

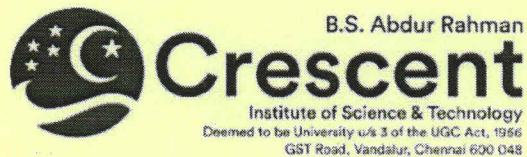
8th DAY OF OCTOBER 2024

Between



**UOC SDN. BHD.
(Company No.: 2019 0103 0593) (1339923-X)**

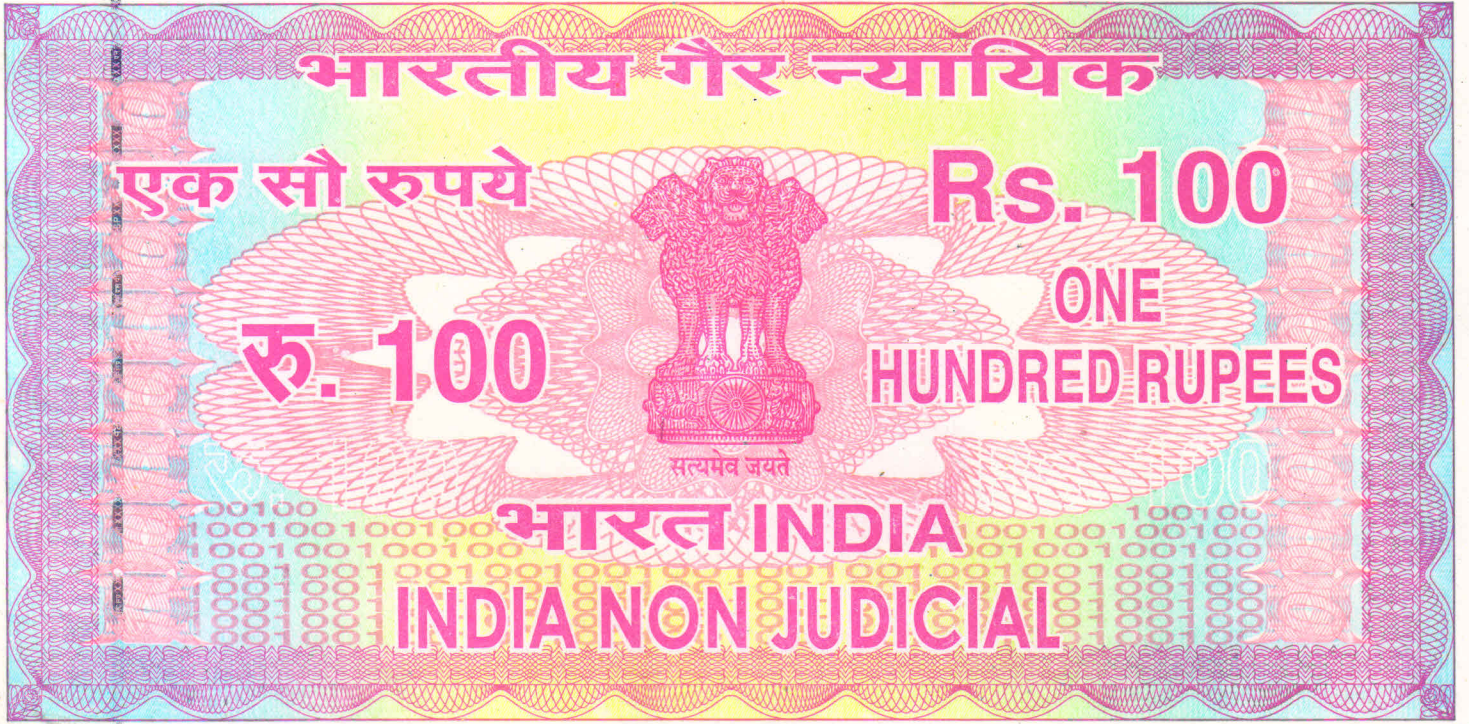
AND



**CRESCENT SCHOOL OF PHARMACY
B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE & TECHNOLOGY
VANDALUR, CHENNAI, TAMIL NADU, INDIA-600048
(No.F.9-38/2006-U.3(A))**



