



DATED THE 2nd DAY OF AUGUST 2014

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THINK CITY SDN BHD, CREATIVE CHIANG MAI, BANDUNG CREATIVE
CITY FORUM, CREATIVE CEBU COUNCIL and GEORGE TOWN
FESTIVAL**

On

SOUTHEAST ASIAN CREATIVE CITIES NETWORK



THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “**MoU**”) is made this 2nd day of August, 2014

BETWEEN THE FOLLOWING PARTIES:

THINK CITY SDN BHD (Company No. 869941-P) (hereinafter referred to as “**THINK CITY**”), a 100% owned subsidiary of Khazanah Nasional Berhad and a company incorporated in Malaysia with its registered office at Level 33 Tower 2, Petronas Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia and which shall include its successors and assigns;

And

CREATIVE CHAIING MAI is a vision, network and initiative to develop Chiang Mai by focusing on creativity and innovation. The Creative Chiang Mai Development Committee coordinates, plans and organizes activities, events and projects. The Committee also interfaces with government agencies providing suggestions on public sector support for the sustainable urban, social and particularly economic development of Chiang Mai. Creative Chiang Mai is based on the triple-helix concept of cooperation between the government, private and education sectors. The Chiang Mai University Science & Technology Park (CMU SteP) is the secretariat for the Committee and network with over forty representatives from the three sectors.

And

BANDUNG CREATIVE CITY FORUM (BCCF) is a voluntary-based, non-profit organization, which was established in 2008 by various creative communities in Bandung, whose programmes concern the development of creative communities and entrepreneurs, endorsing creative education and workshops, local expressions supporting urban festivals, and discovering innovative solutions for urban issues,



using design thinking methods and urban acupuncture concepts involving the quadr-helix of creative city actors: government, academics, business sector and communities.

And

CREATIVE CEBU COUNCIL, a non-profit organization, is an alliance of artists and creative entrepreneurs who have bonded together to promote, develop and champion the creative industries sector in Cebu. The Council aims to serve as an umbrella organization for the various creative industries in Cebu, with Council members representing Literature, Visual Arts, Theatre, Music, Fashion Design, Architecture, Advertising and Design, Multimedia, Photography and Film. The primary orientation of the Council is toward promoting creative entrepreneurship and enabling the full potential of each of the creative sectors. The ultimate goal of Creative Cebu is to establish Cebu as the creative capital of the Philippines.

And

GEORGE TOWN FESTIVAL (GTF) is a month-long festival based in Penang, Malaysia. GTF hosts world-class performances, cross-cultural collaborations, and local community initiatives that highlight George Town's Outstanding Universal Values as a UNESCO World Heritage Site. GTF champions truly distinctive programmes as well as unique spaces – our venues range from auditoriums to five-foot ways, colonial shop-houses to sidewalk galleries. During the festival month, George Town acts as a blank canvas – it's the performers, audiences, and George Town locals that bring the city to life.



(THINK CITY, CREATIVE CHIANG MAI, BANDUNG CREATIVE CITY FORUM, CREATIVE CEBU COUNCIL and GEORGE TOWN FESTIVAL, hereinafter referred to collectively as the “Parties” and each of them as a “Party”) located at the following addresses:

THINK CITY: Level 14, Bangunan KWSP, Jalan Sultan Ahmad Shah, 10050 George Town, Penang, Malaysia.

CREATIVE CHIANG MAI: Secretariat of Creative Chiang Mai, Chiang Mai University Science and Technology Park, 239 HuayKaew Rd., Muang District, Chiang Mai, 50200 Thailand.

BANDUNG CREATIVE CITY FORUM: Secretariat of BCCF, Jalan Taman Cibeunying Selatan nr.5, Bandung 40114, Indonesia

CREATIVE CEBU COUNCIL: Department of Trade & Industry, Provincial Headquarters, Osmena Blvd. Cor., LapuLapu Street, Cebu City, Cebu Philippines, 6000.

GEORGE TOWN FESTIVAL: Joe Sidek Productions Sdn. Bhd., 1st Floor, 86 Lebu Armenian, 10200 George Town, Penang



WHEREAS:-

A. THINK CITY is a 100%-owned subsidiary of Khazanah Nasional Berhad (KNB) which is the investment holding arms of the Government of Malaysia (“Government”). Think City in carrying out its role as trustee to the Government, promotes urban regeneration through a public grants programme, thought-leadership and outreach programmes.

