



MEMORANDUM OF AGREEMENT

BETWEEN

**FACULTY OF SHARIA
UNIVERSITY OF DARUSSALAM GONTOR**

AND

TOP GLOBAL FOOD AND BEVERANGES Sdn.Bhd

(DATE: 24th of November, 2024)

This Memorandum of Agreement ("**Agreement**") is made on this 24th of November, 2024

BETWEEN

Faculty of Sharia University of Darussalam Gontor (UNIDA), represented by Assoc. Prof. Dr. Imam Kamaluddin, Lc., M.Hum. in his capacity as Dean Faculty Sharia UNIDA Gontor hereinafter referred to as FIRST PARTY.

AND

Top Global Food and Beveranges Sdn. Bhd represented by Baban Muhammad Robbanie in his capacity as Director of Top Global Food and Beveranges Sdn. Bhd. hereinafter referred to as SECOND PARTY.

Faculty of Sharia UNIDA Gontor and Top Global Food and Beveranges Sdn. Bhd shall hereinafter be referred to individually as "Party" or collectively as "Parties" as the case may be)

WHEREAS:-

- A. UNIDA is an established university-based on waqf which adopts a total boarding system and strives to integrate science, technology, and humanities into Islamic sciences and maintain the modern development
- B. TOP GLOBAL FOOD AND BEVERANGES Sdn. Bhd is a restaurant that provides convenient food and beverages with the true taste of local products that are able to compete at the global level and to present excellent customer service with sincere etiquette in the business.
- C. The Parties agreed to collaborate with each other to explore the possibility of establishing a closer relationship between the two Parties with a view to promote further co-operation in areas in which they share common objectives ("**the Project**") and hereby enter into this Agreement to set forth herewith the terms and conditions as described herein.

NOW THEREFORE, THE PARTIES HEREBY AGREE ON THE TERMS AND CONDITIONS OF THEIR COLLABORATION AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

Agreement means this agreement and all the schedules and annexure to it (as amended from time to time in accordance with the terms herein);

Confidential Information shall include (but is not limited to):-

- (a) all information and documents related to intellectual property, Intellectual Property rights, trade names, service marks, service names, logos, emblems, slogans, industrial designs, patents, copyrights, trade secrets, know how, products and inclusive of in the form of photographs, video and/or CD filming, digital images, drawings, designs, CAD Data, financial, marketing, economics, commercial and strategic reports, information on territories of distribution, corporate and product information and all copies, reproductions, reprints and translations thereof, supplied by the disclosing Party to the receiving Party in connection with and in the course of the Project;
- (b) information and material demonstrated and furnished verbally or in any other mode which may reasonably be regarded by either Party as confidential regardless of whether these have been explicitly or tacitly identified as being secret or confidential. Any information which was expressly named or marked as being confidential shall in any case be deemed to be Confidential Information in the sense of

this Agreement;

- (c) all of the above information disclosed in connection with the Project whether before or after the date of this Agreement;

Intellectual Property means copyrights, moral rights, related rights, patents, supplementary protection certificates, Intellectual Property rights, trade names, service marks, design rights, database rights, rights in unfair competition, rights in undisclosed or confidential information (such know-how, trade secrets and inventions (whether patentable or not), and other similar intellectual property rights (whether registered or not) and applications for such rights as may exist anywhere in the world.

- 1.2 Words importing the singular shall include the plural and vice versa, wherever the context so admits.
- 1.3 Words and expressions importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.4 The headings and sub-headings to the Clauses are the convenience of reference only and shall not affect the interpretation and construction thereof.
- 1.5 Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variation and cognate expressions of the word or expression so defined.

2. OBLIGATIONS AND RESPONSIBILITIES OF PARTIES

- 2.1 The scopes of the responsibilities of the Parties for the purpose of the Project are set out as below:
 - (a) To organize an International Academic Study Tour for Students both Parties;
 - (b) To conduct joint workshops, seminars, and conferences;
 - (c) To joint research and consultancy projects
 - (d) To collaborate in publication; and

(e) any other areas of co-operation to be mutually agreed upon by the Parties.

2.2 The Parties shall use their best endeavors to further their mutual interests and, so far as they are able to do, make available to the cooperative activities their expertise, resources and information.

2.3 Each Party acknowledges that the resources of each Party will limit the extent of the cooperative activities and the Parties agree to work together to mutually discuss, identify and obtain appropriate financial support for the cooperative activities in connection with this Agreement.

3. CONFIDENTIALITY

3.1 Neither of the Parties shall, without the prior written consent of the other Party, disclose any Confidential Information relating to the Project to any third party, and such consent shall not to be unreasonably withheld.