MEMORANDUM OF UNDERSTANDING



தமிழ்நாடு தமில்நாடு TAMILNADU

CRESCENT SCHOOL OF PHARMACY
BSACIST

- 3 OCT 2024

DB 307333

V.BEDHARAJAN
Stamp Vendor
L.No: 12144/B1/96
Ekkattuthangal, Ch-32
Mobile No: 9710019476

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is made on 8th October 2024

BETWEEN

UOC Sdn. Bhd. (Company No: 2019 0103 0593) (1339923-X), [as the registered owner of the University of Cyberjaya (Registration No. DU053(B), a private university registered under the Malaysian Private Higher Educational Institutions Act, 1996 (Act 555)] and having its business address at Level 8, Tower Block, University of Cyberjaya, Cyber 11 Persiaran Bestari, 63000 Cyberjaya Selangor, Malaysia [hereinafter "UOC"], of first part.

AND

B.S. Abdur Rahman Crescent Institute of Science & Technology [No.F.9-38/2006-U.3(A)] (Deemed to be University) having its Regd. Address at Seethakathi Estate, GST Road, Vandalur, Tamil Nadu, India 60048 (hereinafter referred to as the "BSACIST") of the second part.

(Hereinafter, UOC and BSACIST shall jointly referred to as the "Parties" and singularly as a "Party".)

N. Myra

REGISTRAR
B.S. Abdur Rahman

Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

WHEREAS,

- (a) UOC is private university offering various diploma, degree, masters, and doctorate programmes with specialisation in medicine, pharmacy, business management and allied health sciences, amongst others.
- (b) BSACIST is a Deemed to be University offering various degrees, Masters and Doctorate programmes with specializations in Engineering, Pharmacy, Business management, Social Sciences & Humanities, Law etc.
- (c) The Parties are desirous to promote joint training and development activities of mutual interest areas in accordance with the parties' respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such collaboration, as set out in this Memorandum of Understanding ("MOU").

1. THE OBJECTIVES

The Parties intend to work collaboratively with the other and has agreed to enter into this MOU based on the following:

- 1.1 Both Parties, subject to the terms of this MOU and the laws, rules, regulations, and national policies from time to time in force in Malaysia, will endeavor to strengthen, promote and develop academic and research co-operation between the Parties on the basis of equality and mutual benefit.
- 1.2 To further explore such opportunities in areas of mutual interest for collaboration built on the strength of the Parties.

1.3 Both Parties agree to promote co-operation and collaborate in the following areas:

(i). **Joint Research Initiatives:** Conducting collaborative research projects in areas such as biomedical sciences, pharmaceutical sciences, biomedical engineering, information technology, health sciences, and emerging technologies. Both institutions can leverage their expertise to address global challenges and contribute to innovative research.

(ii). **Exchange Programs for Students and Faculty:** Establishing student and faculty exchange programs to promote cross-cultural learning, knowledge sharing, and capacity building.

(iii). **Collaborative Academic Programs:** Developing joint degree programs, certificate courses, and short-term training programs in fields of mutual expertise, such as pharmacy, health sciences, biotechnology, and other allied disciplines.

(iv). **Workshops and Seminars:** Organizing joint workshops, conferences, and seminars to facilitate knowledge sharing on cutting-edge topics, emerging trends in science and technology, and industry-academia collaboration.

(v). **Grant Applications and Funding Opportunities:** Collaborating on applying for research grants from national and international funding agencies, as well as creating joint proposals for interdisciplinary research in areas of mutual interest.

