

ASIA TECHNOLOGICAL UNIVERSITY NETWORK (ATU-Net)
CONSORTIUM COLLABORATION AGREEMENT

This Agreement is made this twenty-third day of October 2023 between the Parties named in Schedule 1 to this Agreement which may change from time to time. Subject to the foregoing, at the commencement of this Agreement, this agreement is between the following Parties:

1. UNIVERSITI TEKNOLOGI MALAYSIA (the "Network Host")
and
2. Members as indicated in Schedule 1

The aforesaid Parties are referred to individually as the "Network Host", or "Member" as appropriate and collectively as "the Network" for the purposes of this Agreement. Thereafter, the Parties to Schedule 1, which may include some but not all of the aforementioned Parties and potential new Parties to the Agreement will be the Parties ("Members") to this Agreement and shall be bound by the obligations herein. The intention is to allow a mechanism in future for new Members to join, withdrawing Members to leave and the involvement of breaching Members to be terminated subject to the discretion of the General Board.

WHEREAS:

- A. The first Asia Technological University Network was established by virtue of the 8th University Presidents Forum dated 9 August 2016 at Universiti Teknologi Malaysia, and its first Board Meeting took place on 17 January 2017 at Universiti Teknologi Malaysia. The UPF2016 provided a platform for senior figures from technological higher learning institutions to investigate the feasibility of the creation of the Asia Technological University Network (the "Network" or "ATU-Net" as appropriate) made up of the Parties (the Members) to this Agreement and with Universiti Teknologi Malaysia as Network Host.
- B. The Members now wish to collaborate with the intention to bring cutting-edge, challenge-led research with direct benefits to people and society, and provide education for the next generation of global citizens who will have to respond to the world's 21st century challenges.

PURPOSE

To connect technology-focused institutions of higher learning in Asia.

MISSION

To support member universities in achieving world-class quality of education and research in engineering and technology through strategic international alliance, by facilitating activities including but not limited to networking, exploring potential collaborations, and co-operating in areas of university teaching, learning and research in the areas of innovation, entrepreneurship and sustainable development.

MEMBERSHIP

Membership is open to all technology-focused institutions of higher learning in Asia.

1 DEFINITIONS AND INTERPRETATION

1.1 The words and phrases below shall have the following meanings:

General Board Means the individuals nominated by each of the Members, pursuant to Clause 3 and Schedule 3 of this Agreement, appointed to supervise the overall direction of the Network: the Presidents, Principals, Rectors, Vice-Chancellors, or roles of equivalent status, of the Member universities. The General Board makes all the major strategic decisions, and meets once annually.

Steering Committee Means the individuals nominated by each of the Members, pursuant to Clause 3 and Schedule 3 of this Agreement: Directors of the International Office. The Steering Committee is responsible for senior-level liaison between the Members and the network, for promoting and fostering network engagement at institutional level, and for providing advice on the strategic direction of the Network.

Network Host Means the institution designated by the General Board as the network host and being responsible for the administration of the affairs of the Network.

Secretariat Means the individuals appointed by the Network Host; The functions and responsibilities include planning, directing, managing and overseeing the activities and operational functions of the Network, making day-to-day operation decisions related to the Network, and managing financial transactions of the Network.

Membership fee Means the payment of the institutional subscription fee in USD exclusive of all taxes and bank or other monetary charges.

Coordinator Means the individual appointed by the Network Host and reporting to the Secretariat whose role and responsibilities are detailed in Clause 3 and Schedule 3 of this Agreement.

The Network Means the Parties ("the Members") to this Agreement and may also be referred to as "ATU-Net".

Member Means the higher learning institutions who are Parties to this Agreement from time to time as defined in Schedule 1 which form the Network.

The Schedules Mean the Schedules to this Agreement which form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

2. CONDITIONS PRECEDENT & SCOPE

- 2.1 The formation of the Network is subject to and conditional upon a satisfactory number of Members joining the Network. If this aforementioned condition precedent is not met or if Membership income does not cover the annual running costs of the Network, the Network may automatically be dissolved at the discretion of the General Board (and a proportion of each Member's Institutional Membership Fee as defined in Clause 7.3 will be refunded pro rata to the Member after deduction of the management and indirect costs incurred by the Network Host in relation to the Network's activities. In such circumstance, this Agreement shall also automatically terminate and cease to have effect except for the provisions referred to in Clause 2.2 and Clause 15.
- 2.2 The termination of this agreement pursuant to Clause 2.1 shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before that date.
- 2.3 Subject to Clauses 2.1 and 2.2, the terms of this Agreement shall govern the rights and obligations of the Members. These obligations include paying their respective Institutional Membership Fee, adhering to the Governance Structure and compliance with Network objectives as detailed in Clauses 3 and 4.

3 GOVERNANCE

- 3.1 The Structure and Governance of the Network shall be comprised of:
- a General Board;
 - a Steering Committee;
- and the Network Host will appoint a Coordinator to manage the day to day running of Network activities as detailed in Schedule 3 of this Agreement.

