RESEARCH AGREEMENT

between

UNIVERSITAS MUHAMMADIYAH PROF. DR. HAMKA

And

TAYLOR'S UNIVERSITY

Taylor's University wholly owned by Taylor's University Sdn. Bhd. (198601000495 /149634-D) of No. 1, Jalan Taylors, 47500 Subang Jaya, Selangor, Malaysia (hereinafter "**TU**")

nd

UNIVERSITAS MUHAMMADIYAH PROF. DR. HAMKA, A private University wholly owned by the Muhammadiyah Society, which is an Islamic Non-Governmental Organization in Indonesia, located in Indonesia and having its address at Jl. Limau II No.3, RT.3/RW.3, Kramat Pela, Kec. Kby. Baru, Kota Jakarta Selatan, Jakarta 12130, Indonesia (hereinafter referred to as "UHAMKA") of the second part.

(TU and UHAMKA shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

Recitals

WHEREAS, TU has entered into an agreement with Cereal Partnership Worldwide (CPW), whereby CPW is the sponsor, for the performance of the Research Project with the right to subcontract the performance or any part of the Research Project.

WHEREAS, TU desires to subcontract part of the Research Project and provide support for certain research to be conducted at the UHAMKA in a field of common interest to the parties;

WHEREAS, TU has worked with SEAMEO RECFON previously for the Indonesia Food Barometer Study, and desires to collaborate with UHAMKA and provide support for certain analysis to be conducted utilizing the Indonesia Food Barometer Data in a field of common interest to the parties; and

WHEREAS, UHAMKA has the necessary technical expertise and desires to conduct the research project described in Exhibit A attached hereto ("Project") under the direction of DR. Helda Khusun ("Principal Investigator"); and

(hereinafter individually "**Party**" or collectively "**Parties**")

Whereas the Research Partners (TU & UHAMKA) desire to carry out research as described in this Agreement,

IT IS AGREED as follows:

<u>Article 1:</u> Definitions

1.1 “**Affiliate**” means a company controlled by, controlling or under common control with a Party by ownership, directly or indirectly, of fifty percent (50%) or more of the stock entitled to vote in the election of directors, or if there is no such stock, fifty percent (50%) or more of the ownership interest in such company.

1.2 “**Agreement**” means this agreement, any signed amendment to it, as well as any attached exhibit, annex, appendix, schedule, protocol or other equivalent addendum. If there is a contradiction between the numbered Articles of this Agreement and any attachment, the numbered Articles of this Agreement shall take precedence over any attachment.

1.3 “**Background Intellectual Property**” means any Intellectual Property owned or controlled by a Party at the Effective Date as well as any Intellectual Property developed by a Party independently of the Project.

1.4 **“Confidential Information”** means any knowledge and information relating to a Party’s or its Affiliates’ products and processes, technologies, ingredients, recipes, know-how, businessplans, business interests, strategy, launches, operations, procedures, inventions, drawings,designs, methods, systems, improvements, materials, trade secrets, customer lists, supplier listsand any other information relating to the business of a Party or of its Affiliates, which is not readily available to the public.

1.5 **“Disclosing Party”** means the Party disclosing Confidential Information.

1.6 **“Effective Date”** means the earlier of: (i) the date of signature of this Agreement by the last Party to sign; or (ii) the date work on the Project started.

1.7 **“Intellectual Property”** means any registered and unregistered intellectual property rights such as, but not limited to, patents, designs, trademarks, plant certificates, semi-conductor layouts and corresponding applications as well as copyrights, know-how, trade secrets and confidential information.

1.8 **“Receiving Party”** means the Party receiving Confidential Information.

1.9 **“Results”** means the content and result of all work and activities produced by the Research Partner or jointly by the TU and UHAMKA in anticipation of, or pursuant to, this Agreement, including but not limited to the deliverables mentioned in Exhibit A, inventions, discoveries, designs, materials, improvements, know-how, biological materials, computer software, databases, plans, reports, analyses and documentation.

<u>Article 2:</u> Scope of the Agreement

2.1 The Research Partners shall carry out a research project detailed in the attached **Exhibit A**, in the following field: “*Analysing the nutritional contribution of breakfast in Indonesia and contributing to the development of nutrient recommendations for breakfast in South East Asia”* (hereinafter “**Project**”) with the financial support from CPW.

The goals, research plan, human resources requirement, roles of partners and timeline of the Project are set out in Exhibit A.

