



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SAINS MALAYSIA (USM)

AND

**MEENAKSHI SUNDARARAJAN
ENGINEERING COLLEGE (MSEC)**

This **MEMORANDUM OF UNDERSTANDING** ("MoU") is made and signed this day of Feb 2013.

BETWEEN

UNIVERSITI SAINS MALAYSIA, a public university established in Malaysia under the Universities and University Colleges Act 1971 and having its main campus at 11800 USM, Pulau Pinang, Malaysia (hereinafter referred to as "**USM**") and which for the purpose of this MoU shall be represented by the National Advanced IPv6 Centre, School of Computer Sciences, of the first part;

AND

MEENAKSHI SUNDARARAJAN ENGINEERING COLLEGE, having its address at 363, Arcot Road, Kodambakkam, Chennai-600 024, India (hereinafter referred to as "**MSEC**") of the second part.

(USM and MSEC shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:

- A. USM is a university dedicated to research and education and acts as a partner and catalyst for industrial development through applied research in technology.
- B. MSEC is a part of the prestigious KRS Group of Institutions which constantly strives to be a Centre of Excellence with the singular aim of producing students of outstanding academic excellence & sterling character to benefit the society, nation, and the world at large.
- C. National Advanced IPv6 Centre (NAv6) is a premier centre in the area of Next Generation Internet, serving as the National Centre for IPv6 research, human resource development and monitoring of IPv6 development for Malaysia.
- D. In view of the overlap and synergy of the research and development goals between USM and MSEC, it is the intention of USM (working through various relevant experts available from NAv6) and MSEC to carry out collaboration efforts and to this end they are desirous of setting out their understanding in relation to such collaboration.
- E. In achieving the objectives of this MoU, the Parties shall work on the basis of reciprocity in areas of mutual interest within the parameters of their laws, constitution, regulations and/or policies.

NOW IT IS HEREBY AGREED with the following general provisions and terms:

ARTICLE 1
Basic Principle of Cooperation

1.1 The Parties are keen to explore mutuality beneficial relationship with each other in academic and research collaboration for mutual interests based on the principle of equal rights and mutual advantages. Therefore the parties agree to establish and implement cooperation within the following fields:

a. Exchange of Faculty and Staff

Either institution may nominate members of its faculty and staff to visit the other institution for the purpose of lecturing, research, or advanced study, subject to approval by the host institution. Before nominating such members, the parties should jointly prepare such visits.

b. Exchange of Graduate Students

Either institution may nominate their graduate students to visit the other institution for the purpose of research or advanced study, subject to approval by the host institution.

c. Visiting Faculty

Either institution may invite their faculty members of the other institution for the purpose of lecturing or consultation for a specified of time, subject to approval by the home institution.

d. Exchange of Academic Material

Either institutions may request relevant academic material and related other information from the other institution for the purposes of the development of curricula, subject to approval by the other institution.

e. Fast Track Program

Both institutions shall look into the possibility to run a Fast Track Program. Students enrolled in undergraduate program at USM will be given opportunity to study in graduate program at MSEC, using the scheme of 3.5 (three and a half) years Undergraduate Program at USM and 2 (two) years Graduate Program at MSEC

f. Research Program

Initiate inter institutional post graduate programme leading to MS and PhD in Engineering Departments. Research scholars can make use of the facilities at the two institutes to pursue research.

g. Conferences

Arrange topical conferences at the international level. Either Party may initiate with the cooperation of the other.

h. Other forms of Cooperation

The Parties may initiate other forms of cooperation which the two institutions may jointly arrange and agree with from time to time.

- 1.2 This MoU shall form the basis of consensus for the Parties to examine the feasibility of the collaboration until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.

ARTICLE 2 Implementation

- 2.1 The Parties shall have meetings, whenever necessary, to decide on the implementation of cooperation on priority subjects, to review the state of current cooperation, to discuss new possible subjects for a future cooperation, and to discuss subjects of a cooperation which will be proposed by MSEC or USM.
- 2.2 When a proposition is considered satisfactory by the Parties, they shall jointly decide on its implementation under the terms of this MoU.
- 2.3 Furthermore, both Parties agree upon the following:
- a. In all cases which involve travelling, the host institution will provide the necessary documents needed for the visa arrangement which will be done by the home institution.
 - b. Prior to the implementation of each initiative set out in this Article 1.1, a formal agreement between MSEC and USM as stipulated in Article 1.2 outlining all detailed arrangements including the financial responsibilities shall be duly executed first.