B. CREATIVE CHIANG MAI is a vision, network and initiative to develop Chiang Mai by focusing on creativity and innovation. The Creative Chiang Mai Development Committee coordinates, plans and organizes activities, events and projects. The Committee also interfaces with government agencies providing suggestions on public sector supports for the sustainable urban, social and particularly economic development of Chiang Mai. Creative Chiang Mai is based on the triple-helix concept of the cooperation between the government, private and education sectors. The Chiang Mai University Science & Technology Park (CMU SteP) is the secretariat for the Committee and network with over forty representatives from the three sectors.

C. BANDUNG CREATIVE CITY FORUM (BCCF) is a voluntary-based, non-profit organization, which was established in 2008 by various creative communities in Bandung, whose programmes concern the development of creative communities and entrepreneurs, endorsing creative education and workshops, local expressions supporting urban festivals, and discovering innovative solutions for urban issues, using design thinking methods and urban acupuncture concepts involving the quadro-helix of creative city actors: government, academics, business sector and communities.

D. CREATIVE CEBU COUNCIL, a non-profit organization, is an alliance of artists and creative entrepreneurs who have bonded together to promote, develop and champion the creative industries sector in Cebu. The Council aims to serve as an umbrella organization for the various creative industries in Cebu, with Council



members representing Literature, Visual Arts, Theatre, Music, Fashion Design, Architecture, Advertising and Design, Multimedia, Photography and Film. The primary orientation of the Council is toward promoting creative entrepreneurship and enabling the full potential of each of the creative sectors. The ultimate goal of Creative Cebu is to establish Cebu as the creative capital of the Philippines.

E. GEORGE TOWN FESTIVAL (GTF) is a month-long festival based in Penang, Malaysia. GTF hosts world-class performances, cross-cultural collaborations, and local community initiatives that highlight George Town's Outstanding Universal Values as a UNESCO World Heritage Site. GTF champions truly distinctive programmes as well as unique spaces – venues range from auditoriums to five-foot ways, colonial shop-houses to sidewalk galleries. During the festival month, George Town acts as a blank canvas – it's the performers, audiences, and George Town locals that bring the city to life.

F. Following discussions, the Parties desire to strengthen the existing relationship between each other RECOGNISING the need for further cooperation in the field of the Creative industries in their respective cities. The Parties have come together to establish the Southeast Asian Creative Cities Network.

G. The Parties recognize that working together on exploring opportunities and establishing a cooperative relationship would benefit all Parties.

H. This MoU sets out below the general framework and intentions of all Parties for collaboration for facilitation of further Definitive Agreements.



NOW IT IS HEREBY UNDERSTOOD as follows:

1. The Parties in the Southeast Asian Creative Cities Network agree to work together to further the following objectives:

- 1.1. Establish a network of cooperation to advocate and develop the creative city in the Southeast Asian region.
- 1.2. Exchange ideas, expertise and resources to encourage the development of talent to support the future development of the creative economy in Southeast Asian cities.
- 1.3. Organize, host and develop advocacy programmes to promote Southeast Asia as a destination for investments to develop sustainable creative cities.
- 1.4. Develop a common promotion, branding and marketing digital platform for creative economy players in Southeast Asia.
- 1.5. Jointly explore opportunities for funding, partnerships, and cooperation with other organization in Southeast Asia and beyond.
- 1.6. Embark on mutually agreed upon projects to catalyze greater cooperation amongst network members with special reference to the creative economy in second cities (a non capital-city).

2. Membership

- 2.1. Preferably but not exclusively an entity related to the creative economy in a Southeast Asian city.
- 2.2. Preferably but not exclusively an entity headquartered in a major second city in a Southeast Asian country and/or its region.
- 2.3. Preferably an entity that is ideally but not necessarily legally registered or formed in the respective legal jurisdiction in Southeast Asia and/or its region.
- 2.4. Individuals whom the Network agrees are subject experts in creative cities and who can contribute meaningfully to its development in the Southeast Asian region.



3. Expansion of the Network

- 3.1. Additional organizations may join by signing a form that shall become part of this document (APPENDIX A) as Normal Members if they are based in Southeast Asia and Partner Members if they are based outside the region or are multilateral organizations.
- 3.2. In addition, organizations, companies and in some cases individuals may join as Supporting or Associate Members by notifying one of the four founding organizations in writing (emails accepted). These Members will be listed in Appendix B, which will be regularly updated.