4 RESPONSIBILITIES AND LIABILITIES

- 4.1 The consideration for becoming a Member of the Network is the Member's ongoing Institutional Membership Fee. Each Member shall make its respective Institutional Membership Fee to the Network and the obligation to pay the fee when they fall due will continue until the Member withdraws or its involvement with the Network and this Agreement is terminated or otherwise when this Agreement expires or is terminated. Failure to pay the Institutional Membership Fees is deemed a material breach of the terms of the Agreement and is grounds for termination of that Member's involvement in the Network and this Agreement at the discretion of the General Board.
- 4.2 Each Party shall be entirely responsible for its own tax affairs.
- 4.3 Each Member confirms that it will act in good faith when complying with its respective obligations under this Agreement. Further, the Members acknowledge and agree that they will not do anything which brings the reputation of the Secretariat as Network Host or the Network into disrepute.

- 4.4 Each Member shall comply with reasonable requests for information from the Coordinator in relation to the Network and make best endeavours to provide requested information in a timely fashion.
- 4.5 The Members shall indemnify the General Board and the Network Host to a maximum amount of each individual member's annual Institutional Membership Fee and keep them indemnified at all times against any liability, costs, loss, injury, claims, professional or legal fees, damage or other costs suffered, sustained incurred or arising in relation to the Network including but not limited to :
- 4.5.1 a Member or a Member's representative in relation to any loss, injury, damage or any costs whatsoever arising out of any act or omission by a Member or its employees or agents in relation to activities of the Network;
or
- 4.5.2 a third party, in relation to any loss, injury, damage or any costs whatsoever arising out of any act or omission of the Network or a Member or Member's representative in relation to the activities of the Network except to the extent that such Liability is due to a negligent act or omission on the part of the Network Host or General Board.
- 4.6 Subject to Clause 4.9 the liability of any Member for any breach of this Agreement, or arising in any other way out of its subject-matter, will not extend to:
- 4.6.1 loss of business or profit; or
- 4.6.2 any indirect or consequential damages or losses.
- 4.7 Subject to Clause 4.9 and Clause 10.3, each of the Members shall remain separately liable and there is to be no joint liability and the maximum liability of each Member in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or otherwise in connection with this Agreement or its subject matter shall not exceed the amount of its annual Institutional Membership Fee.
- 4.8 It is the responsibility of the Network Host to manage the network activities within the Network budget. If an activity is out of budget or requires exceptional expenditure, the Network Host shall refer the matter for approval to the General Board and a decision shall be made on a case by case basis.
- 4.9 Except as expressly set out in this Agreement, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from this Consortium Agreement. Notwithstanding the aforementioned, each Member will ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time. It is recognised that it is likely that personal data maybe shared between the parties at some future date in which case additional contract commitments will be required with regard to the safe processing of that data.

5 ADDITION OF NEW MEMBERS

New Members may join the Network with recommendation from the Network Host or agreement of the General Board, and thereby become a Member of the Network, subject to the New Member being bound by the terms of this Agreement on the same terms as existing Members. For the avoidance of doubt, Prospective Parties cannot insist on being made a Member or Party to this Agreement even if all criteria are met. The admission of a new Member is at the discretion of the Network Host and/or the General Board.

6 WITHDRAWALS

- 6.1 Any Member (the "Withdrawing Member") may withdraw from the Network by securing the written consent of the General Board or by serving written notice in which case the requirements of Clause 6.2 will apply.
- 6.2 The Withdrawing Member may terminate this Agreement by giving to the Secretariat before the beginning of its fiscal year, i.e. 31st December in any year, one (1) year's notice in writing of such intended termination. The notice to terminate given on or before 31st December in any year shall effect termination on 1st January of the following year.
- 6.3 The Withdrawing Member shall not be entitled to recover any of its costs incurred in connection with the Network up until the effective date of its withdrawal and shall comply with all conditions imposed pursuant to Clause 15.
- 6.4 Schedules 1 and 5 will be amended in line with the termination of withdrawing Members who shall no longer be Party to this Agreement or Members of the Network.

7 FINANCIAL MANAGEMENT

- 7.1 Members will be invoiced annually. The Network's fiscal year is 1st January to 31st December of the respective year. Payment is to be made in full in USD or Ringgit Malaysia equivalence according to the exchange rate at the point of transfer within 14 days of invoice date by bank transfer into the Network Host's bank account excluding all taxes, bank and monetary charges as detailed in Schedule 2.
- 7.2 The financial arrangements for the Network shall be overseen by the General Board and shall be as set out in Schedule 2. The Institutional Membership Fee will be reviewed periodically by the General Board and any changes will be communicated to Members who will be given the option to accept the changes or to withdraw their Membership of the Network and being Party to this Agreement.
- 7.3 All Members will each pay the Institutional Membership Fee of USD1000 per annum. At the discretion of the General Board, Associate Members may be invited to join the Network free of charge but any expenses involved in attendance at meetings, and other Network related events will be at the Associate Member's sole expense. For the avoidance of doubt, Associate Members are not a Party to this

agreement and will have no rights under it, no representation at Steering Committee or General Board level, or any decision making power in ATU-Net.

