

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on **1 August 2024** by and between:

### **PARTIES**

- A. **Asia Pacific University of Technology and Innovation** a company established under the Companies Act 1965 (Act 125), a private higher educational institution established under the Private Higher Educational Institutions Act 1996 (Act 555) and having its address at Jalan Teknologi 5, Technology Park Malaysia, 57000 Bukit Jalil, Kuala Lumpur, Malaysia ("**APU**") of one part; and
- B. **Mother Teresa Women's University**, Kodaikanal, Tamil Nadu, India is a State Govt. Higher Education Institution was established in the year 1984 by the enactment of the Tamil Nadu Act with an address at Attuvampatty, Kodaikanal, Tamil Nadu, India. (hereinafter referred to as the (hereinafter referred to as the "**MTWU**") of another part.

The aforesaid parties are hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**".

### **RECITAL**

- (1) APU is a university with a strong track record in teaching and technology development.
- (2) The University is an educational University - Mother Teresa Women's University (MTWU), the only Women's University of Tamil Nadu State government, situated at Attuvampatti, Kodaikanal hills, started in 1984 with the enactment of Tamil Nadu Act 15. The foundation stone was laid by the Nobel Laureate Mother Teresa. The University's Vision is to "Empower Women through Education". The University has its Research and Extension Centres at Chennai, Madurai and Coimbatore. The Centre for Women Studies is situated at Pallapatti. The University offers PG courses (M.A., M.Com., M.Ed., M.B.A., M.Sc., M.Phil) and PhD level courses in Arts and Sciences.
- (3) The Parties are desirous to collaborate and cooperate in the "**Programme**" as more particularly described in **Schedule 1** of this Agreement.
- (4) The Parties are desirous of entering into this Memorandum of Agreement ("hereinafter referred to as "**this Agreement**") to regulate their relationship as well as their respective rights and obligations to each other as herein contained.

**NOW THEREFORE IT IS HEREBY AGREED** as follows: -

### **1. Scope and Objectives**

- 1.1 The Parties hereby agree to collaborate and cooperate in the Programme for the key objectives as follows:
- (a) promotion of knowledge sharing between educational institutions.
  - (b) Promotion of student and staff academic mobility.
  - (c) Promotion and support of the programmes and

- (d) any other matters consistent with, necessary for and/or incidental to the above as may be agreed between the Parties from time to time in writing, based on the key understandings and agreed principles of cooperation set out herein.

## **2. Implementation of the Programme**

2.1 The Parties undertake to each other that:

- (a) it shall identify and select students and/or staff to participate in the Programme;
- (b) The hosting Party shall assign a suitable and qualified trainer/supervisor to each of the students or staff participating in the Programme.
- (c) The hosting Party shall arrange accommodation, working space, research equipment and resources for students and/or staff participating in the Programme, refer to clause 3 for financial arrangement.
- (d) It shall provide academic support and access to facilities to any students and/or staff participating in the Programme if such facilities and services are required.
- (e) It shall at all times encourage exchange of knowledge/information and/or undertake knowledge/information transfer; and
- (f) It shall use its best endeavour to undertake and carry out all and any activities so required for the implementation of the Programme in ***Schedule 1***.

## **3. Financial Arrangement**

3.1 The Parties agree the participating students and/or staff shall bear all the costs and expenses incurred by participating in the Programme, including without limitation travelling and accommodation expenses, facilities fees and such other costs and expenses (if any).

## **4. Term**

4.1 This Agreement will be effective for a period of **[August 2024 - July 2027]** from the Effective Date and will be renewed for the same period upon mutual consent of both Parties ("**Term**") by issuance to the other Party of a three (3) months prior written notice signifying its intention to renew.

## **5. Confidentiality**

5.1 Each Party agrees to maintain private and confidential all information obtained from the other, both according to this Agreement and prior to and in contemplation of it and all other information that it may acquire from the other in the course of the Programme, to use the same exclusively for the Programme, and to disclose the same only to those of its employees, researchers and/or students (if any) to whom and to the extent that such disclosure is reasonably necessary for this Agreement.

5.2 No Party shall publish or otherwise make public the contents of this Agreement and any information made available to each other pursuant to this Agreement without the prior written consent of the other Party.