ARTICLE 3 Funding and Resources

The execution of co-operative activities under Article 1 and Article 2 of this MoU shall be subject to availability of funds and other resources of the Parties and the execution of the formal agreement as set out in Article 2. The costs of co-operative activities shall be shared by the parties in a manner to be mutually agreed upon in each case.

ARTICLE 4 Intellectual Property Right

The ownership of intellectual property right arising out of or pursuant to any articles or activities under this MoU shall be determined on a mutual property sharing in any research and development or value adding purposes, in accordance with the agreed project contracts, institutional regulations, laws of Malaysia and international principles.

ARTICLE 5
Confidentiality

- 5.1 (a) Neither Party shall at any time disclose to any other third party, any Confidential Information of the Parties, acquired pursuant to this MoU without the written consent of the other Party.
- (b) For the purpose of this MoU, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this MoU; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms;
- 5.2 No Party shall publish or otherwise make public the contents of this MoU and any Confidential Information made available to each other without the prior written consent of the other Party.

ARTICLE 6
Amendments

This MoU may be altered or modified as may be required from time to time by a mutual consent of the Parties and made in writing and signed by the Parties hereto.

ARTICLE 7
Settlement and Disputes

Any differences and disputes arising in the interpretation and/or application of this MoU shall be settled by negotiations and/or consultations in the spirit of trust and understanding in consonance with the friendship and cooperation that exist between the Parties.

ARTICLE 8
Non Binding

This MoU is a statement of the intention of the Parties hereto only and is not intended to be legally binding on the Parties.

ARTICLE 9
Terms and Termination

This MoU shall come into enforce on the date of signature and shall remain in effect for three (3) years-period unless extended by mutual written consent of the Parties or unless terminated by either Party by giving a three (3) months written notice to the other Party. The termination of this MoU shall not affect the cooperation in Article 1, for which an agreement has already been executed by the Parties and the confidentiality obligation under Article 5.

ARTICLE 10
Notices

Any notice or communication between the Parties shall be delivered to the address, sent to the facsimile number or emailed to the following:

USM:

Address: National Advanced IPv6 Centre (Nav6)
6th Floor School of Computer and Mathematical Science Building
Universiti Sains Malaysia
11800 USM
Pulau Pinang
Malaysia

Telephone : 04-6533001
Facsimile No : 04-6533005
Contact person: Azlan Bin Osman
Email address: azlan@nav6.org

MSEC:

Address: 363 Arcot Road Kodambakkan
Chennai 600 024 India.

Telephone No : +91-44-24811103
Facsimile No : +91-44-24801636
Contact person: K.S. Babai
Email address: principal@msec.edu.in

ARTICLE 11
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.

ARTICLE 12
Governing Law

This MoU shall be interpreted in accordance with the laws of Malaysia and the Parties hereby submit to the non-exclusive jurisdiction of the courts of Malaysia.

ARTICLE 13
Name & Logo

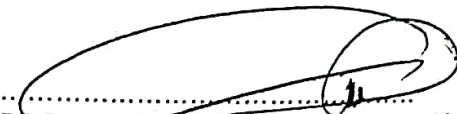
Neither Party shall use, nor permit any person or entity to use the name or logo (or any variation thereof) of the other Party without first obtaining the written consent of the other Party.

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IT WITNESS WHEREOF the Parties hereto have caused this MoU to be executed on the day and year first above mentioned.