- 7.4 The annual Institutional Membership Fee of the Network Host is waived.
- 7.5 Some proportion of the Network's funds will be allocated for the Network Host to cover the direct and indirect management costs of running the Network.
- 7.6 Each Member shall provide the Coordinator on request, with statements of payments made on an annual basis. The Coordinator will prepare and submit to the General Board an up to date financial status report of the Network.

8 IPR OWNERSHIP

This Agreement does not affect the ownership of any Intellectual Property belonging to a Member. Except as expressly set out in this Agreement, no licence to use any Intellectual Property belonging and/or controlled by a party is granted or to be implied.

9 PUBLICATION AND ANNOUNCEMENTS PUBLICITY & USE OF LOGOS

- 9.1 Each Member licences the others on a non-exclusive basis to use its trademarks and logos for the purposes of marketing and delivering the Network objectives. Save as aforesaid no Member shall use or reproduce any other Member's trademarks or logos without the written permission of the owning party. The use of such trademarks and logos shall be in accordance with the provisions of any written permission and conditions (not to be unreasonably withheld or delayed) as may be decided by the owning party.
- 9.2 Each Member shall be responsible for the accuracy of all public information, publicity and promotional activity produced by or for that Member relating to the Network howsoever disseminated. The General Board has the power of veto over any such publicity or information and may require the withdrawal of the material concerned.

10 TERMINATION

- 10.1 In the event that the Network Host or General Board identifies a breach by a Member ("Breaching Member") of its obligations under this Agreement the Network Host will give formal notice to such Member requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice. If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Board may decide to declare the Member to have breached the terms of this Agreement and to be in default and the General Board will decide on the consequences thereof which may include termination of the Breaching Member's participation in the Network and this Agreement. Grounds for termination of a Breaching Member's involvement in the Network include, but are not limited to -

- 10.1.1 the Breaching Member being in persistent breach of the terms of this Agreement; or
- 10.1.2 the Breaching Member making a voluntary arrangement with its creditors or becoming subject to any administration order; or

- 10.1.3 an encumbrance taking possession or a receiver being appointed over any of the property, assets or revenues of the Breaching Member; or
 - 10.1.4 a review by an external agency or body concluding that the Breaching Member does not provide satisfactory criteria for being a Member of the Network or
 - 10.1.5 the Breaching Member being engaged in behaviour or activities which call into disrepute, reputation damage or damage to the goodwill of any of the other Members or the Network or
 - 10.1.6 the Breaching Member failing to satisfy its obligations on the financial arrangements or payment of monies due
- 10.2 Subject to Clause 15, in the event that it is agreed by the General Board that there are no longer valid reasons for continuing with the Network the General Board may act on behalf of the Members in deciding by majority vote to terminate this Agreement and dissolve the Network by sending notice of termination in writing to all the Members to that effect. The agreement will be deemed terminated thirty days after despatch of the termination notice.
- 10.3 If any Network funds are unspent on termination they are to be distributed back to the Members on a pro rata percentage basis, according to and based on each Members' original Institutional Membership Fee. If there are insufficient funds to pay any outstanding debts of the network on termination, the provisions of Clause 4.6 shall be superseded by Clause 4.7 and each Member agrees that any shortfall is to be divided equally in pro rata proportion to the Member's Institutional Membership Fee as defined in Clause 7.3 to such amount as will be required to satisfy the debts of the Network.

11 CONFIDENTIALITY

- 11.1 For the purpose of this clause "Confidential Information" shall mean all confidential, non-public proprietary information, regardless of how the information is stored or delivered and regardless of whether marked "confidential" or similar and whether disclosed before or after the date of this Agreement, and which relates to the business, products, processes, services, finances, techniques, technology, Intellectual Property and/or affairs of a Member.
- 11.2 The Members hereto agree to use all reasonable endeavours to ensure that any Confidential Information disclosed or submitted in writing or any other tangible to one Member ("Receiving Member") by the other ("Disclosing Member") shall be treated with the same care and discretion to avoid disclosure as the Receiving Member uses with its own similar information which it does not wish to disclose. Any information disclosed orally that is identified by the Disclosing Member as Confidential Information shall be treated the same as if it had been reduced to writing at the time of disclosure to the Receiving Member.
- 11.3 The Receiving Member shall not, during a period of three (3) years after the termination or expiry of this Agreement, use any such Confidential Information for any purpose other than in accordance with the terms of this Agreement.

- 11.4 The undertaking in Clauses 11.2 and 11.3 above shall not apply to Confidential Information which:
- (a) is known to the Recipient before its receipt from the Discloser, and not already subject to any obligation of confidentiality to the Discloser;
 - (b) is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
 - (c) has been obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality
 - (d) has been independently developed by the Recipient and such independent development can be reasonably demonstrated by documentation; or
 - (e) is approved for release in writing by an authorised representative of the Discloser.
- 11.5 A Member breaching the obligation of confidentiality may be required by the other Members to withdraw from the Network and will remain subject to the conditions of Clauses 6 and 15.
- 11.6 Staff and students and any agents, consultants or sub-contractors engaged to work in respect of Network related activity will be subject to the principles of confidentiality outlined in this Clause 11.