UHAMKA will work in partnership with SEAMEO RECFON.

SEAMO RECFON will give access to the dataset of the Indonesian food barometer (IFB) to academics of UHAMKA. SEAMEO RECFON will prepare the treatments useful to do the analyse of the breakfast patterns and nutritional composition and will provide additional pre- treatments if needed.

Subject to Article 6, UHAMKA will write a scientific article on breakfasts compositions and patterns in Indonesia in line with the annex A and will submit the paper to a suitable journal .

The present agreement will define the mission of UHAMKA.

Article 3: Meetings and Reports

3.1 In order to monitor the progress of the Project, meetings shall be held between TU &UHAMKA as often as TU deems it reasonably necessary. Furthermore, there shall be a regular exchange of letters, e-mails and phone calls between TU & UHAMKA during the performanceof the Project.

3.2 UHAMKA shall provide TU with one or more intermediate written reports on the progress of the Project, as indicated in Exhibit A, and a final written report upon completion of the research plan for the Project. For clarity, the Project shall be deemed completed only upon delivery and acceptance by CPW of the final written report.

Article 4: Remuneration

4.1 In consideration for the performance of the Project and any rights (including Intellectual Property) granted to CPW pursuant to this Agreement, TU shall pay to UHAMKA the total amount of USD 7,600 (Seven thousand and six hundred USD). The aforesaid amount excludesVAT and all other taxes (if any), which will be paid by TU. Invoices shall be issued by the Research Partner according to the following schedule:

Sixty % (60%)	Thirty (30) calendar days after the Date of signature of this Agreement by the last Party to sign.
Forty % (40%)	Upon submission and acceptance by CPW of a scientific manuscript with the following provisional title “Breakfast in Indonesia: food patterns and nutritional profile”.

Acceptance of any written report shall not be unreasonably withheld or delayed by TU.

4.2 All invoices shall be sent to the following address:

Taylor’s University
Centre for Research Management

Block E, Level 2, No.
1, Jalan Taylor's
47500 Subang Jaya Selangor, Malaysia

Attention: Adeline Yong (Director, Centre for Research Management)
Email: crm@taylors.edu.my; adeline.yong@taylors.edu.my

Each invoice must be an original (PDF or fax copies are not acceptable).

TU shall make payment within sixty (60) calendar days from receiving the applicable invoice submitted in accordance with Articles 4.1 and 4.2 above. All payments shall be made to the following bank account of the UHAMKA:

ACCOUNT NAME	UNIV MUHAMMADIYAH PROF DR HAMKA
ADDRESS	JALAN LIMAU 2 NO.20 RT 002/RW 003, JAKARTA
BANK NAME	BANK SYARIAH INDONESIA
BRANCH ADDRESS	BSI KANTOR KAS JAKARTA UHAMKA
ACCOUNT NUMBER	0772377732
SWIFT CODE	BSMDIDJA

Article 5: Confidentiality

5.1 In the performance of this Agreement, the Parties may exchange Confidential Information. In addition, the Parties may have access to Confidential Information of the other Party when visiting the premises of that Party. The Receiving Party undertakes to keep confidential and not to disclose to any third party any Confidential Information of the Disclosing Party, including after the end of this Agreement.

5.2 The Confidential Information shall always remain the property of the Disclosing Party or of its respective Affiliates. The Receiving Party undertakes to use the Confidential Information exclusively for conducting the Project in accordance with this Agreement.

5.3 The obligations mentioned under Article 5.1 and 5.2 shall not apply to Confidential Information which:

(a) was in the public domain at the time of its receipt by the Receiving Party; or

(b) was at the time of its receipt already in the Receiving Party's possession, or known to it; or

(c) becomes part of the public domain after its receipt by the Receiving Party, but not through a breach of this Agreement by the Receiving Party, its employees or students; or

(d) is rightfully given to the Receiving Party by a third party on a non-confidential basis; or

(e) was independently developed by the Receiving Party without reliance upon the Confidential Information of the Disclosing Party.

5.4 The Receiving Party shall also have the right to disclose to the relevant authority any Confidential Information which is required by law, a competent court or a governmental entity to be disclosed, provided however that the Disclosing Party shall, where reasonably possible, first have been given an opportunity to obtain a protective order precluding or limiting the disclosure of said Confidential Information.