SIGNED BY
For and on behalf of

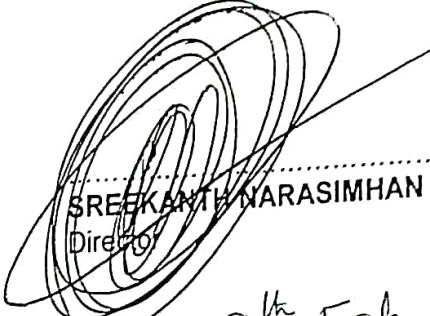
UNIVERSITI SAINS MALAYSIA


.....
PROFESSOR DATO' OMAR OSMAN
Vice-Chancellor

Date: 1/2/13

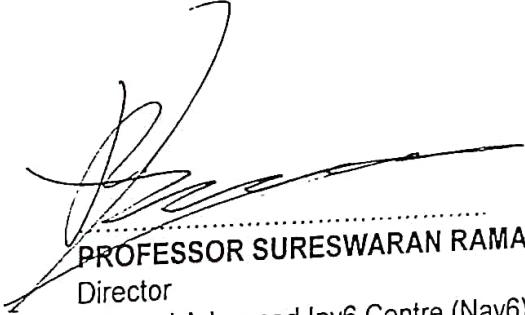
SIGNED BY
For and on behalf of

MEENAKSHI SUNDARARAJAN
ENGINEERING COLLEGE


.....
SREEKANTH NARASIMHAN
Director

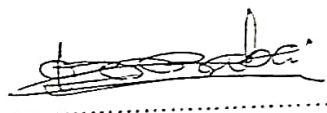
Date: 9th Feb 2013

In the presence of:


.....
PROFESSOR SURESWARAN RAMADASS
Director
National Advanced Ipv6 Centre (Nav6)

Date: 4th Feb, 2013

In the presence of:


.....
K.S. BABAI
Secretary
Meenakshi Sundarajan
Engineering College (Msec)

Date: 9th Feb 2013



STUDENTS AND STAFF EXCHANGE AGREEMENT

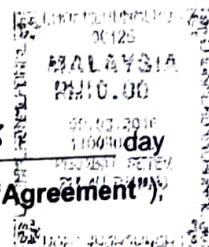
BETWEEN

UNIVERSITI SAINS MALAYSIA (USM)

AND

MEENAKSHI GROUP OF COLLEGES (MSEC)

THIS STUDENTS AND STAFF EXCHANGE AGREEMENT is made this 3 day of MARCH, 2016 (hereinafter referred to as "Agreement").



BETWEEN

UNIVERSITI SAINS MALAYSIA, a Malaysian public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this Agreement is represented by International office, Division of Academic and International Affairs with its main campus at 11800 USM, Pulau Pinang, Malaysia (hereinafter referred to as "**USM**") of the first part;

AND

MEENAKSHI GROUP OF COLLEGES, which for the purpose of this Agreement is represented by Meenakshi Sundarajan Engineering College, with its address at 363, Arcot Road, Kodambakkam, Chennai 600024 (hereinafter referred to as "**MSEC**") of the second part.

(**USM** and **MSEC**, shall hereinafter referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:-

- A. USM is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, USM has entered into various collaborative arrangements with other parties in its effort to enhance its research contents and strengthen its industrial networking.
- B. MSEC is affiliated to Anna University, Chennai.
- C. The Parties wish to collaborate and promote cooperation and advancement of academic and educational collaboration between USM and MSEC.

- D. In achieving the objectives of this Agreement, the Parties shall work on the basis of reciprocity within the parameters of their respective laws, constitution, regulations and/or policies.
- E. For the purpose of this Agreement, "Home Institution" shall mean the institution at which the exchange student(s) intend to graduate or from which the exchange is made, and "Host Institution" shall mean the institution which has agreed to accept the exchange student(s) from the Home Institution under this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Objective of this Agreement

Based upon the principles of respect for each other's independence and of mutual benefit, the Parties shall carry out the following activities:

- (i) Exchange of students;
- (ii) Exchange of faculty members and staff;
- (iii) Exchange of scientific materials, academic publications and scholarly information; and
- (iv) Any other forms of cooperation that shall be mutually identified and agreed by both Parties.

2. Responsibility and Commitment of USM and MSEC

2.1 The Parties' Commitment In Respect of Student Exchange

- (a) The Parties shall ensure that the selected students (hereinafter referred to as "Exchange Student(s)") meet the appropriate admission requirements as determined and agreed upon by the Parties. It is mutually agreed that the Home Institution shall notify the Host Institution of the intended exchange at least three (3) months in advance.