Memorandum Of Understanding First Party : UOC Sdn. Bhd. Second Party : B.S. Abdur Rahman Crescent Institute of Science & Technology Page 3 of 9

REGISTRAR
B.S. Abdur Rahman

(vi). **Innovation and Commercialization:** Encouraging collaboration in innovation and commercialization, such as technology transfer, start-up incubation, and intellectual property management, to support entrepreneurial activities within both institutions.

(vii). **Joint Publications:** Co-authoring research papers and publications in high-impact journals, contributing to advancing scientific knowledge in priority areas for both universities.

(viii). **Capacity Building and Training Programs:** Creating capacity-building initiatives, such as faculty development programs, technical training workshops, and professional development activities, to enhance the skill sets of faculty, researchers, and students.

The Parties shall observe this MOU based on the spirit of cooperation and respect and do their best effort to achieve the objective of the collaboration between the Parties.

2. MANAGEMENT COMMITTEE

The Parties shall appoint representatives to manage and oversee the collaborative activities contemplated under this MOU. The representatives of the Parties can meet as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.

3. ARRANGEMENTS AND FUNDING

To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Parties without the other Party's consent in writing. Financial commitment from each party for a collaborative activity shall be agreed upon separately by all parties prior to the event.

4. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

4.1 The terms with respect to title to and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 1. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.

4.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

4.3 The use of the name, logo and/or official emblem of UOC or as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party.

5. PUBLICATION

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.

6. REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

6.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.

6.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MOU is in effect.

6.3 It is expressly understood and agreed by the Parties hereto that all information furnished by either party hereto to the other Parties, whether prior to signing of this MOU or during the term hereof, is the proprietary information and constitute the trade secrets if the disclosing Party. Accordingly, such information shall be held in strict confidence by the recipient Party and shall not be disclosed to any third party or reproduced in any form.

6.4 The recipient Party in any way whatsoever at any time during the term of this MOU or thereafter without the prior written consent of the disclosing Party except where if the disclosure of such information (i) is required to be released by law; (ii) where it has come into the public domain; (iii) information is already in the possession of the receiving Party prior to the disclosure of the information; (iv) information which is rightly received by the receiving Party from third parties without any breach of confidentiality obligations and (v) information which has been independently developed by the receiving Party.

6.5 Clauses 6 will survive the expiry or termination of this MOU for five (5) years from the date of expiry or termination of this MOU.

7. AMENDMENTS

This MOU may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.



Memorandum of Understanding

First Party : UOC Sdn. Bhd., Malaysia

Second Party : Crescent School of Pharmacy, BSACIST, Chennai, India.

8. TERMS OF MOU

- 8.1 This MOU shall commence on the Effective Date and shall remain in force for a period of FIVE (5) years.
- 8.2 Either Party may terminate this MOU by written notice to the other Party of its desire to terminate by giving three (3) months' notice in advance.
- 8.3 The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.
- 8.4 This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

9. DISPUTE RESOLUTION

Any disputes arising under or in connection with this MOU that cannot be resolved by amicable discussions between the Parties shall be referred to the signatories of this MOU or his/her successor, or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties without reference to any international tribunal.

10. SUSPENSION

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 MOU which suspension shall take effect immediately after notification has been given to the other Party.

11. NON-BINDING NATURE OF THIS MOU

Despite the statements and obligations expressed herein and save for Clauses 5, 6, 7 and 9, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorised representatives of both Parties. Clauses 5, 6, 7 and 9 shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.

12. NOTICE

Any communication under this MOU will be in writing in the English language and delivered by courier or sent to the electronic mail address of the Parties, where the communication is considered to given or served based on the following condition:

- 12.1 If by courier, three (3) business days [or seven (7) days if from East Malaysia or an international address] from the date of posting/courier pick-up date; or

Memorandum of Understanding

First Party : UOC Sdn. Bhd., Malaysia

Second Party : Crescent School of Pharmacy, BSACIST, Chennai, India.