12 DISCLAIMER

- 12.1 Member undertakes to use reasonable endeavours to ensure that any information provided in respect of the Network is in accordance with accepted professional and scientific principles and standards and to act with reasonable skill and care but such Member makes no representation or gives no warranty or representation of any kind as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties or that any information provided will be fit for any particular purpose. Such Member accepts no responsibility for any use which may be made of any materials, information, apparatus, method, process or intellectual property arising from its work or otherwise supplied to another Member or to which that Member gains access.
- 12.2 It is therefore agreed that any Member utilising such, materials, information, apparatus, method, process or intellectual property is fully responsible and liable for any subsequent loss, costs, claims and demands arising from that use, unless such loss, costs, claims and demands arise out of the wilful default or negligence on the part of the supplying Member.

13 FORCE MAJEURE

Force Majeure shall mean any act, event or condition beyond the reasonable control of a Party that was not reasonably foreseeable at the time of execution of this Agreement and is not avoidable under normal circumstances, including but not limited to acts of God, war, riots, acts of Government or any state or political subdivision thereof, fires, floods, explosions of other catastrophes, labour disturbances, freight embargoes or material shortages.

No Party shall be liable for any failure to perform or any delay in performing any of its obligations under this Agreement if such failure or delay arises out of Force Majeure. The Party facing an event of Force Majeure shall promptly notify the other Parties and shall use its reasonable endeavours to remedy any default or delay occasioned thereby forthwith upon such event ceasing to apply.

In case of frustration of this Agreement or if the fulfilment of substantial provisions of this Agreement is affected by Force Majeure, the Parties shall endeavour to adapt the Agreement to the new situation. In the event that the Parties do not agree upon such an adaptation within a period of three months, the Agreement shall, as far as such Party is concerned, be terminated without notice by the Party that cannot reasonably be expected to fulfil the Agreement.

14 NON-ASSIGNMENT

This Agreement or any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Member other than to their respective Affiliates, in whole or in part, without the express prior written consent of the General Board.

15 CONTINUING OBLIGATIONS

On termination for whatever reason (including those in Clause 2.1), the following clauses shall continue in force and shall survive termination of this Agreement.

- (a) Clause 1 (Interpretation);
- (b) Clause 4 (Responsibilities)
- (c) Clause 9 (Publicity & Use of Logos)
- (d) Clause 10.3 (Costs on Termination);
- (e) Clause 11 (Confidentiality)
- (f) Clause 12.1 (No Warranties)
- (g) Clause 16 (Governing law and jurisdiction).
- (h) Clause 19 (Entire agreement);
- (i) Clause 21 (Notices); and
- (j) Clause 22 (Miscellaneous)

16 GOVERNING LAW

This Collaboration shall be applied in accordance with the laws and regulations in force in the territory of each cooperating party, in respect of activities taking place in the party's territory.

17 NO PARTNERSHIP

Nothing in this Agreement shall create or be deemed to create a partnership or a joint venture or to have created the relationship of principal and agent, employer and employee, formal business interest grouping or any other legal entity or relationship between the Members other than as specifically set out herein. For the avoidance of doubt, except as otherwise provided in further future formal written agreement, no Party

shall be entitled to act or to make legally binding declarations on behalf of any other Member or of the Network.

18 DISPUTE RESOLUTION

The Members shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or relating to this Agreement via the Steering Committee and Secretariat. In the event that any disputes cannot be resolved at this level then the matter shall be referred to the General Board. If the matter is not settled at this level, the General Board will decide upon and appoint an independent third party to resolve the dispute.

19 ENTIRE AGREEMENT

This Agreement and its governing Schedules, which are incorporated into and form part of this Agreement, constitutes the entire Agreement between the Members with regard to the Network. Each Member acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Member waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. This clause does not exclude any liability for fraud. Any variation to the terms in this Agreement shall be in writing and shall be signed by authorised signatories for all Members. Material changes may not be implemented without the prior agreement of the General Board.

20 PRECEDENCE

In the event of any conflict between the body of this Agreement and any agreement, the terms of this agreement shall prevail. In the event of any conflict between the body of this Agreement and the Schedules, the Schedules shall prevail. Subject to the foregoing, this Agreement shall take precedence over any other agreement signed between the Parties relating to the subject matter hereof unless express provision is made to the contrary in any future formal agreement.

21 NOTICES

Any notice to be given under this Agreement shall be sent by email and confirmed by registered mail to the addresses in Schedule 1.