- (b) Where an exchange is affected, all the travelling and living expenses shall be the responsibility of the Exchange Students and/or the Home Institution.
- (c) Each Party may send students to the other Party in appropriate fields of study. Exchange Students may receive credit towards their degree for the semester(s) studied abroad and do not pay tuition fees to the Host Institution apart from the optional students activities.
- (d) Exchange Students are expected to purchase health and travel insurance as required by the Host Institution's country and the Exchange Students must present these documents and their translations in English (if the original language of the documents is other than English) to the Host Institution before departure from the Home Institution.
- (e) Each Party may nominate up to eight (8) students per year to participate in the exchange. The Parties agree that the minimum length of student exchange is five (5) months and shall not exceed two (2) semesters for each Exchange Student.
- (f) The Host Institution will assist the Exchange Students in finding appropriate accommodation and in dealing with administrative procedures.
- (g) The Parties shall ensure that the Exchange Students have the necessary personal funding resources to meet their financial obligations.

2.2 The Parties' Commitment In Respect of Staff Exchange

- (a) The Parties shall consult on a regular basis, the possibility of staff exchange in areas of teaching, research or administration. The period of exchange will be with minimum period of 2-3 months.

- (b) The Parties shall ensure that the selected staff meets the appropriate works requirements as determined and agreed upon by the Parties. It is also agreed that the intended exchange must be made known to the Host Institution at least three (3) months in advance.
- (c) Where an exchange is affected, the salary, travelling and living expenses shall be the responsibility of the Home Institution unless otherwise agreed in writing.
- (d) The Host Institution will endeavour to provide accommodation and set working conditions and privileges which are at least equivalent to those accorded to resident staff of that Party.
- (e) Staff is expected to purchase health and travel insurance as required by the Host Institution's country and they must present these documents and their translations in English (if the original language of the documents is other than English) to the Host Institution before departure from the Home Institution.
- (f) Each Party may nominate one (1) of its staff members per year to participate in the exchange.
- (g) The Host Institution will assist the exchange staff in dealing with administrative procedures inclusive of application for visa and other immigration matters.
- (h) In the case of teaching and research staff members on exchange, advance understanding shall be made between the Parties with respect to access to special facilities such as laboratories and equipments.

2.3 Further details of the specific conditions other than hereby described shall be worked out through ad-hoc mutual consultation.

- 2.4 The Parties agree to provide on "as needed" basis, orientation of staff and Exchange Students in respect of language, culture, customs and other life skills which may be necessary for the staff and Exchange Students to obtain the maximum benefit from the exchange experience.
- 2.5 All individuals on exchange under this Agreement shall be subject to the laws of the Host Institution's country and the legislation, in whatever form, governing the affairs of the Host Institution.

3. Confidentiality

- 3.1 (a) Neither Party shall at any time publish or, disclose to any third party, the contents of this Agreement or any Confidential Information of the other Party, acquired pursuant to this Agreement without the written consent of the other Party.
- (b) For the purpose of this Agreement, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this Agreement; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

3.2 The Parties hereto acknowledge that in the event of any breach of this clause 3 by either Party, the disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Parties acknowledge and agree that the disclosing Party shall be entitled to injunctive and other equitable relief in enforcing the obligations in this clause 3 in addition to all other remedies available to the disclosing Party in law.

4. Validity, Renewal and Termination of the Agreement

4.1 This Agreement is valid for a period of three (3) years from the date hereof regardless of the diverse dates the Parties may have signed this Agreement and may be renewed before the expiration date by mutual consent in writing of the Parties.

4.2 Either Party may at any time give notice to the other Party of its intention to terminate this Agreement, in which case this Agreement shall terminate ninety (90) days after such notice has been given in writing.

4.3 Notwithstanding the expiration of the term hereof or early termination of this Agreement as provided herein, both Parties shall continue to perform their respective responsibilities specified in this Agreement until such Exchange Students/staff complete their exchange period and the obligations of the Parties in Clause 3 herein shall survive and remain binding on the Parties.

