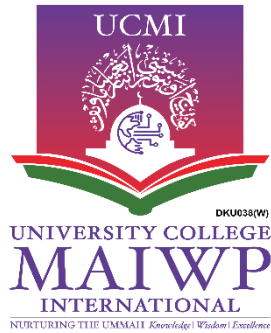


24th July 2024

DATED



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY COLLEGE OF MAIWP INTERNATIONAL

AND

B. S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND
TECHNOLOGY

This **Memorandum of Understanding** (MoU) is made on

this day **24th of July 2024**

BETWEEN

UNIVERSITY COLLEGE OF MAIWP INTERNATIONAL (Registration No: DKU038(W)), a private higher education institution established under the Malaysian law known as Private Higher Educational Institution Act 1996 (Act 555) which has its main campus at No.3, Jalan 31/10A, Kawasan Perindustrian IKS, Taman Batu Muda, 68100 Batu Caves, Kuala Lumpur, Malaysia (hereinafter referred to as "**UCMI**") and shall include its lawful representatives and permitted assigns of the first part;

AND

B. S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND TECHNOLOGY, a private higher education institution having its address at GST Road, Vandalur, Tamil Nadu 600048, India (hereinafter referred to as "**CRESCENT**") and shall include its lawful representatives and permitted assigns of the other part;

(**UCMI** and **CRESCENT** here in after referred to singularly as "the Party" and collectively as "the Parties")

WHEREAS

A. **UCMI** is inspired to become a world-class institution in promoting holistic education. **UCMI** recently became one of the established names in the education world especially in the associate medical and health by getting its full status as University College in 2018.

B. **CRESCENT** is a private deemed university located in Tamil Nadu, India. Previously, functioning under University of Madras and Anna University as Crescent Engineering College, the institute gained deemed status in 2009.

C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in Malaysia and India, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in Malaysia and India, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

- a) Exchanges of academic and administrative staff and mutual visits to pursue research and to lecture;
- b) Exchanges of students and/or study abroad programmes and other enhancements to the student experience;
- c) Identifying opportunities for conducting collaborative research and development;
- d) Identifying opportunities for conducting lectures and seminars and organising symposia and conferences;

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- e) Exchanges of academic information and materials;
 - f) Promoting collaboration in fields of mutual interest;
 - g) Promoting other academic co-operation and collaboration as mutually agreed;
and
 - h) Organising a study tour program in order to establish and maintain the relationship between both parties.

2. The terms of co-operation for each specific activity implemented under this MoU shall be mutually discussed and agreed upon by both Parties in written or in a legally binding agreement prior to the initiation of that activity. The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.

3. It is understood that the implementation of the types of co-operation stated in above shall depend upon the availability of resources and financial support of the Parties concerned.

4. The Parties hereby acknowledge the need to promote the program and activities pursuant to this MoU and hereby agree to use promotional materials that have been approved by both Parties.

5. Both Parties agree that the staff and students of either institution engaged in activities under this MoU shall carry out these activities in accordance with the laws and regulations of the country where the activities will be conducted.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This MoU will not give rise to any financial obligation by one Party to another. Be that as it may, in the event the issue of financial arise in relation to this MoU, all

financial arrangements shall be negotiated and agreed upon by both Parties in good faith before the initiation of any particular co-operative project or program.

2. Each Party will bear its own cost and expenses in relation to this MoU.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V
NO AGENCY

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

ARTICLE VI
ENTRY INTO EFFECT AND DURATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of five (5) years. Notwithstanding the aforesaid, either Party may terminate this MoU by giving six (6) months' written notice to the other Party.
2. This MoU may be extended for a further period as may be agreed in writing by the Parties subject to the terms and conditions to be agreed upon by the Parties.

ARTICLE VII
CONFIDENTIALITY

1. Each of the Party of this MoU shall at all material times use its best endeavours to keep the contents of this MoU confidential.