5.5 The Receiving Party may communicate the Confidential Information only to those of its employees, Affiliates and students who are directly and necessarily involved in the performance of the Project, and who are bound to the Receiving Party by obligations similar to those of this Article 5. The Receiving Party shall be responsible for any breach of this Agreement caused by the acts or omissions of its employees, Affiliates and students.

5.6 CPW shall be entitled to communicate and publish information about the existence and nature of the collaboration with the Research Partner pursuant to this Agreement as well as the amount to be paid by CPW in accordance with the Article 4 above. The Research Partner shall disclose the research funding received from CPW in all external communications (e.g. publications, presentations); if necessary, including the amounts received in accordance with the Article 4 above.

5.7 Subject to Article 6 below, the Research Partners undertakes to keep confidential and not to disclose the Results to any third party, as well as to any of its employees and students who are not directly and necessarily involved in the performance of the Project and bound to the Research Partner by obligations similar to those of this Article 5.

<u>Article 6:</u> **Publication**

6.1 It is acknowledged that it is in the interest of both the research partners (TU & UHAMKA) and CPW to present or publish relevant parts of the Results. TU and CPW can suggest improvements to the written document, correct and ameliorate the papers and presentations, but cannot veto or interfere in the data obtained based on commercial interest. The Research Partners will have the final word on the decision to publish or present the Results. Subject to Article 6.2 and 6.3 below, and in accordance with Exhibit A, the Research Partners shall present or publish the Results at professional meetings and/or in scientific journals, theses or dissertations, provided always that CPW shall have been furnished with a copy of any proposed presentation or publication in advance of the submission of the abstract for presentation, or of the submission of the manuscript for publication.

6.2 CPW shall then have thirty (30) calendar days, from receipt of the copy, to object because the proposed presentation or publication (i) contains Results which are patentable or otherwise require protection and/or (ii) contains Confidential Information belonging to CPW. CPW is committed to promoting academic freedom and integrity and any objections it raises will be informed and guided by that commitment.

6.3 In the event that CPW makes such an objection, the Parties shall negotiate an acceptable version. The Research Partners shall:

(i) Refrain from making such presentation or publication until CPW has filed patent application(s) directed to the patentable Results, or otherwise ensured protection for the Results contained in the proposed presentation or publication. CPW shall use reasonable endeavours to file said patent application(s) or seek such protection within a period of sixty (60) calendar days from the date of CPW's objection; and

(ii) remove any Confidential Information of CPW from the proposed presentation or publication.

6.4 Without prejudice to Articles 6.1 to 6.3 above, any publication in which CPW, Research Partners and any other third parties have contributed scientifically may be a joint publication. The citation order and respective functions of the authors (e.g. first author, last author, and corresponding author) shall be determined in good faith by the Parties, in accordance with the rules applicable in the scientific community. The Research Partners shall ensure that any publication made clearly discloses the Research Partners' collaboration with CPW and accurately reflects the funding by CPW of the Project.

6.5 To reflect the independence between the funding and the research work, the followingsentence should appear in the published manuscripts, in accordance with publishers' requirements: "The funders had no role in study design, data collection and analysis, the decision to publish or in the preparation of this manuscript".

Article 7: Results and Intellectual Property

7.1 Each Party is and shall remain the exclusive owner of its respective Background Intellectual Property. To the extent that any Background Intellectual Property of the Research Partner is necessary for using or exploiting the Results in good faith, CPW and its Affiliates shall have a fully paid up, non-exclusive worldwide, irrevocable license under such Background Intellectual Property.

7.2 The Research Partners warrant and represent to CPW that to the best of its knowledge, information and belief, having made reasonable enquiry of the employees and students involved in the Project or likely to have relevant knowledge, but not having made a search of any public register, the content, use or exploitation of the Results will not infringe the Intellectual Property of any third party.

7.3 However, if the Research Partners become aware at any time that for using or exploiting the Results in good faith, CPW or its Affiliates may need to use the Intellectual Property of any third party, the Research Partners shall inform CPW immediately and shall cooperate in good faith with CPW for securing the necessary rights to use the third party's Intellectual Property or for deciding an alternative way to conduct the Project.