4. The Role of Member Organizations

- 4.1. Identify a niche function within the network and utilize resources to develop the creative economy.
- 4.2. The Network will have a roving headquarters where each city will lead in the coordination of programmes, initiatives and projects beginning with Chiang Mai represented by Creative Chiang Mai 2014-15.
- 4.3. Members and partners in the network will contribute towards the creation, development and maintenance of a digital platform to advocate, promote and develop network objectives.
- 4.4. Develop a cost-sharing mechanism to sustainably host network projects four times each year.
- 4.5. An outline and one-year Implementation Plan is covered in Appendix C, which will be regularly updated on a rolling forward basis.

5. Confidential Information

5.1. Non-Disclosure to Third Parties

- 5.1.1. The Parties shall not at any time disclose to any non-members any confidential information of the Parties, acquired pursuant to this MoU without the written consent of all parties. For purpose of this MoU, “Confidential Information” means any information whether prior to or

hereinafter disclosed by a Party (the Disclosing Party) to the other Party (Receiving Party) in the course of this MoU involving but not limited to technical, business, marketing, policy, know how, planning, project management and other information which is designated to be confidential or by its nature intended to be for the knowledge of the Receiving Party, is given in the circumstances of confidence.

5.2. Publication without Consent

5.2.1. No Party shall publish or otherwise make public the contents of this MoU or any confidential information made available to each other without the prior written consent of the affected Party.

6. Manner of Publication

The Parties agree and confirm that any public release of confidential information with consent shall only be made in the form and manner as approved in writing by the Parties.

7. Non-Binding Nature of the MoU

Save for Paragraphs 1, 2, 4, 7, 8, 9 and 10 of this MoU the Parties will not be legally bound unless and until a separate and Definitive Agreement has been negotiated and duly executed by the authorized representatives of each THINK CITY, CREATIVE CHIANG MAI, BANDUNG CREATIVE CITY FORUM AND CREATIVE CEBU COUNCIL, GEORGE TOWN FESTIVAL and ANY OTHER FUTURE MEMBER.

8. Validity of the MoU

This MoU is valid from the date of execution by the Parties and shall remain in effect for three (3) years from said date. Any Party may terminate this MoU by giving one (1) month's written notice to the other Parties. Notwithstanding the termination of this MoU, the obligations of the Parties in Paragraph 2 shall remain. For the avoidance of doubt, no Party shall have any claims whatsoever



against the others in the event that this Heads of Agreement is terminated on the grounds that the Parties are not able to agree on the terms of Definitive Agreements. Each Party shall bear its own costs and expenses incurred (if any) during and incidental to the negotiations.



9. Notices

Any formal notice or communication between the parties must be delivered to the address, sent to the facsimile number or emailed to the following:

THINK CITY:

Address: THINK CITY SDN BHD
Level 14, Bangunan KWSP
38, Jalan Sultan Ahmad Shah
10050 George Town, Penang, Malaysia

Telephone no: +604-2226800

Facsimile no: +604-2226801

Contact person: Hamdan Abdul Majeed

Email address: hamdan.majeed@khazanah.com.my

CREATIVE CHIANG MAI:

Address: Secretariat of Creative Chiang Mai
Chiang Mai University Science and Technology Park
239 HuayKaew Rd., Muang District, Chiang Mai,
50200 Thailand.

Telephone no: +66 53 942 088-91 ext.208

Facsimile no: +66 53 942 088-91 ext. 413

Contact person: Ms.JirawanWongdokmai

Email address: jirawan@step.cmu.ac.th



BANDUNG CREATIVE CITY FORUM:

Address: Secretariat, Bandung Creative City Forum, Jalan Taman
Cibeunying Selatan nr.5, Bandung 40114, Indonesia

Contact person: Dwinita Larasati

Email address: titalarasati@gmail.com

CREATIVE CEBU COUNCIL:

Address: Department of Trade & Industry, Provincial
Headquarters, Osmena Blvd. Cor., LapuLapu Street,
Cebu City, Cebu Philippines, 6000.

Telephone no: +6332 253-2631, 255-7082, 255-6971.

Facsimile no: +6332 412-1944, 412 1945.