5. Notices

Any notice or communication between the Parties shall be delivered to the address, or sent to the facsimile number or emailed to the following:

For USM:

Address	International Office Division of Academic and International Affairs Universiti Sains Malaysia 11800 USM Pulau Pinang Malaysia
Telephone no.	+60(4)6532777/2774
Facsimile no.	+60(4)6532781/82
Contact person	Dr. Muhizam Mustafa
Email address	mmuhizam@usm.my
Liaison Officer	Mrs. Eliza Yasmin Dahlan
Email Address	eliza_yasmin@usm.my

For MSEC:

Address	Engineering, Arts & Science, MBA Meenakshi Group of Colleges 363, Arcot Road Kodambakkam Chennai 600024 India
Telephone no.	+91 9940022325
Facsimile no.	
Contact person	Ms. K.S.Babai
Email address	principle@msec.edu.in

6. Variation

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.

7. Dispute Resolution and Governing Law

7.1 The Parties agree that all disputes arising pursuant to this Agreement shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit of both Parties.

7.2 Any negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.

8. 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.

9. Name, Official Emblem and Logo

9.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

9.2 Any use of the Brand Materials for the purposes stated in clause 9.1 above shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other party's Brand Materials.

10. 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 the Parties will hold the same force and effect as a document signed and inked on paper.

11. Mutual Cooperation and Relationship

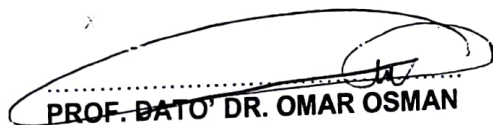
The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this Agreement in accordance with the spirit of close cooperation and mutual assistance.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF USM and MSEC hereunto have executed this Students and Staff Exchange Agreement on the year and date first above written:

SIGNED BY
for and on behalf of

UNIVERSITI SAINS MALAYSIA



PROF. DATO' DR. OMAR OSMAN
Vice-Chancellor

PROFESSOR DATO' OMAR OSMAN
Vice-Chancellor
Universiti Sains Malaysia
11800 Penang
Malaysia

In the presence of:



**PROF. DATO' DR. AHMAD SHUKRI
MUSTAPA KAMAL**
Deputy Vice-Chancellor
Division of Academic and International Affairs

SIGNED BY
for and on behalf of

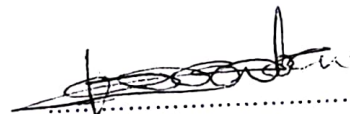
MEENAKSHI GROUP OF COLLEGES
(Engineering, Arts & Science, MBA)



SREEKANTH NARASIMHAN
Director

DIRECTOR
**MEENAKSHI SUNDARARAJAN
ENGINEERING COLLEGE**
C/o. IIET SOCIETY
363, ARCOT ROAD, KODAMBAKKAM,
CHENNAI-600 024.

In the presence of:



K.S.BABAI

Secretary
Secretary,
MEENAKSHI SUNDARARAJAN ENGINEERING COLLEGE
363, ARCOT ROAD, KODAMBAKKAM,
CHENNAI-600 024

MEMORANDUM OF UNDERSTANDING

BETWEEN



UNIVERSITI TELEKOM SDN. BHD.
(Company No. 436821-T)
(Registered owner of **Multimedia University**)

AND



**MEENAKSHI SUNDARARAJAN
ENGINEERING COLLEGE**

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is made on 17th December 2019

BETWEEN

UNIVERSITI TELEKOM SDN BHD (Company No. 436821-T), a company duly incorporated under the Malaysian Companies Act 1965 (which has been repealed and superseded by the Malaysian Companies Act 2016) and remains validly incorporated under the Malaysian Companies Act 2016 and having its registered office at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur (hereinafter referred to as **UTSB**) of the one part;

AND

MEENAKSHI SUNDARARAJAN ENGINEERING COLLEGE, managed by Indian Institute of Engineering Technology Society, registered under the Indian Societies Act of 1961, having its address at 363, Arcot Road, Kodambakkam, Chennai-600 024, India, (hereinafter referred to as “**MSEC**”). **MSEC** is a part of the prestigious KRS Group of Institutions, considering of engineering college, arts & science colleges which constantly strives to be a Centre of Excellence with the singular aim of producing students of outstanding academic excellence & sterling character to benefit the society, nation, and the world at large.

