



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made effective as of (01/09/2023)

### BETWEEN

Metharath University is a private university registered under the Private Higher Educational, Established in 1999, address:99 Moo 10, Bangtoey, Samkhok, Pathumthani 12160 Thailand, hereinafter referred to as "MRU";

### AND

B S ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND TECHNOLOGY, GST Road, Vandalur, Chennai - 600 048. Tamilnadu. India, (hereinafter referred to as "BSA CRESCENT")

MRU and the BSA CRESCENT are collectively referred to as the "Parties", and each is a "Party."

Both parties have reached a consensus on the following education objectives below:

#### 1. Proposed Partnership

Subject to the entry of the Definitive Agreements, the Parties intend to strengthen the mutually friendly partnership by promoting academic exchanges, and exchange of visits by students and faculties of both Parties.

- a. Academic collaboration: Exchange of faculty members for short-term teaching assignments, joint supervision of research projects, and establishment of a platform for sharing educational resources.
- b. Student exchange programs: Creation of a framework for student exchange, allowing undergraduate and graduate students from both institutions to spend a semester or academic year studying abroad.
- c. Professional development: Organization of joint professional development programs, such as seminars, conferences, or workshops, focusing on specific areas of expertise or emerging trends in education.
- d. Research collaboration: Establishment of a mechanism for joint research projects, including sharing of research findings, collaborative studies, and joint applications for research grants.
- e. Exchange of knowledge and resources: Establishment of an online platform or resource center for sharing academic journals, publications, teaching materials, and other relevant resources.

## **2. Term of Partnership**

The term for partnership between the Parties shall be five (5) years from the date of this MOU, during which time the Parties may, through friendly discussion, choose the appropriate partnership model and enter into the Definitive Agreements.

If any Party intends to extend the term, such Party shall send a written notice to the other Party expressing its intent for extension at the end of the fourth (4th) anniversary of the date of this and such renewal shall be prepared in writing and signed by both parties hereto.

## **3. Exclusiveness**

Both institutions understand that this MOU is not exclusive and each institution is permitted to enter into such agreements as it deems fit with other universities and institutions.

## **4. Intellectual Property Rights**

- (a) In connection with this MOU, either Party may prepare, compile and distribute materials ("Materials") for use during the discussions. Each Party or its independent contractor(s) authoring such Materials shall retain all ownership right, title and interest (including copyright) in the Materials. Neither Party shall have the right to reproduce, modify or use the Materials of the other Party without the prior written consent in each instance of the other Party or the independent contractor(s) authoring such work.
- (b) Subject to mandatory provisions of applicable laws, any intellectual property rights derived from performing this MOU shall be owned by MRU and the use, ownership and licensing of such intellectual property rights shall be governed by MRU's intellectual property policies.
- (c) The University will remain the owner of the knowledge, methodologies, software and tools that are its own and that it makes available for the execution of this MOU, which are not understood in any case to be transferred by virtue of it. Therefore, MRU will refrain from carrying out any conduct that directly implies a violation of intellectual property rights on any material used in the execution of this MOU, whose ownership falls on the University, responding to it for any direct damage, immediate and proven that it may cause by the breach of this obligation.

## **5. Use of Logo and Names of the Other Party**

Neither Party shall use the registered logos, name or associated marks of the other Party without the prior written consent of the other Party in each instance. The University shall not make any public announcements regarding this MOU or its contents without prior written consent from MRU. Use the name and image of the University under the terms and conditions previously informed in writing and with the sole purpose of promoting the object of this MOU.

## **6. Non-Binding**

Whilst both Parties hope to benefit from working together in the manner envisaged in this MOU, this MOU should not in any way be legally or contractually binding or enforceable or of any other contractual effect or legal consequence. Except for the provisions specifically noted as binding, either Party shall have any liability to the other Party for any failure to perform or breach of this MOU.

## 7. Binding Obligations

Notwithstanding the non-binding nature of this MOU, the Parties hereby agree that the following provisions shall be binding on the Parties:

### (a) Confidentiality

The existence, the terms and conditions of this MOU, all drafts of Agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either Party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations, unless the disclosure is required by law or regulatory authority or any stock exchange on which the shares of any party are listed. If any Party determines that it is required by law or regulatory authority or stock exchange to disclose information regarding this MOU or to file this MOU with any regulatory body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

### (b) Notices

Any communication under this MOU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of the Parties as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

**University** : Metharath University  
**Attention** : Assoc. Prof. Zhou Fei  
**Address** : Metharath University, 99 Moo 10, Bangtoey, Samkhok, Pathumthani 12160 Thailand  
**E-mail** : [Int.off@mru.ac.th](mailto:Int.off@mru.ac.th), [pricechow@mru.ac.th](mailto:pricechow@mru.ac.th)

**University** : BSA CRESCENT  
**Attention** : Prof. Dr. T. Murugesan  
**Address** : B S Abdur Rahman Crescent Institute of Science and Technology, GST Road, Vandalur, Chennai 600 048  
**E-mail** : [vc@crescent.education](mailto:vc@crescent.education)

a. Negotiation Costs

Each Party will respectively bear its own costs and expenses arising from its consideration of, and any negotiations relating to, this Agreement and the cooperation programs contemplated by this Agreement.

Each of the parties shall be responsible for the payment of the taxes, duties and/or any other contribution that, according to the applicable legislation, that may correspond to it.

b. Governing Law

This Agreement shall be construed in accordance to the laws of the home country of the party in breach of the terms and conditions of this Agreement

c. Dispute Resolution

In the event of any differences or disputes arising out of the interpretation or application of the provisions of this MOU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.

d. Arbitration Clause

In case of any disputes, the parties may settle it mutually by referring it to an Arbitrator.

e. Indemnity

Both parties undertake to hold each other harmless for any judicial, administrative and / or extrajudicial claim that third parties may make due to the ownership of the knowledge, methodologies, software, tools and all other material that are delivered by both parties for the execution of this MOU.

f. Variations

The terms stipulated in this Agreement 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.

g. Anti-Corruption

The Parties hereby agree to engage only in legitimate business and ethical practices in commercial operations and will not directly or indirectly, commit any act which is deemed to be an act/offence of corruption practice by any applicable law worldwide, including the Thailand Anti - Corruption Commission Act, 2009 as amended from time to time.

h. Personal Data Protection

Each Party must comply with all laws and legal requirements applicable to the performance of its respective obligations under this Agreement, including, without limitation, laws or regulations applicable in ensuring notice is given and consent obtained in the sharing or disclosing of an individual's personal information/data.

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The parties hereto, through the duly authorized representatives, hereby agree to the provisions and terms of this MOU.

**Metharath University**



Name : Zhou Fei

Designation : President

**B S Abdur Rahman Crescent Institute of Science and Technology**

A blue ink signature of Prof. Dr. T. Murugesan, with the date '10/04/23' written below it.

Name : Prof. Dr. T. Murugesan

Designation: Vice Chancellor

A black ink signature of Mr. Lester Naces Udang.

Name : Mr. Lester Naces Udang

Designation : Manager of International Affairs Office

A green ink signature of Dr. N. Raja Hussain.

Signature of Witness

Name : Dr. N. Raja Hussain

Designation: Registrar