22 MISCELLANEOUS

22.1 If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Members shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

- 22.2 No failure to exercise or delay in the exercise of any right or remedy which any Member may have under this Agreement or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.
- 22.3 This Agreement including its Schedules supersedes all other agreements and understandings, whether written or oral, between the Members about the Network and constitutes the entire agreement between the Members regarding the Network.
- 22.4 No Member shall use any other Member's name, crest, logo or registered image for any purpose without the express written permission of that other Member.
- 22.5 This Agreement may be executed in counterparts each of which when executed and delivered is an original but all such counterparts shall be deemed to constitute one and the same instrument.

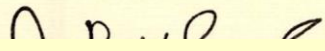
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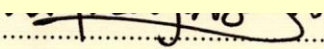
SIGNED BY : 

For and on behalf of Universiti Teknologi Malaysia (the Network Host)

Name : Professor Datuk Ir. Ts. Dr. Ahmad Fauzi bin Ismail

Position : Vice-Chancellor

In the presence of: 

Signature : 

Name : Assoc. Prof. Dr. Mohd Ariffin bin Abu Hassan

Position : Director of UTM International

SIGNED BY :
For and on behalf of Eastern Visayas State University (a Member / Party)

Name : Dennis C. De Paz, PhD

Position : University President

In the presence of:

Signature :

Name : Faustito A. Aure, MRD

Position : Director, Office of Internationalization

Schedule 1 The Parties to the Consortium Collaboration Agreement

1. UNIVERSITI TEKNOLOGI MALAYSIA (the "Network Host") with its address at Universiti Teknologi Malaysia, 81310 UTM Skudai, Johor Darul Takzim, Malaysia
and
2. UNIVERSITI TUN HUSSEIN ONN MALAYSIA (a "Member") with its address at Universiti Tun Hussein Onn Malaysia, 86400 Parit Raja, Batu Pahat, Johor Darul Ta'zim, Malaysia
and
3. UNIVERSITI MALAYSIA PERLIS (a "Member") with its address at Universiti Malaysia Perlis, Kampus Alam UniMAP Pauh Putra, 02600 Arau, Perlis, Malaysia
and
4. UNIVERSITI TEKNIKAL MALAYSIA MELAKA (a "Member") with its address at Universiti Teknikal Malaysia Melaka, Hang Tuah Jaya, 76100 Durian Tunggal, Melaka, Malaysia
and
5. UNIVERSITI TEKNOLOGI MARA (a "Member") with its address at Universiti Teknologi MARA, 40450 Shah Alam, Selangor Darul Ehsan, Malaysia
and
6. UNIVERSITI MALAYSIA TERENGGANU (a "Member") with its address at Universiti Malaysia Terengganu, 21030 Kuala Nerus, Terengganu, Malaysia
and
7. UNIVERSITI MALAYSIA PAHANG (a "Member") with its address at Universiti Malaysia Pahang, Canseleri Tun Abdul Razak, 26600 Pekan, Pahang Darul Makmur, Malaysia
and
8. INSTITUT TEKNOLOGI BANDUNG (a "Member") with its address at Institut Teknologi Bandung, Jl. Tamansari No. 64, Bandung, 40116, West Java, Indonesia
and
9. INSTITUT TEKNOLOGI SEPULUH NOPEMBER (a "Member") with its address at Institut Teknologi Sepuluh Nopember, Campus Sukolilo, Surabaya 60111, Indonesia
and

10. UNIVERSITAS AIRLANGGA (a "Member") with its address at Universitas Airlangga, Management Office, Second Floor, Campus C Universitas Airlangga, Mulyorejo, Surabaya 60115, Indonesia

and
11. TELKOM UNIVERSITY (a "Member") with its address at Telkom University, Jalan Telekomunikasi No. 1, Terusan Buah Batu Kota Bandung, Provinsi Jawa Barat, Indonesia

and
12. UNIVERSITAS SEBELAS MARET (a "Member") with its address at Universitas Sebelas Maret, Jl. Ir. Sutami 36 A, Kentingan, Surakarta 57126, Central Java, Indonesia

and
13. INSTITUT TEKNOLOGI KALIMANTAN (a "Member") with its address at Institut Teknologi Kalimantan, Jl Soekarno Hatta KM 15 Balikpapan, East Kalimantan 76127, Indonesia

and
14. ATMA JAYA CATHOLIC UNIVERSITY OF INDONESIA (a "Member") with its address at Atma Jaya Catholic University of Indonesia, Jl Jenderal Sudirman no 51, RT.5/RW.4, Karet Semanggi, Kecamatan Setiabudi, Kota Jakarta Selatan, Daerah Khusus Ibukota Jakarta 12930, Indonesia

and
15. UNIVERSITAS MULTI DATA PALEMBANG (a "Member") with its address at Universitas Multi Data Palembang, Jalan Rajawali Nomor 14, Palembang, South Sumatera, Indonesia

and
16. SHIBAURA INSTITUTE OF TECHNOLOGY (a "Member") with its address at Shibaura Institute of Technology, 3-9-14 Shibaura, Minato-ku, Tokyo 108-8548, Japan