- 5.3 The foregoing obligations of Clause 5.1 and 5.2 above shall not apply to any information which:
- (a) prior to receipt thereof from one Party was in the possession of the recipient Party and at its free disposal;
  - (b) is subsequently disclosed to the recipient Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the disclosing Party; or
  - (c) is or becomes generally available to the public through no act or default of the recipient Party or its employees, researchers and/or students (if any).
- 5.4 Each Party shall procure that all its staff, and/or students (if any) who have access to any information of the other to which the obligations of Clause 5.1 and 5.2 apply shall be made aware of and subject to these obligations and shall further procure that so far as is reasonably practicable all of such staff and/or students (if any) shall enter into written undertakings in favour of the other Party to this end.
- 5.5 Neither Party shall use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent and any permitted use by either Party shall strictly comply with the terms of the license granted by the other Party.

## **6. Intellectual Property**

- 6.1 For the purpose of this Agreement:

**"Foreground Intellectual Property"** means any Intellectual Property Rights that arise, are obtained or developed, created, written, prepared, discovered or otherwise brought into existence in the course of the Programme by either Party.

**"Background Intellectual Property"** means all Intellectual Property Rights conceived, developed, belonging to, obtained, controlled, licensed from a 3<sup>rd</sup> party to or acquired by either Party (i) prior to the date of this Agreement; or (ii) independently of this Agreement which has been described in hereto.

**"Intellectual Property Rights"** means the collective intellectual property rights now held or hereafter created or acquired by a Party, arising under the laws of any state, country or jurisdiction, for (i) all classes and types of patents, including but not limited to utility models, utility patents and design patents, patent applications and disclosures; (ii) all copyrights and moral rights in both published and unpublished works and all registrations and applications thereof; (iii) all mask works and all registrations and applications thereof; and (iv) all Inventions, rights in know-how, trade secrets, and confidential, technical and non-technical information; (v) trademarks, trade names, service marks, trade dress or other forms of corporate or product identification whether or not registered; and (vi) any similar or equivalent rights throughout the world.

- 6.2 All Background Intellectual Property belonging to one Party is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).
- 6.3 The Foreground Intellectual Property created or produced by the staff and/or students in connection and/or derived from the Programme, including but not

limited to, any improvement, invention or discovery thereof as well as the rights in any application of patent or utility innovation, or any patent or utility innovation granted on such application, shall be negotiated separately by the Parties on case basis.

## **7. Publication**

7.1 The Parties shall have the rights to use and publish any academic knowledge findings or information in connection and/or derived from the Programme provided that:

- (a) each Party shall notify not less than three (3) working days together with a copy of any publication to be made; and
- (b) each Party shall acknowledge the Parties as contributors (if applicable) in such publication.

7.2 Neither Party shall be entitled to make or permit or authorise the making of any press release nor other public statements or disclosure concerning this Agreement or any of the transactions contemplated in it without the prior consent of the other Party.

## **8. Termination**

8.1 Either Party may terminate this Agreement by giving a thirty (30) days' notice to the other Party.

8.2 Clauses 5, 6, 7 and 9 will survive the expiry of the Term or the termination of this Agreement for any reason and will continue indefinitely.

## **9. Limitation of Liability**

9.1 Neither Party shall be liable to the other in contract, tort or otherwise under or in connection with this Agreement for:

- (a) loss of business whether direct or indirect;
- (b) loss of income whether direct or indirect;
- (c) loss of profits whether direct or indirect;
- (d) loss of revenue;
- (e) loss of the use of money;
- (f) loss of goodwill;
- (g) loss of use;
- (h) loss of anticipated savings;
- (i) loss of reputation;
- (j) loss of and/or corruption to data;
- (k) third party claims to the extent that they represent the indirect loss of a third party;
- (l) any special loss, even though the other Party was aware of the circumstances in which such special damage could arise; and
- (m) any consequential loss or damage howsoever caused (including for the avoidance of doubt where such loss or damage is of the type specified in sub-clauses (a) to (l) above).

## 10. General

- 10.1 **Notices:** Any notice to be given under this Agreement must be in writing, may be delivered to the other Party or Parties by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

<b>Method of service</b>	<b>Deemed day of receipt</b>
By hand or courier	the day of delivery
By prepaid registered post	five (5) Business Days after posting
By recorded delivery post	the next Business Day after posting
By fax (provided the sender's fax machine confirms complete and error-free transmission of that correct fax number)	the next Business Day after sending or, if sent before 17.00 (sender's local time) on the Business Day it was sent notice to the

The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

For Mother Teresa Women's University:

Address: Mother Teresa Women's University,  
Attuvampatty, Kodaikanal, Tamil  
Nadu, India  
Attention: Vice Chancellor  
Email: registrar.mtwu@gmail.com

For APU:

Address: Asia Pacific University of Technology  
and Innovation  
Jalan Teknologi 5, Technology Park  
Malaysia, Bukit Jalil, Kuala Lumpur  
57000, Malaysia.

