



**MEMORANDUM OF UNDERSTANDING
BETWEEN
ELERGREEN INDUSTRY SDN. BHD.
(COMPANY NO. 1320425-D)
AND
UNIVERSITI TEKNOLOGI MALAYSIA**



THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made and entered into this 28th day of November 2019
between

ELERGREEN INDUSTRY SDN. BHD. (Company Registration Number: 1320425-D), a company incorporated under the Companies Act 2016, (hereinafter referred to as "elerGreen"), having its registered address at **33-10-02, 1st Floor, Blok A, Jalan Mewah Ria 5/1, Taman Bukit Mewah, 81200 Johor Bahru, Johor Darul Ta'zim, Malaysia** on the one part;

and

UNIVERSITI TEKNOLOGI MALAYSIA, a public university established under the Universities and University Colleges Act, 1971 and for the purpose of this MoU, is represented by the Process Systems Engineering Centre, School of Chemical and Energy Engineering (SCEE), (hereinafter referred to as "**UTM**") having its registered address at **Universiti Teknologi Malaysia, 81310 UTM Skudai, Johor Darul Ta'zim, Malaysia** on the other part.

elerGreen and **UTM** shall collectively be referred to as "Parties" and individually as a/the "Party".

WHEREAS

- (A) elerGreen is a greentech company which endeavours to develop and commercialize its proprietary technology of electrochemical polymer production from chemical wastes. elerGreen has independently developed and owned the background intellectual property of the proprietary technology to ensure its capacity to implement the technology on commercial scale.

- (B) UTM is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. UTM has entered into various collaborative arrangements with other parties to enhance its research capabilities.
- (C) Both parties are desirous to work together to extend the basis for friendship and co-operative exchanges between elerGreen and UTM.
- (D) Both parties are agreeable that the encouragement and development of cooperation and exchange in areas of mutual interest would be desirable.
- (E) Any projects that shall be conducted are of mutual interest and benefit to both parties hereto.
- (F) The Parties hereby agree to enter into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW IT IS HEREBY UNDERSTOOD AND WITNESSETH as follows:

ARTICLE 1: GENERAL AREAS OF COOPERATION AND COLLABORATION

- 1.1 elerGreen and UTM agree that cooperation shall be carried out through such activities of R & D & C Programmes relating to, but not limited to: –
- (i) Research collaborations, amongst others in the areas of polymer production, process design and upscaling, resource minimisation and green technology;
 - (ii) Joint grant application;
 - (iii) Joint facilitation and supervision of postgraduate studies;
 - (iv) Industrial attachment of academic staff;
 - (v) Joint research and teaching activities;
 - (vi) Participation in seminars and academic meetings;
 - (vii) Exchange of publications, academic materials and information;
 - (viii) Student internship programmes;
 - (ix) Joint publications, conférence, symposium, et cetera; and
 - (x) Any other areas of cooperation to be mutually agreed upon by the Parties.

- 1.2 The term of such mutual cooperation and necessary funding of each programme and activity enumerated above are not exhaustive and the parties may agree to include such other programmes or activities as may be necessary and identified later which shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity and such shall be negotiated as required.
- 1.3 The cost and expenses incurred in performing any activity pursuant to this MoU such as commencement and materialisation of the project, training, advisory visits and staff attachments will be negotiated to the mutual acceptance of both parties and for the purpose of implementing the co-operation above, Parties will enter into a legally binding agreement subject to such further terms and conditions as mutually agreed upon by the parties.

ARTICLE 2: DURATION AND TERMINATION

- 2.1 This MoU shall commence on the date of execution of the same and shall remain in force for duration of five (5) years and shall continue to remain in force by mutual agreement between the parties.
- 2.2 Each party may to terminate the MoU by providing three (3) months notice in advance to the other party. Upon termination, each party accordingly shall return any documents retained by the same to its original owner.

ARTICLE 3: RELATIONSHIP BETWEEN THE PARTIES

- 3.1 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organisation or any kind between the parties or so to constitute either party as the agent of the other.
- 3.2 elerGreen and UTM hereby agree that this co-operation shall be identified as the parent document of any programmes executed between the parties.
- 3.3 Further agreement concerning any programmes shall be entered into prior to the commencement of the activities or programmes. Such agreement shall not become effective until they have been reduced into writing, approved and executed by the duly authorized representatives of the parties.

- 3.4 This MoU serves as a record of the Parties' intentions and except in relation to Articles 4 and 5 herein, does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 4: CONFIDENTIALITY

- 4.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 4.2 For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
- 4.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 5: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
- 5.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

- 5.3 Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out: –
- (i) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.
 - (iii) elerGreen shall have the option to obtain at its preference, either intellectual property assignment or a licence, to use UTM's interest in above intellectual property on terms to be negotiated, which terms will include a reasonable rate based on the cost of activity effort incurred to UTM.

ARTICLE 6: GENERAL

- 6.1 The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.
- 6.2 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party.
- 6.3 Any consultation and/or negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.
- 6.4 Both Parties shall not sell, assign, encumber, licence or otherwise transfer all or any of their rights, duties, obligations, interests or benefits hereunder to any third party without the prior written consent of the other Party, which consent may not be unreasonably withheld.

ARTICLE 7: NOTICES

7.1 Any notices, approval, application, or any form of communication that is required to be given by either party under this MoU shall be in writing delivered by hand or registered mail to the address or sent to the electronic mail or facsimile number as shown below and shall be deemed to be sufficiently served: –

- (i) In the case of delivery by hand, on the day of delivery.
- (ii) In the case of delivery by post (prepaid post), on the 10th (tenth) business day after posting.
- (iii) In the case of communication by electronic mail or facsimile, on the sender receipt of transmission report which purports to confirm that the addressee has received such facsimile or some other electronic communication.

elerGreen

Attn :

Hoe Hui Huang

(President, Executive Director)

33-10-02, 1st Floor, Blok A,
Jalan Mewah Ria 5/1,
Taman Bukit Mewah,
81200 Johor Bahru,
Johor Darul Ta'zim, Malaysia

Tel : 011-65258989

Off : 012-5509989

E-mail: huihuang.hoe@elergreen.com

UTM

Attn :

Prof Ir Dr Sharifah Rafidah Wan Alwi

(Director)

Universiti Teknologi Malaysia
81310 UTM Skudai,
Johor Darul Ta'zim, Malaysia.

Tel : 019-8683085

Fax : 07-5588166

E-mail: syarifah@utm.my



UTM
UNIVERSITI TEKNOLOGI MALAYSIA

elerGreen Industry



IN WITNESS WHEREOF the Parties hereto have executed this MoU on the day and year first above written.

SIGNED by

For and on behalf of

ELERGREEN INDUSTRY SDN. BHD.

SIGNED by

For and on behalf of

UNIVERSITI TEKNOLOGI MALAYSIA



.....
HOE HUI HUANG

President, Executive Director
(Research and Commercialization)

.....
PROF. DATUK DR. AHMAD FAUZI ISMAIL

Deputy Vice Chancellor
(Research and Innovation)

In the presence of

.....
Hoe Hui Ming

Managing Director
Business Development

In the presence of

.....
Prof. Ir. Dr. Sharifah Rafidah Wan Alwi

Director
Process Systems Engineering Centre