and
17. KING MONGKUT'S UNIVERSITY OF TECHNOLOGY THONBURI (a "Member") with its address at King Mongkut's University of Technology Thonburi, 126 Pracha Uthit Rd., Bang Mod, Thung Khru, Bangkok 10140, Thailand

and

18. KING MONGKUT'S INSTITUTE OF TECHNOLOGY LADKRABANG (a "Member") with its address at King Mongkut's Institute of Technology Ladkrabang, 1 Chalongkrung 1, Ladkrabang, Bangkok 10520, Thailand

and
19. SURANAREE UNIVERSITY OF TECHNOLOGY (a "Member") with its address at Suranaree University of Technology, 111 University Avenue, Muang District, Nakhon Ratchasima 30000 Thailand

and
20. UNIVERSITI TEKNOLOGI BRUNEI (a "Member") with its address at Universiti Teknologi Brunei, Jalan Tungku Link, Gadong BE1410, Brunei Darussalam

and
21. PHENIKAA UNIVERSITY (a "Member") with its address at Phenikaa University, Yen Nghia Ward, Ha Dong District, Hanoi, Vietnam

and
22. MINDANAO STATE UNIVERSITY – ILIGAN INSTITUTE OF TECHNOLOGY (a "Member") with its address at Mindanao State University – Iligan Institute of Technology, Bonifacio Avenue, Tibanga, Iligan City, Philippines

and
23. CEBU TECHNOLOGICAL UNIVERSITY (a "Member") with its address at Cebu Technological University, Main Campus - Corner M.J. Cuenco Avenue and R. Palma St., Cebu City, Philippines

and
24. DAVAO DEL NORTE STATE COLLEGE (a "Member") with its address at Davao del Norte State College Compound, Tadeco Road, New Visayas, Panabo City 8105 Davao del Norte, Philippines

and
25. UNIVERSITY OF SCIENCE AND TECHNOLOGY OF SOUTHERN PHILIPPINES (a "Member") with its address at University of Science and Technology of Southern Philippines, C.M. Recto Avenue, Lapasan, Cagayan de Oro City 9000 Philippines

and
26. UNIVERSITY OF SOUTHEASTERN PHILIPPINES (a "Member") with its address at University of Southeastern Philippines, Iñigo St. Bo. Obrero, Davao City, Philippines.

and

27. DAFFODIL INTERNATIONAL UNIVERSITY (a "Member") with its address at Daffodil International University, Daffodil Smart City, Ashulia, Dhaka, Bangladesh

and

28. INDIAN INSTITUTE OF TECHNOLOGY BOMBAY (a "Member") with its address at Indian Institute of Technology Bombay, Powai, Mumbai 400 076, India

and

29. SAMAR STATE UNIVERSITY (a "Member") with its address at Samar State University, Artech Blvd., Guindapunan, Catbalogan City, Samar, Philippines 6700

and

30. UNIVERSITAS BRAWIJAYA (a "Member") with its address at Universitas Brawijaya, Jl. Veteran No.10-11, Ketawanggede, Malang, East Java 65145, Indonesia

and

31. MINDANAO STATE UNIVERSITY – TAWI-TAWI COLLEGE OF TECHNOLOGY AND OCEANOGRAPHY (a "Member") with its address at Mindanao State University – Tawi-Tawi College of Technology and Oceanography, Boheh Sallang, Sanga-Sanga, Bongao, Tawi-Tawi, Philippines 7500

and

32. NORTHWEST SAMAR STATE UNIVERSITY (a "Member") with its address at Northwest Samar State University, Rueda Street, Calbayog City, 6710 Samar, Philippines

and

33. LEYTE NORMAL UNIVERSITY (a "Member") with its address Leyte Normal University, P. Paterno Street, Tacloban City, Leyte 6500 Philippines

and

34. EASTERN VISAYAS STATE UNIVERSITY (a "Member") with its address Eastern Visayas State University, Lino Gonzaga Avenue, Tacloban City, Leyte, Philippines 6500

The Parties forming the Network will change from time to time on approval from the Network Host and/or the General Board and this Schedule will be amended and superseded by a new Schedule detailing the Parties to the Agreement which shall be inserted as Schedule 1 of this Agreement and shall become part of this Agreement. Corresponding amendments will be made to Schedules 4 or 5 as appropriate and will supersede pre-existing Schedules 4 or 5 and will become part of this Agreement.

Agreement signature pages relating to these Schedules may be executed in counterparts each of which when executed and delivered is an original but all such counterparts shall be deemed to constitute one and the same instrument.

Schedule 2 Institutional Membership Fee Payable & Financial Arrangements

All payments to be made in USD or Ringgit Malaysia equivalence according to the exchange rate at the point of transfer exclusive of all taxes and bank or other monetary charges by electronic transfer to:

Account Name : BENDAHARI UTM
Bank : CIMB BANK BERHAD
Bank Address : 21, Jalan Kebudayaan 4, Taman Universiti
81300 Skudai, Johor, Malaysia
Account number : 8006053536
SWIFT/IBAN : CIBBMYKL

Associate members will be invited to join the Network at the discretion of Network Host and/or the General Board may pay no fee but any expenses involved in attendance at meetings or other Network related events will be at the Associate member's sole expense. For the avoidance of doubt, Associate Members are not a Party to this agreement and will have no rights under it, no representation at Steering Committee or General Board level nor any decision-making power in ATU-Net.

