



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA SARAWAK

AND

SARAWAK SHELL BERHAD



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Memorandum of Understanding made this **13 day of January 1995** between **UNIVERSITI MALAYSIA SARAWAK**, Kota Samarahan, Sarawak (hereafter referred to as **UNIMAS**) and **SARAWAK SHELL BHD.**, a company incorporated under the laws of Malaysia and having its registered office at Lutong, Sarawak, Malaysia (hereafter referred to as **SHELL**).

WHEREAS

- A. **UNIMAS** intends to set up a Chair to undertake such studies, research and lecturership (hereinafter referred to as the **CHAIR**) in any subject or field as may be designated from time to time by **UNIMAS** and agreed by **SHELL**.
- B. **SHELL** is agreeable to provide a grant to **UNIMAS** to be used to set up and maintain the said **CHAIR**.
- C. **UNIMAS** and **SHELL** consider that it is to their mutual benefit and interest to set forth the terms of their understanding and agreement in writing in respect of the setting up of an running of the said **CHAIR**.

THEREFORE in consideration of the above premises the parties hereby agree as follows:

1. The Grant

SHELL shall upon execution of this Memorandum of Understanding give the sum of **RINGGIT TWO MILLION (RM2,000,000.00)** (hereinafter referred to as "the Grant") to **UNIMAS** for the purpose of setting up and maintaining the said **CHAIR**.

2. The Use of the Grant

2.1 UNIMAS shall place the said Grant in a deposit account or invest the same in a Negotiated Certificate of Deposit (NCD) with an authorised bank in Malaysia and use the income or interests derived therefrom to set up and maintain the said CHAIR.

2.2 The CHAIR will require, for the first period of six years, the following financial arrangement:

- i. A contribution towards the Chairholder's salary of RM10,000 per month.
- ii. Return Business Class air-fare for the chairholder to-and-from Kuching.
- iii. Rent for accommodation of reasonable standard whilst in Kuching.
- iv. Health insurance and other medical benefits.

2.3 The Chairholder is expected to acquire his/her own research fund from outside sources to carry out the proposed project in Malaysia. UNIMAS will provide support and assistance to jointly submit application for research funding when required.

2.4 UNIMAS shall determine a yearly sum of money to cover all travel expenses incurred by the Chairholder to and from UNIMAS and in the course of carrying out his/her duties within Malaysia. Transport for the Chairholder to carry out research and other official duties will be provided by UNIMAS.

2.5 UNIMAS shall provide a supplementary research fund to the Chairholder for the purchase of chemicals and field equipments during his term of occupancy of the CHAIR. Other running costs, laboratory space and technical/laboratory assistance will also be provided by UNIMAS.

3. Selection of the Chairholder

3.1 UNIMAS shall ensure that the candidate appointed to the said CHAIR (Chairholder) shall be selected from leading researchers of international credibility.

- 3.2 A selection panel formally appointed by the Council of UNIMAS shall be responsible for the selection of the Chairholder. The seven-member panel shall consist of:
- i. The Vice-Chancellor
 - ii. The Deputy Vice-Chancellor (Research & Services)
 - iii. A Representative of Sarawak Shell Bhd.
 - iv. Dean/Director of the Faculty/Institute in the discipline related to studies and field of research to be undertaken.
 - v. A Professor in the discipline related to studies and field of research to be undertaken.

4. **Duties and Responsibilities of Chairholder**

- 4.1 The chairholder will assume the status of a Distinguished Visiting Professor of UNIMAS. He/she will enjoy the same rights and privileges as other professors of UNIMAS.
- 4.2 During the term of service at UNIMAS, the Chairholder will perform duties and share responsibilities as a Visiting Professor.
- 4.3 The duties shall include teaching, research and consultancy. The Chairholder may be required to give seminar presentations on his/her research results at Malaysian institutions of higher learning and other organisations in the region.
- 4.4 Upon termination of the occupancy of the CHAIR, the Chairholder shall return to his/her former university or organisation. He/She is expected to continue promoting research collaborations and networking with UNIMAS at the personal or institutional capacities to facilitate informal interchange of ideas and information on the field of research undertaken that will be of mutual benefit.

5. **Duration of CHAIR Occupancy**

The terms of occupancy of the CHAIR will be for a period of at least eight months to not exceeding two years. This duration will be determined by the selection panel in accordance to the overall direction and nature of the research, subject relevance and the expected research output of the specific project pursued by the Chairholder.

6. **Results and Publication**

6.1 All results, discoveries and new information obtained by the Chairholder during his/her occupancy of this CHAIR shall be the joint property of UNIMAS and the Chairholder and shall be made available to SHELL.

6.2 Publication of results obtained will be encouraged. Contributions from collaborating researchers and personnels in the project will be duly recognised in the authorship.

7. **Others**

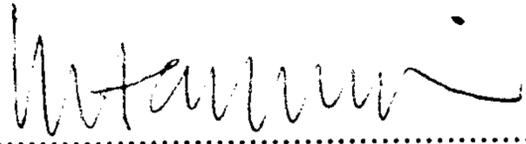
7.1 UNIMAS shall be responsible for the procurement of research permits, work pass and other legal documents as required by the immigration and public administration offices.

8. **Amendments**

This Memorandum of Understanding may be amended upon mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

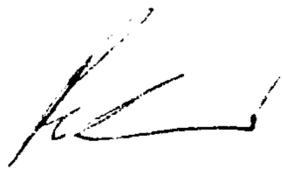
FOR UNIVERSITI MALAYSIA SARAWAK



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Prof. Dato' Zawawi Ismail
Vice-Chancellor

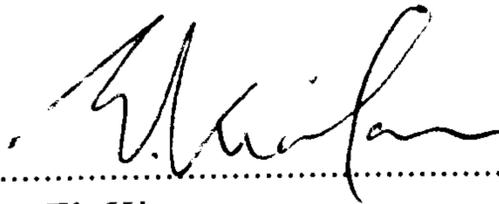
Date: 13.1.95

witness



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Date: 13.1.95

FOR SARAWAK SHELL BHD



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Tan Ek Kia
Managing Director

Date: 13 Jan 1995

witness



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Date: 13 Jan 1995