3.2 The provisions of Clause 3.1 above shall not apply to:-

(a) Confidential Information which is or was already known to the receiving Party at time of disclosure to it; or

(b) Confidential Information which at the time of disclosure to the receiving Party under this Agreement is published or otherwise generally available to the public other than due to default by the receiving Party of its obligations hereunder; or

(c) Confidential Information which after disclosure to the receiving Party is published or becomes generally available to the public other than through acts or omissions of the receiving Party; or

(d) Any request for Confidential Information to satisfy any legal obligations owed to governmental or regulatory bodies.

3.3 This provision shall continue to be binding between the Parties notwithstanding the termination or expiry of this Agreement.

4. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

4.1 The protection of Intellectual Property rights shall be enforced in conformity with the national laws, rules and regulations and with other international

agreements signed by the Parties.

- 4.2 The use of the name, acronym, logo, official emblem, trade mark (or any variation thereof) or Intellectual Property that is or are identified with or belongs to any of the Party on any publications, document, paper, audio and/or visual presentation, or for publicity purposes is prohibited without the prior written approval of the other Party.
- 4.3 The Parties agree that neither Party shall gain by virtue of this Agreement any rights of ownership or any other interest, right, or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other Party.
- 4.4 Notwithstanding the foregoing articles, the Intellectual Property rights in respect of any technological development, products and services development, carried out:
 - (a) 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
 - (b) solely and separately by each Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

5. PERSONAL DATA PROTECTION

- 5.1 During the course of dealings between the Parties and in connection with the performance of this Agreement, the Parties acknowledge that they need to process Personal Data (as defined under the Personal Data Protection Act 2010) belonging to or supplied by each Party from time to time by electronic or paper-based means.
- 5.2 By entering into this Agreement, the Parties expressly and explicitly acknowledge and consent to the processing of such Personal Data by each Party for the purpose of performance of this Agreement and for all other purposes that are necessary, incidental or related to the performance of this Agreement. This includes:
 - (a) processing of such Personal Data within and, where necessary, outside Malaysia;
 - (b) transfer and disclosure of such Personal Data to third parties authorised by each Party within and, where necessary, outside Malaysia, provided that these third parties in turn undertake to keep such Personal Data confidential; and

- (c) transfer and disclosure of such Personal Data to any persons, authorities or regulators to whom the Parties are compelled, permitted or required under the law to disclose to.

For the purpose of this provision, the term "third parties" includes but is not limited to each Party's related companies, vendors, suppliers, business partners, professional advisers, agents, contractors, third party service providers, insurance companies, banks and financial institutions.

- 5.3 To the extent that a Party has disclosed the Personal Data of its employees, agents or other third parties to the other Party, the disclosing Party warrants and represents that it has obtained the relevant individual's consent to disclose such Personal Data to the other Party in accordance with this Article and for the purpose of the performance of this Agreement, and for all other purposes that are necessary, incidental or related to the performance of this Agreement.
- 5.4 The Parties warrant and represent that all Personal Data disclosed or to be disclosed to the other Party is accurate and complete, and that none of it is misleading or out of date as of the date of disclosure. The Parties shall promptly update each Party in the event of any change to such Personal Data.

6. ENTRY INTO EFFECT AND DURATION

- 6.1 This Agreement will come into effect on the date of signing and will remain in the effect for a period of sixty months/5 years unless terminated in accordance with the terms of this Agreement.
- 6.2 This Agreement may be extended for a further period as may be agreed in writing by the Parties.

7. TERMINATION

- 7.1 Either Party shall be entitled to terminate this Agreement immediately by notice in writing to the other Party (but without prejudice to any rights either Party may have against the other arising prior to such termination) if any of the events set out below shall occur:
 - (a) If the other Party shall commit any material breach of any of its obligations under this Agreement and shall fail to remedy such breach (if capable of remedy) within thirty (30) days after being given notice by the first Party so to do; or
 - (b) If the other Party shall go into liquidation, whether compulsory or

voluntary (except for the purposes of a bona fide reconstruction or amalgamation with the consent of the first Party and such consent not to be unreasonably withheld) or if the other Party shall have an administrator appointed or if an administrative receiver or manager shall be appointed over any part of the assets or undertaking of the other Party.

- 7.2 Notwithstanding the above, at any time, either Party has the right to early termination, without cause, this Agreement by giving the other Party at least thirty (30) days written notice of that intention.

8. CONSEQUENCES OF TERMINATION OR EXPIRY OF AGREEMENT

- 8.1 Where this Agreement is terminated in accordance with the provisions of Clause 7, the Parties shall use their best endeavors to cease down/stop the work carried out in relation to the Project systematically and where applicable to complete such outstanding work during the relevant action periods. Top Global Food and Beverages Sdn. Bhd shall deliver the relevant documentations of the Project developed as at the date of termination to Faculty Of Sharia UNIDA Gontor within thirty (30) days from such termination date.