Article 8: CPW Materials

8.1 Pursuant to this Agreement, the Research Partners may receive from CPW tangible materials, such as packaging, products, prototypes, samples, equipment, raw materials, ingredients, promotional materials or biological materials (hereinafter "CPW Materials"). The CPW Materials, if any, are described in Exhibit A. Such CPW Materials and, in the case of biological materials, their components, supernatant, progeny and unmodified derivatives constitute Background Intellectual Property of CPW or of its Affiliates, and may be patented.Title to the CPW Materials and any pertaining Intellectual Property is and shall always remainwith CPW or with its Affiliates, and the Research Partners shall not, for any purpose, transferor otherwise disclose the CPW Materials to any third party without the prior written consent of CPW. The Research Partners hereby undertakes to use the CPW Materials only for the purpose of performing the Project, and more specifically, not to produce nor attempt to produce any modifications or modified derivatives of the CPW Materials, unless specifically required as part of the Project. Upon termination or expiration of this Agreement, the Research

Partners shall immediately cease use and destroy any remaining CPW Materials, unless instructed otherwise in writing by CPW. The Research Partners shall acknowledge CPW as the source of the Materials in any publication of Results.

8.2 Unless needed to perform the Project, the Research Partners shall not reverse engineer, decompile, fractionate, replicate, reprocess or partition the CPW Materials or cause them to be reverse engineered, decompiled, fractionated, replicated, reprocessed or partitioned.

<u>Article 9:</u> Independent Contractor

9.1 The Research Partners shall at all times be an independent contractor, and not an agent, partner, joint venturer or employee of CPW, and nothing contained herein shall be deemed tocreate any employment, partnership or joint venture relationship between the Parties. The Research Partners shall not be eligible to participate in any benefits extended by CPW to its employees, and the Research Partners, its employees and students will have no authority to bind or commit CPW to any obligation or agreement, or speak for, represent or obligate CPWin any way.

<u>Article 10:</u> Quality of Performance, Limitation of Liability and Indemnity

10.1 The Research Partners will:

(i) Perform the Project and provide the deliverables using reasonable care, skill and diligence;

(ii) Comply with all applicable laws in performing the Project and when on CPW’s premises observe CPW’s established rules, operating policies, and procedures, as communicated by CPW;

(iii) Deliver Results which are original works and not copied from any third party; and

(iv) Not disclose to CPW nor use any information that it knows or has reason to believe is the confidential information or Intellectual Property of any third party, unless it has received the prior written consent of such third party and informed CPW.

10.2 Parties agree that the following governing principles shall be respected and adhered to by all participants in the Project for the duration of this Agreement:

10.2.1 All research conducted as part of the Project and all contributions made to the Project shall be impartial, objective and according to best practices in academic research that promote academic freedom, ethics and integrity;

10.2.2 Participants in the Project are under no obligations to promote CPW, its products or the breakfast cereal category in any context;

10.2.3 All efforts shall be taken by the participants in the Project to ensure the scientific integrity of the Project research work and the resulting publication;

10.2.4 To the extent participants in the Project make public statements or other comments (e.g., on social media) regarding CPW or its products, they shall disclose the material connection he/she has to CPW.

10.3 The Research Partners shall comply with the relevant provisions of the Nestlé Responsible Sourcing Standard (published on www.nestle.com/suppliers).

10.4 CPW will indemnify the Research Partners against each and every third party claim made against the Research Partners as a result of CPW's use of any of the Results, provided that the Research Partners must:

10.4.1 Promptly notify CPW of the details of the claim;

10.4.2 Not make any admission in relation to the claim;

10.4.3 Allow CPW to have the conduct of the defence or settlement of the claim; and

10.4.4 Give CPW all reasonable assistance (at CPW's reasonable expense) in dealing with the claim.

The above indemnity will not apply to the extent that the claim arises as a result of the Research Partners' gross negligence or a breach of Article 10.1, 10.3 or a deliberate willful breach of this Agreement.

10.5 Whilst the research Part will use their reasonable endeavours to ensure accuracy of the research undertaken and any information provided in connection with the Research Project, the Research Party makes no warranty as to the accuracy of such information or that the use ofsuch information will provide the desired objective, and accept no liability whatsoever in respect of any claim or claims arising from the use by the other Party or by any third party of any such information. All conditions and warranties, express or implied, whether arising under statute or common law including but not limited to conditions and warranties as to quality, merchantability and fitness for purpose are hereby excluded.

Subject to Article 10.7, and except under the indemnity in Article 10.4, the liability of either Party to the other for any breach of this Agreement, any negligence, or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

10.6 Subject to Article 10.7, and except under the indemnity in Article 10.3, the aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project, any Background Intellectual Property and the Results, will not exceed in total 150% of the total amount payable by TU pursuant to Article 4.

