personnel to the other Party's facility to participate in or observe the research and development to be performed under this collaboration. Such assigned personnel shall not be considered employees of the receiving Party for any purpose. The assigning party shall be exclusively responsible for health insurance and general liability insurance for the assigned personnel.

The receiving Party shall have the right to exercise routine administrative and technical supervisory control of the occupational activities of such personnel during the

assignment period; and shall have the right to approve the assignment of such personnel and to later request their removal by the assigning Party.

The assigning Party shall bear any and all costs and expenses with regard to its personnel assigned to the receiving Party's facilities, except that the receiving Party shall bear facility costs of such assignments.

D.6 CONFIDENTIAL INFORMATION

Information not generated under this agreement

It is the intention that neither Party will disclose confidential information to the other during the term of this MOU.

If it becomes necessary to disclose confidential information, before such disclosure the Parties will insert in the appropriate addendum procedures for written identification and disclosure of confidential information and defined obligations of non-disclosure. These procedures may involve non-disclosure agreements.

Such procedures and agreements must be in accordance with Stanford University's "Openness in Research" Policy <http://www.stanford.edu/dept/DoR/rph/2-6.html> as well as UNIMAS's Research Policy <http://www.rimc.unimas.my/policies/research/13-research-ethics.html>.

Similarly, such procedures and agreements must be in accordance with OIST policy regarding openness in research.

As a matter of principle, Stanford does not sign non-disclosure agreements. However, Stanford (e.g., SLAC) individuals may sign a non-disclosure agreement with SLAC's collaborator after review of the agreement by SLAC, but that individual will have no authority to sign on behalf of, i.e., to bind, Stanford. Furthermore, the SLAC individual assumes the responsibility to protect the confidential information and to implement the necessary procedures to do so.

Information in SLAC's possession, normally exempt from U.S. export control restrictions because it is destined for publication, may become non-exempt if SLAC agrees not to disclose it. Therefore, a proposed non-disclosure agreement must be reviewed by Stanford's Export Control Compliance Officer before being signed. If the information covered by the non-disclosure agreement becomes export controlled, it must be managed in accordance with applicable U.S. laws and regulations.

Information generated under this agreement

The Parties shall collaborate openly and shall be free to disclose any information resulting from this MOU, unless the intellectual property provisions below, which under some circumstances may allow a period of confidentiality, are invoked. In general, the Parties perform only open, non-secret, unclassified, fundamental research, which provides

the basis for making all results publicly available. Hence, it is anticipated by the Parties that information generated by them under this MOU will be placed in the public domain.

D.7 INTELLECTUAL PROPERTY

Intellectual property is property protected under intellectual property law by patent rights, copyrights, and similar rights. Intellectual property includes but is not limited to inventions, technical data, and software. This includes applications for protection of the same.

Generation of intellectual property

Intellectual property created exclusively by one Party shall be the exclusive intellectual property of that Party. Intellectual property created jointly by the Parties shall be the joint intellectual property of both Parties.

The Department of Energy (DOE) and Stanford have such rights in the intellectual property developed with SLAC resources by the Parties to this MOU as are set out in the DOE-Stanford contract regarding SLAC. At a minimum, DOE has a world-wide royalty-free paid up right to use any intellectual property which is generated with SLAC resources under this MOU.

Similarly, OIST has such rights in the intellectual property developed with OIST resources by the Parties to this MOU.

Rights with regard to commercialization of exclusively developed or created intellectual property are retained by the Party that developed or created that intellectual property. Commercialization of intellectual property jointly developed or created by the Parties shall be jointly pursued.

In the event of a conflict in rights, SLAC and OIST will attempt to negotiate a resolution satisfactory to themselves and their sponsoring agencies before resorting to alternate forms of resolution.

Sharing intellectual property

Each Party shall license royalty-free to the other Party its intellectual property as required for the performance of work under this MOU, always ensuring that such license is compatible with the existing obligations of the licensing Party.

Intellectual property provided by a Party to the other Party shall not create any right in that intellectual property for the receiving Party.

The Parties do not provide any express or implied warranties of any kind concerning their intellectual property utilized under this MOU, and the Parties do not accept any liability with regard thereto.

D.8 EXPORT CONTROL

The Parties understand that materials and information resulting from the performance of activities under this MOU may be subject to export control laws and that each Party is responsible for its own compliance with such laws.

D.9 WARRANTY DISCLAIMER

The Parties and their sponsoring agencies make no express or implied warranty as to the conditions of the research and development, generated information, product, or intellectual property made or developed under this MOU, or as to the ownership or fitness for a particular purpose of the results of this MOU.

D.10 GENERAL LIABILITY

Each Party shall be liable for its actions under this MOU that cause any property damage or personal injury to a third party, and shall hold the other Party free and harmless from such liability.

Furthermore, except where they result from gross negligence or willful misconduct, neither Party nor its sponsoring agencies shall be liable for special, consequential, or incidental damages that are attributable to any activity under this MOU.

D.11 AMENDMENTS

Any change to this MOU will be made by a written amendment executed by authorized officials of both Parties.

An addendum for individual activities or objectives, as described in Article A.4, is an amendment.

D.12 ENTIRETY

This MOU with its addenda contains the entire understanding of the Parties regarding the collaboration described herein, and all prior understandings, representations, or agreements relating to the collaboration are superseded by this MOU.

D.13 DISPUTE RESOLUTION

Any issues that are not addressed or stipulated in this MOU or the applicable separate agreements for programs and activities under this MOU shall be agreed and resolved through negotiation in good faith, and such resolutions may be incorporated as written amendments to this MOU or the separate agreements.

D.14 DURATION/TERMINATION

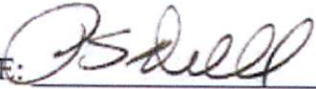
- a. Notwithstanding clause C.1 above, this MOU may be terminated by either Party giving written notice to the other at least three (3) months prior to the desired date of termination.
- b. Notwithstanding the clause above, the provisions of this MOU and any other written agreements about ongoing exchange programs or any other form of cooperative activity under this MOU shall continue to apply until their completion, unless both Parties mutually agree in writing to the earlier termination of the exchange programs or other cooperative activity.
- c. Surviving such termination are:
 - 1. the responsibility of each Party for its share of the costs incurred through the effective date of termination, as well as its share of the costs incurred after the effective date of termination and which are related to the termination;
 - 2. The use rights and confidentiality obligations, if any, of this MOU; and
 - 3. Contractual obligations established in an addendum for specific work, but surviving only in accordance with the termination terms and conditions of that addendum


E. SIGNATURE BLOCK

The undersigned authorized institutional representatives concur in this Memorandum of Understanding.

FOR SLAC:

FOR UNIMAS:

SIGNATURE: 

SIGNATURE: 

NAME: PERSIS S. DRELL

NAME: PROF. DATUK DR KHAIRUDDIN AB. HAMID

TITLE: LABORATORY DIRECTOR

TITLE: VICE CHANCELLOR

DATE: 30.12

DATE: 15.5.2012

Witnessed by:

FOR SLAC:


SIGNATURE: 

NAME: Steven L. Porta

TITLE: Counsel

DATE: 3/28/2012

FOR UNIMAS:

SIGNATURE: 

NAME: PROF. DR NARAYANAN
KULATHURAMAIYER

TITLE: DEAN, FACULTY OF
COMPUTER SCIENCE AND
INFORMATION TECHNOLOGY

DATE: 15/8/2012