Members will be invoiced annually on the 1 January for the forthcoming 12 months.

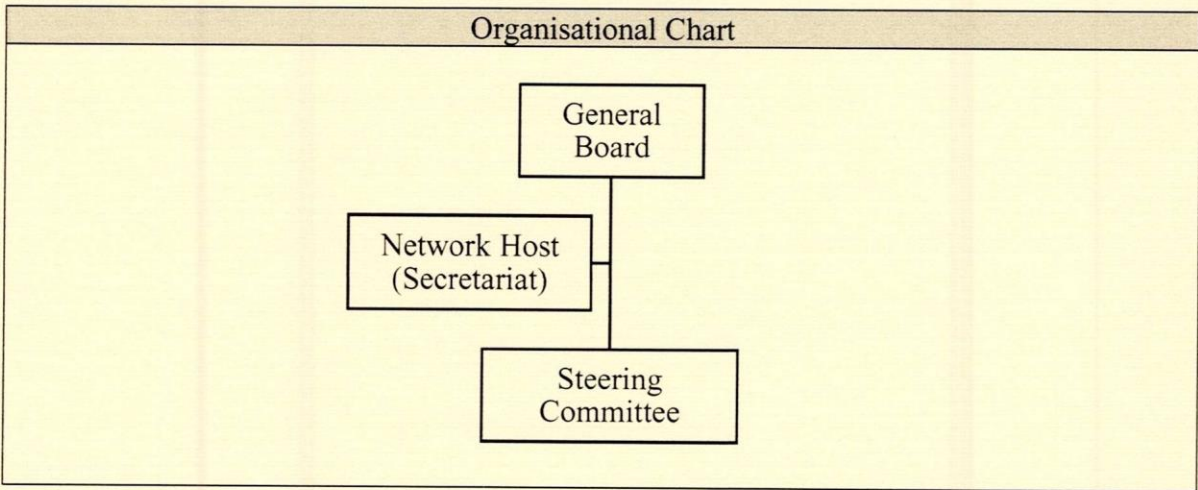
The Institutional Membership Fee or fee payable will be reviewed periodically by the General Board.

Schedule 3 Governance Structure

The Structure and Governance of the Network shall be comprised of:

- a General Board;
- a Steering Committee

and the Network Host will appoint a Coordinator to manage the day to day running of Network activities as detailed in this Schedule 3 of the Agreement. The structure and the governance arrangements of the Network are detailed below.



1 General Board

The General Board consists of the Presidents, Principals, Rectors, Vice-Chancellors, or equivalent ranking representatives of the Member universities. The General Board is the supreme decision making body of the Network and makes all the major strategic decisions in relation to the Network, meeting once a year. The General Board meeting is chaired by one of the Presidents, Principals, Rectors, Vice-Chancellors, or equivalent, of the Member universities on rotation. The Chair holds office for a term of 3 years.

- 1.1 Each Member shall appoint one individual to the General Board. Each nominated individual (and any changes thereto) shall be notified in writing to the other Members.
- 1.2 The General Board shall put in place any structure to manage the Network that it agrees.
- 1.3 The quorum for a meeting of the General Board shall be not less than 25% of the nominated representatives of the Members to this Agreement (or their proxies).
- 1.4 The Network Host’s representative will be appointed as the first Chair of the General Board and after the three year appointment term has expired, such other individual representing a Member institution at General Board level shall be appointed as the Members of the general Board may agree.
- 1.5 In addition to the annual meetings, the General Board may also convene other meetings at any time upon reasonable notice when considered necessary at the

request of at least 25% of the General Board and may be held by teleconference or other telecommunication means.

1.6 Meetings shall be convened with at least twenty-one (21) business days prior written notice, and such notice shall include an agenda. Minutes of the meetings of the General Board shall be drafted by the Chair and transmitted to the Members without delay and in any event within twenty (20) business days of the meeting. The minutes shall be considered as accepted by the Members if, within thirty (30) days from receipt, no Member has objected in writing to the General Board.

1.7 Each Member shall, through its representative, have one vote in the General Board. Decisions will be taken by a majority vote of a meeting of the General Board. In the event of a tied vote, the Chair shall have the casting vote.

1.8 The General Board will appoint a Steering Committee.

2 Steering Committee

2.1 The Steering Committee consists of Directors of the International Office or equivalent ranking representatives of a Member. The Steering Committee is responsible for senior-level liaison between the Members and the network, for promoting and fostering network engagement at institutional level, and for providing advice on the strategic direction of the Network.

2.2 Member activities which may include discussion of potential exchanges, collaborative research projects and joint teaching and learning initiatives, meeting at least twice annually. The Chair of the Steering Committee is the ATU-Net Executive Director. The Steering Committee is co-chaired by one of the Directors of the International Office, or equivalent, of the Member universities on rotation. The Co-Chair holds office for a term of 3 years.