UTSB and MSEC shall collectively be referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS: -

- A. UTSB is the registered owner of Multimedia University (“**MMU**”), a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, which offers tertiary level education and training in the areas, amongst others, multimedia technology, engineering, information technology, creative multimedia & business management and has the expertise and the capability to provide management, research and development, consultancy services and advancement of technology in the education industry. Reference to “**UTSB**” and “**MMU**” shall be used interchangeably, wherever appropriate.
- B. MSEC is an Engineering College, Affiliated to Anna University, Chennai
- C. The Parties hereto wish to explore potential academic collaboration opportunities as further described in Paragraph 2 below (“**Project**”).
- D. The Parties acknowledge that as a first step in understanding the opportunities available for the Project, the Parties wish to record their current basic understandings, principles and terms in this MoU.

NOW THEREFORE, the Parties agree to describe herein the mutual intent and understandings of the Parties in pursuit of the objectives for the Project, as follows: -

1. DURATION

This MoU shall become effective as of the Effective Date and shall continue in effect until (a) the definitive agreement (“**Definitive Agreement**”) is finalized and signed by the Parties or (b) a date that is twenty four (24) months from the Effective Date, whichever is earlier.

2. INTENTION OF THE PARTIES

2.1 The intention of the Parties to this MoU is to: -

2.1.1 work together in good faith to examine and determine the feasibility in relation to the following areas: -

- a. Exchange of undergraduate and/or graduate students, where such exchanges may include, but are not limited to mobility programs such as one semester programs, summer/winter programs;
- b. Exchange of faculty members and/or research scholars, where such exchanges may include, but are not limited to exchanges for one or more weeks, months or semesters;
- c. Joint research activities;
- d. Sharing of activities and programs in areas of mutual interest, where such sharing would result in a benefit to both Parties.

2.1.2 to establish a joint working team, if necessary, to effectively and efficiently examine the feasibility of the Project.

3. NON BINDING OBLIGATIONS

This MoU is intended to be a summary of the current intentions and understandings of the Parties with respect to the Project as reflected in discussions between the Parties' representatives to date, and it is expressly understood that: -

- (a) this MoU is not intended to, and does not, constitute a legally binding obligation or an agreement to enter into any financial or other arrangement or any agreement; and
- (b) except for Paragraphs 3, 6, 7, 8, 9, 11, 12 and 13 of this MoU, which shall be binding on the Parties hereto, other provisions of this MoU is mutually non-binding.

4. OBTAINING APPROVALS AND LICENSES

The implementation by the Parties of this MoU may be contingent upon obtaining and the continuance of such approvals, consents, authorizations, licenses and permits from the appropriate governments, statutory and regulatory authorities, as well as the internal corporate approvals, as may be required or deemed to be necessary by the Parties and as may be satisfactory to them. The Parties shall use all reasonable efforts to obtain and to have continued in effect approvals, consents, authorizations, licenses, permits and other requirements.

5. AGREEMENT PRINCIPLES

5.1 It shall be the objective of the Parties to produce the Definitive Agreement containing such terms and conditions governing the Projects as shall be mutually agreeable to the Parties.

5.2 Each Party will be responsible for its own expenses during the discussions in connection with this MoU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expressed in this MoU shall be at the Parties' own risk

6. RELATIONSHIP

- 6.1 The relationship among the Parties shall not be that of partners. Nothing herein contained shall be deemed to constitute a partnership between and among them or merge their assets or their fiscal or other liabilities or undertakings.
- 6.2 Nothing contained herein shall allow MSEC to act as an agent of UTSB or all Parties, except to the extent expressly permitted hereunder and nothing herein contained shall be deemed to constitute a joint venture, partnership or other formal business entity of any kind among them.