12.2 If by electronic mail, the next day after the mail is sent to the recipient party's correct electronic mailing address

UOC. Sdn. Bhd.
Level 8, Tower Block
Cyber 11, Persiaran Bestari
63000 Cyberjaya, Selangor, Malaysia
Tel: +603-83137000 ext. 7064
Attn: Dr. Ashok Balaraman
Email: ashok@cyberjaya.edu.my

B.S. Abdur Rahman Crescent Institute of Science & Technology
Seethakahi Estate, GST Road, Vandalur
Chennai 600048, Tamil Nadu, India
Tel: +91 - 44 - 22751347, 48, 50
Attn: Dr. M. Vijaya Vara Prasad
Email: deanpharmacy@crescent.education

13. ASSIGNMENT

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

14. WAIVER

Any right or remedy conferred upon either of the Parties shall be in addition, and without prejudice, to all other rights, powers and remedies available to that Party, and no exercise or failure to exercise or delay in exercising any right, power or remedy shall constitute a waiver by that Party of that or any other right, power or remedy, or prevent the further exercise of that or any other right, power or remedy

15. SEVERABILITY

If any one or more of the provisions contained in this MOU shall be deemed invalid, unlawful, or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

16. VARIATION

Any amendments, variations, modifications to this MOU shall be made in writing and signed by each of the Parties. The terms of this MOU shall not be deemed or construed to be modified, amended, rescinded or cancelled in whole or in part, except by such written MOU of the Parties.

17. AUTHORITY AND RELATIONSHIP

17.1 Each Party shall be solely responsible for its own acts and omissions including those of its directors, employees, consultants and other agents. A Party shall not have the authority, nor shall it purport to act for, or legally bind, any other party in any transaction with a third party, except as authorized accordingly.



Memorandum of Understanding

First Party : UOC Sdn. Bhd., Malaysia

Second Party : Crescent School of Pharmacy, BSACIST, Chennai, India.

17.2 Nothing in this MOU constitutes or is to be construed to constitute a Party as the partner, agent, employee or representative of the other Party. A Party must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or incur any obligations on behalf of or pledge the credit of the other Party without the prior written approval of the other Party.

18. COSTS AND EXPENSES

Each Party must bear its own costs and expenses (including, but not limited to, legal fees) incurred in respect of the negotiations, preparation and execution of this MOU.

19. ANTI-CORRUPTION

The Parties hereby agree not to directly or indirectly, commit any act which is deemed to be in act/offence of corruption practice by any applicable law worldwide, including the Malaysian Anti-Corruption Commission Act 2009, as amended from time to time.

20. GOVERNING LAW

This MOU shall be governed by and construed in accordance with Malaysian and Indian laws and both Parties shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Malaysia and India respectively.

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REGISTRAR
B.S. Abdur Rahman

Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

Memorandum of Understanding

First Party : UOC Sdn. Bhd., Malaysia

Second Party : Crescent School of Pharmacy, BSACIST, Chennai, India.

IN WITNESS WHEREOF the Parties hereto have caused this MOU to be duly executed on the day and year first abovementioned.

Signed for and on behalf of UOC

Signed for and on behalf of BSACIST

.....
UOC Sdn. Bhd.
(Company. No.: 2019 0103 0583) (1339923-X)
Name: **Professor Dr. David Whitford**
Designation: Vice Chancellor
Company Stamp:

.....
B.S. Abdur Rahman Crescent Institute of Science & Technology
(No.F.9-38/2006-U.3(A))
Name: **Dr. N. Raja Hussain**
Designation: Registrar
Official Rubber Stamp:

REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

Witnessed by,

Witnessed by,

.....
Name: **Kalaiarasu Malayandi**
Designation: Group Chief Commercial Officer

.....
Name: **M. Vijaya Vara Prasad**
Designation: Dean, CSP, BSACIST

DEAN
Crescent School of Pharmacy
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

8.10.2024



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