9. AMENDMENT, VARIATION AND MODIFICATION

- 9.1 No amendment, variation or modification to this Agreement shall be effective unless made in writing and duly signed by the Parties or its duly authorized representatives. It shall form part of this Agreement.
- 9.2 Such amendment, variation or modification shall come into force on such date as may be determined by the Parties by mutual agreement.

10. ASSIGNMENT

- 10.1 This Agreement shall not be assignable by either Party without the prior written consent of the other Party. Any and all assignments not made in accordance with this Agreement shall be void.

11. NO AGENCY

- 11.1 Nothing contained herein is to be constituted as a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

12. SUSPENSION

- 12.1 Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

13. FORCE MAJEURE

- 13.1 Neither Party shall be liable for any failure to perform its obligations under this Agreement if the failure results from events beyond the reasonable control of either Party. For the purpose of this Agreement, such events shall include, but not necessarily be limited to, strikes, lock-outs, civil disturbances, wars, embargoes, acts of God, or other catastrophes.
- 13.2 The respective obligations of either Party hereunder shall be suspended during the time and to the extent that such Party is prevented from complying therewith by a Force Majeure event provided that such Party shall have given immediate written notice thereof, specifying the nature and details of such event and the probable extent of the delay to the other Party.
- 13.3 In case of a Force Majeure event the time for performance required by either Party under this Agreement shall be extended for any period during which the performance is prevented by the event but shall not exceed sixty (60) days. In the event the delay exceeds sixty (60) days, the other Party may terminate this Agreement by notice in writing.

14. NOTICES

- 14.1 Any notice, approval or request required or permitted to be given or made under this Agreement shall be in writing and in English Language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, email, prepaid registered post or facsimile to the Party to which is required to be given or made at such Party's address specified below, or at such other address as either Party may specify in writing.

To TOP GLOBAL FOOD AND BEVERANGES SDN. BHD:

Address : Unit 43A-1, KLTS, 99, Jln Gombak, Kampung
Kuantan, 53000 Kuala Lumpur, Federal Territory
of Kuala Lumpur
Tel. No. : +603 – 4032 1481
Fax No. :
Email : <https://ayamgepuktopglobal.my/contact-us/>
Attention :

To FACULTY OF SHARIA, UNIVERSITY OF DARUSSALAM GONTOR:

Address : University of Darussalam Gontor, Jl. Raya
SimanKM.6, Siman, Ponorogo, Jawa Timur 63471

Tel. No. : +62 823-3860-9517

Fax No. : +62 352 488182

Email : syariah@unida.gontor.ac.id

Attention :

- 14.2 Any notice sent by facsimile shall be deemed served when dispatched and any notice served by prepaid registered post shall be deemed served forty-eight (48) hours after dispatch thereof. In proving the service of any notice it shall be sufficient to prove in the case of a letter that such letter was properly stamped addressed and place in the post or delivered or left at the current address if delivered personally and in the case of a facsimile transmission was duly dispatched to the facsimile number of the addressee given above or subsequently notified for the purposes of this Agreement.

15. GOVERNING LAWS AND DISPUTE RESOLUTION

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 15.2 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the parties through diplomatic channels, without reference to any third party or international tribunal.

16. ENTIRE AGREEMENT

- 16.1 Unless otherwise expressly specified, this Agreement embodies the entire understanding between Faculty Of Sharia UNIDA Gontor and Top Global Food and Beveranges Sdn. Bhd in respect of the Project and any prior or contemporaneous representations, either oral or written, are hereby superseded.

17. GENERAL

- 17.1 Any delay or failure on the part of either Party herein to exercise any of its rights under this Agreement for a breach thereof shall not be deemed or construed to be a waiver of such rights, nor shall the same be deemed or construed to be a

waiver of any subsequent breach, either of the same provision or otherwise.

- 17.2 The Parties shall co-operate with each other and execute and deliver to the other such instruments and documents and take such other action as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Agreement.
- 17.3 In the event that any term condition or provision of this Agreement is held to be a violation of any applicable law statute or regulation the same shall be deemed to be severed from the remaining terms, conditions and provisions and shall be of no force and effect and this Agreement shall continue in full force and effect as if such term condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion the Parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
- 17.4 Each Party will bear its own cost and expenses in relation to this Agreement including the cost of stamping.
- 17.5 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute but one and the same agreement.

TO TOP GLOBAL FOOD AND
BEVERANGES SDN. BHD



Baban Muhammad Robbanie

Director of
Top Global Food and Beveranges Sdn. Bhd

In the presence of:

Fachru Nurul Umam

TO Faculty Of Sharia, UNIDA
Gontor



Assoc. Prof. Dr. Imam Kamaluddin, Lc.,
M.Hum.

Dean
Faculty of Sharia
University of Darussalam Gontor

In the presence of:

Eko Her Cahyo

Date: 23rd of November 2024

Date: 23rd of November 2024