Attention: Assoc. Prof. Dr. Selvakumar Samuel

Email: selvakumar@apu.edu.my

- 10.2 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment or to incur any liability, on behalf of the other.
- 10.3 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 10.4 **Governing law:** This Agreement is governed by and is to be construed in accordance with the laws of Malaysia. The courts of Malaysia will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in

connection with this Agreement, except that either Party may bring proceedings for an injunction in any jurisdiction.

- 10.5 **Binding Effect:** This Agreement shall be validly binding against both Parties, their respective successor-in-title and permitted assigns.
- 10.6 **Data Protection:** Both Parties hereby agree that, in relation to the obtaining, using, disclosing and/or processing of any personal data (as defined in the Personal Data Protection Act 2010 ("PDPA") belonging to one Party pursuant to this Agreement, they shall at all times comply with the requirements of the PDPA and shall process and/or use such personal data solely for the purposes contemplated in this Agreement only. Each Party shall indemnify and keep indemnified the other from and against all actions, claims, demands, expenses, liabilities, damages and/or losses arising out of or in connection with the breach of their respective obligations under the PDPA, after the coming into force of the same. Each Party hereby agrees and undertakes to immediately notify the other Party when it becomes aware of a breach of any of its obligations under the PDPA and/or if it believes that it may no longer be able, or no longer is able, to comply with the data protection requirements under the PDPA.
- 10.7 **Assignment:** No Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party. That consent may not be unreasonably withheld or delayed.
- 10.8 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable, the other provisions of this Agreement, will continue in force, and the validity and enforceability will not be affected.
- 10.9 **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary in writing, constitute a waiver of that provision on a future occasion.
- 10.10 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
- 10.11 **Formalities:** Each Party will take any action and execute any document reasonably required by the other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the requesting Party pays the other Party's reasonable expenses.
- 10.12 **Indemnity:** Either Party shall indemnify and save harmless the other Party against all forms of liability(ies) incurred and/or any claims, penalty or costs of whatsoever nature made against the other Party by any third party(ies) as a result of any act, omission or under this Agreement, any law and/or negligence on the part of the other Party.

**10.13 Dispute Resolution:**

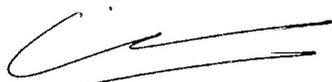
- (a) If the Parties are unable to reach agreement on any issue concerning this Agreement within fourteen (14) days after one Party has notified the other of that issue, they will refer the matter to the director(s) and/or the manager of each of the Parties in an attempt to resolve the issue within fourteen (14) days after the referral.
- (b) If the Parties are unable to settle any dispute by negotiation any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or the legal relationships established by this Agreement, shall be referred to and finally resolved by arbitration which provisions are deemed to be incorporated by reference into this clause.
- (c) The arbitration shall be held in Kuala Lumpur, Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre (Malaysia) for the time being in force. The language of the arbitration shall be English and the tribunal shall consist of 1 arbitrator, who shall be a qualified lawyer.

**IN WITNESS WHEREOF** the Parties hereto set their hands the day and year above written.

**SIGNED** for and on behalf of  
**Asia Pacific University Sdn Bhd:**

Name: Prof. Dr. Ho Chin Kuan

Position: Vice Chancellor



Signature:

In the presence of:



.....  
Name: Prof. Ts. Dr. Murali Raman  
NRIC No.:  
Position: Deputy Vice Chancellor

**SIGNED** for and on behalf of  
**Mother Teresa Women's University:**

Name: Dr. N. Kala

Position: Vice Chancellor



Signature:

In the presence of:



.....  
Name: Dr. B. Sheela  
NRIC No.:  
Position: Registrar

**Schedule 1**  
**- Programme -**

**(A) Name of the Programme**

Collaboration and participation between the Parties with the purpose of MOA.

**(B) Programme Implementation**

- (a) Mutual visits at least once in a year
- (b) Up to 15 students/staffs to participate in the Programme annually per session.
- (c) Each session/visit shall take place for 5 to 7 days.
- (d) Access to support and facilities in each Party's campuses
- (e) Provide academic/research sharing/training sessions.
- (f) Undertake joint research.
- (g) Share curriculum and teaching materials relating to programmes.
- (h) Develop new programmes.