2.3 Each Member shall appoint one individual to the Steering Committee. Each nominated individual (and any changes thereto) shall be notified in writing to the other Members. In addition each Member shall be entitled, but not bound, to appoint an additional individual to the Steering Committee to act as an observer. An observer appointed in such a manner shall be entitled to attend, but not vote, at meetings of the Steering Committee.

2.4 The Steering Committee shall act on instructions from and under the direction of the General Board.

2.5 The quorum for a meeting of the Steering Committee shall be not less than 50% of the nominated representatives of the Members to this Agreement (or their proxies).

2.6 In addition to meeting not less than once a year, the Steering Committee may also convene other meetings at any time upon reasonable notice when considered necessary at the request of at least 50% of the Steering Committee and may be held by teleconference or other telecommunication means.

- 2.7 Meetings shall be convened with at least twenty-one (21) business days' prior written notice, and such notice shall include an agenda. Minutes of the meetings of the Steering Committee shall be drafted by the Chair and transmitted to the Members without delay and in any event within twenty (20) business days of the meeting. The minutes shall be considered as accepted by the Members if, within thirty (30) days from receipt, no Member has objected in writing to the Steering Committee.
- 2.8 Each Member shall, through its representative, have one vote in the Steering Committee. Decisions will be taken by a majority vote of a meeting of the Steering Committee except for those decisions specified in Clauses 2.1, 4.1, 5, 6.4, 7.3, 9.2, 10.1, and 10.2. In the event of a tied vote, the Chair shall have the casting vote.

3 The Coordinator

- 3.1 At the commencement of this Agreement, the Network Host will appoint a Coordinator, the post holder being based at the premises of the Network Host.
- 3.2 The Coordinator will:
- 3.2.1 help organise signature programmes of the Network
 - 3.2.2 support Member activities at the request of the General Board or Steering Committee
 - 3.2.3 attend General Board meetings at the request of the Chair;
 - 3.2.4 be the primary contact for the day to day activities of the Network;
 - 3.2.5 be responsible to the Network Host for the day-to-day management of the Network;
 - 3.2.6 be responsible for implementing decisions taken by the General Board and Steering Committee; and
 - 3.2.7 monitor the progress of the Network with respect to programmes and deliverables.

Schedule 4 New Parties

The Parties have entered into a Consortium Collaboration Agreement specifying the terms and conditions under which the Network operates. Any new Party joining the Network shall be subject to the terms and conditions of the aforementioned Agreement and once the counterpart signature page is accepted by the General Board after being duly executed by a joining Party, it shall be inserted into the Consortium Collaboration Agreement and recorded in Schedule 1 and this Schedule 4 and shall become part of the Agreement.

Schedule 5 Withdrawing Parties

The Parties have entered into a Consortium Collaboration Agreement specifying the terms and conditions under which the Network operates. Any withdrawing Party leaving the Network shall follow the process in Clause 6 and thereafter not be subject to the terms and conditions of the aforementioned Agreement with the exception of being bound by the post termination surviving obligations as detailed in the Agreement. This Schedule 5 and Schedule 1 will be amended from time to time on withdrawal of a Party.



IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN



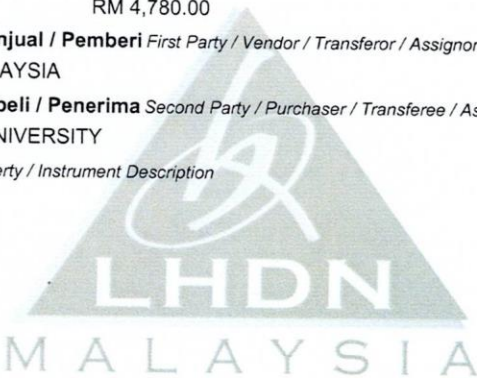
SIJIL SETEM

ASAL

STAMP CERTIFICATE


(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method* FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.* T01DF8848BXJ001
Jenis Surat Cara *Type Of Instrument* CONSORTIUM COLLABORATION AGREEMENT
Tarikh Surat Cara *Date Of Instrument* SURAT CARA UTAMA
Balasan *Consideration* 23/10/2023
Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor* RM 4,780.00
UNIVERSITI TEKNOLOGI MALAYSIA
Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
EASTERN VISAYAS STATE UNIVERSITY
Butiran Harta / Suratcara *Property / Instrument Description*
TIDAK BERKENAAN



Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	J1012A230482970
Tarikh Penyeteman <i>Date of Stamping</i>	11/12/2023
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 25.00
Penalti <i>Penalty</i>	RM 25.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 50.00
Indorsemen <i>Indorsement (Acta Setem 1949)</i>	Seksyen 37, Seksyen 48



Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)

Tarikh Cetak *Printed Date* : 07/01/2024 11:44:24

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app
Ini adalah cetakan komputer dan tidak perlu ditandatangani
This is a computer generated printout and no signature is required

--- tamat/end ---