10.7 Nothing in this Agreement limits or excludes either Party's liability for:

10.7.1 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or

10.7.2 any loss or damage caused by a deliberate breach of this Agreement or a breach of Article 5, 7.2, 10.1 or 10.3.

Article 11: **Communication**

Any notice or communication to be given within the framework of this Agreement shall be forwarded to the following contact persons:

For TU:

All communications related to project management aspects of this Agreement (including electronic copies of the invoices, information regarding the status of the Project, delivery of the Results, etc.) shall be sent to:

Executive Dean: Professor Dr. Neethiananthan Ari Ragavan
Faculty of Social Sciences and Leisure Management
Taylor's University Block D, Level 2,
No. 1, Jalan Taylor's
47500 Subang Jaya Selangor, Malaysia
Fax number: +603 5629 5522
E-mail address: neethia.n@taylors.edu.my

All communications related to legal aspects of the external communication on the scientific results of this Agreement shall be sent by registered or certified mail, in English, to the following address:

Project Leader: Professor Dr Jean Pierre Poulain
Faculty of Social Sciences and Leisure Management
Taylor's University Block D, Level 2,
No. 1, Jalan Taylor's
47500 Subang Jaya Selangor, Malaysia
E-mail address: jean-pierre.poulain@taylors.edu.my

For the Research Partner:

All communications related to project management and legal aspects of this Agreement (including electronic copies of the invoices, information regarding the status of the Project, delivery of the Results, etc.) as well as communication on the scientific results of this Agreement shall be sent by registered or certified mail, in English, to the following address:

Project Leader: DR. Helda Khusun
Faculty of Health Sciences Universitas Muhammadiyah Prof. Dr. HAMKA
Jl. Limau II No.3, RT.3/RW.3, Kramat Pela, Kec. Kby. Baru, Kota Jakarta Selatan,
Jakarta 12130
e-mail address: helda_khusun@uhamka.ac.id

Article 12: **Term and Termination**

12.1 This Agreement shall come into effect on the Effective Date and shall then continue until the Project is completed and the Parties have discharged their obligations pursuant to this Agreement.

12.2 TU shall have the right to terminate this Agreement at any time upon ninety (90) calendar days prior written notice. In the event of such termination, TU shall have no further obligation to UHAMKA under this Agreement, except:

(a) to pay those accrued fees and expenses due to the UHAMKA based on work duly performed up to the date of termination; and

(b) to pay all pre-approved expenditure falling due for payment after the date of termination which arises directly from the UHAMKA reasonably and necessarily entering into commitments (including those with students or employees) prior to the notice of termination specifically related to the Project which may not be cancelled within the notice period, provided always that: (i) the UHAMKA shall have a general duty to mitigate such expenditure; and (ii) in no event shall TU be liable to the UHAMKA for payments in aggregate under Article 4.1 and this Article 12 totalling more than the total amount payable as set out in Article 4.1.

Upon receipt of such notice of termination, the UHAMKA shall discontinue the Project, and shall deliver immediately to TU all written reports and other materials or documents, whether completed or in progress, developed or prepared by the UHAMKA in the performance of the Project.

(c) In the event of early termination of this agreement, UHAMKA shall deliver to Taylor's all works that has been complete until the date of termination.

12.3 Termination of the Agreement for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement. The rights and obligations mentioned under Articles 5, 6, 7 and 8 shall survive the expiry or termination of this Agreement, as well as any other right or obligation which by its nature is intended to survive.

Article 13: **Entire Agreement and Amendments**

13.1 This Agreement sets out the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties (whether written or oral) relating the subject matter of this Agreement, except any prior confidentiality agreement between the Parties, which shall continue to apply provided that in case of discrepancy between this Agreement and prior confidentiality agreement between the Parties, this Agreement shall prevail. For the avoidance of doubt, the Contracting Party's or CPW's general terms and conditions included in any quotation, invoice, internet link, purchase order or other documentation shared between the Parties shall not apply to the Project.

13.2 This Agreement may be amended only in writing with the signature of a duly authorized representative of each Party.

13.3 This Agreement must be signed by all Parties. All signatures may be inscribed together on the same document or inscribed individually on separate documents that have the same content.

Original signatures to this Agreement are not required to establish the effectiveness, authenticity, or enforceability of this Agreement. Photocopies of this Agreement bearing the signatures of both parties are effective as originals. Signatures sent electronically (facsimile or scanned and sent via email) or e-signatures will be deemed original signatures.