Contact person: Buck Richnold I. Sia

Email address: creativecebuCouncil@gmail.com

GEORGE TOWN FESTIVAL:

Address: Joe Sidek Productions Sdn. Bhd.,
1st Floor, 86 Lebu Armenian,
10200 George Town, Penang

Telephone no: +6042616308

Facsimile no: +6042616305

Contact person: Isabel Asquith

Email address: info@georgetownfestival.com

10. Amendment and Variation

The terms stipulated in this MoU cannot be amended, altered, changed or otherwise modified unless mutually agreed to by all the Parties in writing. Such revision, amendment or modification, if mutually agreed upon, shall come into force on such date as determined by the Parties. Any revision, amendment or modification shall be done without prejudice to the rights and obligations arising from or based on this MoU prior or up to the date of such revision, amendments or modification.

11. Governing law

This MoU will be interpreted pursuant to and in accordance with the laws of Malaysia and all the Parties hereby submit to the non-exclusive jurisdiction of The Courts of Malaysia.

12. Problem Resolution

The Parties agree to resolve all problems arising by negotiations and discussions and with a view to mutual benefit.

13. Execution of the MoU

The signature of the signatory transmitted by facsimile or other electronic means shall be deemed to be its original signature for the purposes of this MoU. The exchange of copies for this MoU and of the signature page there to by facsimile or other electronic means of transmission shall constitute effective execution and delivery of this MoU and may be used in lieu of the original MoU for all purposes.

14. Assignment

Unless otherwise agreed in writing, all Parties shall not transfer or assign all or any of their rights, obligations or benefits hereunder to any third party.

15. Entire Agreement

This MoU supersedes all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject matter hereof and contains the entire understanding of the Parties as to the terms and conditions.

16. Waiver

No rights under this MoU shall be deemed or construed to have been waived by any of the Parties unless such waiver is set forth in a written instrument properly signed by such Party.

17. Rights

The rights of each Party hereto under this MoU shall not be prejudiced or restricted by any indulgence or forbearance extended to the other Party. No waiver by any party in respect of a breach shall operate as a waiver in respect of any subsequent breach.



IN WITNESS WHEREOF THINK CITY, CREATIVE CHIANG MAI, BANDUNG CREATIVE CITY FORUM, CREATIVE CEBU COUNCIL AND GEORGE TOWN FESTIVAL hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY

SIGNED BY

For and on behalf of

For and on behalf of

THINK CITY SDN BHD

CREATIVE CHIANG MAI

HAMDAN ABDUL MAJEED

Dr. SERMKIAT JOMJANYONG

Executive Director,

Chairman,

Think City Sdn Bhd

Creative Chiang Mai

Date: 2nd August 2014

Date: 2nd August 2014



In the presence of:

In the presence of:

Dr. NEIL KHOR

Senior Fellow,

Think City Sdn Bhd

Date: 2nd August 2014

Dr. KASEMSAK UTHAICHANA

Secretary

Creative Chiang Mai

Date: 2nd August 2014



IN WITNESS WHEREOF THINK CITY, CREATIVE CHIANG MAI, BANDUNG CREATIVE CITY FORUM, CREATIVE CEBU COUNCIL AND GEORGE TOWN FESTIVAL hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY

SIGNED BY

For and on behalf of

For and on behalf of

BANDUNG CREATIVE CITY FORUM

CREATIVE CEBU COUNCIL

Tb. FIKI CH. SATARI

BUCK RICHNOLD I. SIA

Chairman,

President,

Bandung Creative City Forum

Creative Cebu Council

Date: 2nd August 2014

Date: 2nd August 2014



In the presence of:

In the presence of:

DWINITA LARASATI

General Secretary

Bandung Creative City Forum

Date: 2nd August 2014

DENNIS E. MONTERA

Trustee & Founding Member

Creative Cebu Council

Date: 2nd August 2014



IN WITNESS WHEREOF THINK CITY, CREATIVE CHIANG MAI, BANDUNG CREATIVE CITY FORUM, CREATIVE CEBU COUNCIL AND GEORGE TOWN FESTIVAL hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY

In the presence of:

For and on behalf of

GEORGE TOWN FESTIVAL

ROSLI SIDEK

OOI YING-CHIEH

Executive Director,

Administrative Manager

George Town Festival

George Town Festival

Date: 2nd August 2014

Date: 2nd August 2014