2. None of the Parties shall issue or make, directly or through its officers, employees, agents, affiliates, partners, advisers, consultants and controlling persons any announcements or statements in relation to any matters arising from or contemplated by this MoU without prior consent of the other Party.

3. Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS

1. The Parties agree that any intellectual property rights arising from or in connection with any of the areas of co-operation under this MoU, through and by the joint and collaborative efforts of both Parties shall be subjected to terms and conditions as may be mutually discussed and agreed upon by the Parties in good faith.

2. The Parties acknowledge and agree that any and all patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, confidential information and other intellectual property or proprietary rights subsisting in all material and documentation provided by either Party to the other Party under this MoU or which either Party has access to by virtue of this MoU, are the exclusive property of each respective Party.

ARTICLE IX

NOTICES

1. Any communication under this Memorandum of Understanding will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UCMI or CRESCENT, as the case may be, shown below or to such other address or electronic mail address or facsimile 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:

To: UNIVERSITY COLLEGE OF MAIWP INTERNATIONAL

No. 3, Jalan 31/10A, Kawasan Perindustrian IKS,
Taman Batu Muda,
68100 Batu Caves, Kuala Lumpur, Malaysia
(Attn: Vice-Chancellor)
Tel: +603 6192 0600 / 700
Fax : +603 6187 9510
Email: info@ucmi.edu.my

To: B. S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND TECHNOLOGY

GST Rd, Vandalur, Tamil Nadu 600048, India
Attn: Director (Centre for International Relations)
Tel: +91 (44) 22759200, 1347, Ext. 490
Email: directorcir@crecident.education

ARTICLE X
DISPUTE RESOLUTION

The Parties agree to exercise its utmost good faith and maintain the highest integrity in dealing with one another in any matters affecting their interests under this MoU. The Parties further agree to use all reasonable efforts to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith. Otherwise, the parties agree to refer the unresolved issues if any to arbitration at Chennai.

ARTICLE XI
E-COMMUNICATION AND SIGNATURE

The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other party without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between Parties will hold the same force and effect as a document signed and inked on paper.

ARTICLE XII
REVISION, VARIATION AND AMENDMENT

1. Any Party may request in writing a revision, variation or amendment of this MoU.
- 2 Any such revision, variation or amendment shall be mutually agreed to by the Parties in writing and shall form part of this MoU.
- 3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

ARTICLE XIII
MISCELLANEOUS

1 The parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party during the terms of this MoU.

2 This MoU shall be governed by and interpreted in accordance with the laws of Malaysia and India.

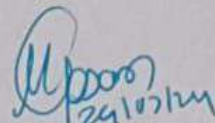
The foregoing record represents the understandings reached between UCMI or CRESCENT upon the matters referred to therein.

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IN WITNESS whereof, the Parties hereto have caused this Memorandum of Understanding to be executed on the day and year first above written.

SIGNED by: PROF. DR. T. MURUGESAN)

Position: VICE-CHANCELLOR)
duly authorised to sign on behalf of)
B. S. ABDUR RAHMAN CRESCENT)
INSTITUTE OF SCIENCE AND)
TECHNOLOGY)



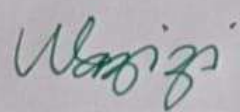
)
) PROF. DR. T. MURUGESAN
Vice-Chancellor

In the presence of:



.....
DR. N. RAJA HUSSAIN
REGISTRAR

SIGNED by)
PROF. DR. WAN MOHD AZIZI BIN)
WAN SULAIMAN)
Position: VICE-CHANCELLOR)
duly authorised to sign on behalf of)
UNIVERSITY COLLEGE OF MAIWP)
INTERNATIONAL)



)
) PROF. DR. WAN MOHD AZIZI BIN WAN
) SULAIMAN
Vice-Chancellor

In the presence of:

.....
HAJAH NORITA BINTI HAJI ARSHAD
REGISTRAR