Article 14: **Assignment and Sub-contracting**

14.1 UHAMKA shall not assign nor subcontract the performance of the Project to any third party or to any of its Affiliates, in whole or in part, without the prior written consent of TU. TU reserves the right to assign its rights and to delegate its obligations under this Agreement to any of its Affiliates without the prior consent of UHAMKA.

Article 15: **Severability**

If any provision of this Agreement, or the application thereof, shall, for any reason and to any extent, be held invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby to the extent it can exist without the objectionable provision. The Parties further agree to replace such void or unenforceable provision by provision which will achieve, to the extent possible, the economic, business, and other purposes of the void and unenforceable provision.

Article 16: Force Majeure

16.1 If a party (First Party) is partially or wholly precluded from complying with its obligations under this agreement by an event beyond the reasonable control of the First Party ("Force Majeure Event"), then the First Party's obligation to perform in accordance with this agreement will be suspended for the duration of the delay arising out of the Force Majeure Event.

16.2 As soon as possible after a Force Majeure Event arises, the First Party must, if it has not already done so, notify the other party of the:

a. Force Majeure Event;
b. Extent to which the First Party is unable to perform its obligations under this agreement; and
c. Likely duration of the First Party's inability to perform.

16.3 If the Force Majeure Event affecting the First Party is likely to or does continue for 90 days or more, the other party may immediately terminate this agreement with immediate or later effect by giving the First Party written notice.

Article 17: Anti-Bribery

17.1 Each Party represents and warrants that it shall neither take nor refrain from taking any action that could result in liability for the other Party under any anti-corruption or anti-bribery laws and regulations in Malaysia, Indonesia including, without limitation any other anti-bribery or anti-corruption law or treaty applicable to either Party or, if applicable, its Affiliates. Each Partyhas and shall maintain in place throughout the Term policies and procedures to confirm compliance with applicable Laws relating to anti-bribery and anti-corruption. Each Party shall promptly report to the other Party any request received by such Party for any undue financial orother advantage of any kind in connection with the performance of this Agreement. Neither Party shall accept, offer, or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable Laws in connectionwith this Agreement.

17.2 Without prejudice to any other express remedies referred to elsewhere in this Agreement or any rights or remedies available at law or in equity, either Party shall have the right to take whatever action it deems appropriate including the right to terminate this Agreement with immediate effect if, acting reasonably, it deems such termination necessary to avoid damage to its reputation or to avoid criminal or other sanctions by the relevant authorities and shall not be liable to pay any compensation to the Party for any loss or damage howsoever arising as a result of the termination under this Clause.

Article 18: Environmental Social Governance

18.1 Parties represents that it is in full compliance with international and national laws with respect (i) human rights, (ii) embargoes, arms and drug trafficking and terrorism, (iii) the health and safety of employees and third parties; (v) environmental protection; (vii) corruption and bribery, fraud, influence peddling; and (viii) anti-money laundering measures.

Article 19: Governing law and jurisdiction

19.1 This Agreement shall be governed by, and construed in accordance with, the laws of Malaysia without giving effect to any conflict of law rules.

19.2 The Parties agree that any dispute which cannot be resolved amicably shall be submitted exclusively to the competent courts of Malaysia.

IN WITNESS WHEREOF, the Parties have signed this **Agreement**.

Universitas Muhammadiyah Prof. Dr. HAMKA	**Taylor's University**
By its duly authorized representative:	By its duly authorized representative:
Name: Ony Linda, SKM, MKes Title: Dean Faculty of Health Sciences Universitas Muhammadiyah Prof. Dr. HAMKA	Name: **Professor Pradeep Nair** Title: **Deputy Vice- Chancellor** **Taylor's University**
HAMKA University **Witness**	**Taylor's University Witness**
By its duly authorized representative:	By its duly authorized representative: TAYLOR'S UNIVERSITY SDN BHD Co. Reg. No. 198801000495 (149634-D) No. 1 Jalan Taylor's 47500 Subang Jaya Selangor Darul Ehsan, Malaysia Tel: +603-5629 5000 Fax: +603-5629 5001
Name: Nursyifa Rahma Maulida, SGz. MSc. Title: Head of UHAMKA Center for Health Studies	Name: **Professor Dr. Neethiahnanthan Ari Ragavan** Title : **Executive Dean of the Faculty of Social Sciences and Leisure Management**
Date: 12 July 2023	Date: **25 July 2023**