7. CONFIDENTIALITY

- 7.1 All information exchanged between Parties in connection with this MoU or during discussions preceding this MoU are CONFIDENTIAL to them and shall not be disclosed to any third party during the period of this MoU ("**Confidential Information**") thereafter except:
- (a) with the written consent of the other Party;
 - (b) if required by law to be disclosed;
 - (c) in connection with legal proceedings by authority of a court of competent jurisdiction; or
 - (d) if the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOU.
- 7.2 Disclosure of any Confidential Information to the employees of either Party's subsidiary, parent or related companies (as defined under the Malaysia Companies Act, 2016) ("**Related Companies**") is permitted provided it is necessary for the purposes of performing that Party's obligations under this MoU. Notwithstanding the aforesaid, the Party receiving any Confidential Information shall ensure that any of its employees to whom Confidential Information is disclosed shall undertake to observe the confidentiality undertakings in this MOU. The Party receiving the Confidential Information shall protect all Confidential Information of the disclosing Party using not less than the standard of care in which it treats its own confidential information (but no less than a reasonable care in the circumstances) and shall ensure that the Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure.
- 7.3 The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.

OR

In respect of the discussion and information exchanged between the Parties hereunder, the Parties hereby acknowledge and agree to be bound by the Non-Disclosure Agreement dated entered into between the Parties.

8. WITHDRAWAL

Notwithstanding the generality of the provisions stipulated herein, any Party may withdraw from this MoU at any time by giving fourteen (14) Business Days written notice to the other Party without assigning any reasons, PROVIDED ALWAYS THAT the withdrawing Party shall be bound by the Confidentiality provisions as set forth in Paragraph 7 herein.

For the avoidance of any doubt, any reference to "**Business Day**" in this MoU shall mean any day other than a Saturday or Sunday or public holiday in Malaysia or _____;

9. NOTICES

- 9.1 A notice or other communication under or in connection with this MoU (a "Notice") shall be:
- in writing;
 - in the English language; and
 - delivered personally or sent by first class post (and air mail if overseas), fax or e-mail to the party or parties due to receive the Notice to the address set out in paragraph 9.3 or to an alternative address, e-mail address, person or fax number specified by that party by not less than seven (7) days' written notice to the other parties, received before the Notice was despatched.
- 9.2 Unless there is evidence that it was received earlier, a Notice is deemed given if:
- delivered personally, when left at the address referred to in paragraph 9.3 below;
 - sent by mail, except air mail, two (2) Business Days after posting it;
 - sent by air mail, six (6) Business Days after posting it;
 - sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine; and
 - sent by e-mail, when the recipient, by an e-mail sent to the e-mail address for the sender stated in paragraph 9.3 or by a notice delivered by another method in accordance with this Paragraph 9, acknowledges having received that e-mail, *provided*, an automatic "read receipt" does not constitute acknowledgment of an electronic mail for purposes of this paragraph 9.2.
- 9.3 The addresses referred to in paragraph 9.2 above are:

Name of party	Address	Fax number/ e-mail address	Marked for the attention of
UTSB- Universiti Telekom SdnBhd	Cyberjaya Campus, PersiaranMultimedia,63100 Cyberjaya, Selangor.Malaysia	ckho@mmu.edu.my	Prof Dr. Ho Chin Kuan Vice President Academic and Internationalisation
Meenakshi Sundararajan Engineering College	363, Arcot Road, Kodambakkam, Chennai- 600024	principal@msec.edu.in	Dr.K.S.Babai Secretary

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All existing intellectual property rights of any Party, including any development, adaptation, modification or derivative rights shall belong and remain with such Party. Nothing in this MoU shall transfer or assign such intellectual property rights of UTSB to the MSEC and vice versa.
- 10.2 Nothing in this MoU is intended to grant any intellectual property rights to the MSEC and vice versa.
- 10.3 This paragraph 10 shall survive the termination of this MoU for any reason whatsoever.

11. FURTHER UNDERTAKINGS

Each Party hereby covenants and undertakes to perform their respective obligations and to act at all times in good faith in implementing this MoU.

12. AMENDMENTS AND VARIATIONS

Wherever it becomes necessary, this MoU may be varied or amended by mutual agreement in writing by the Parties and such variations or amendments shall be part of this MoU.

13. GOVERNING LAW

This MoU will be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

14. COUNTERPART

This MoU may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party; it being understood that all Parties need not sign the same counterparts.

15. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance under this MoU.

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IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be duly executed on the day and year first above mentioned.

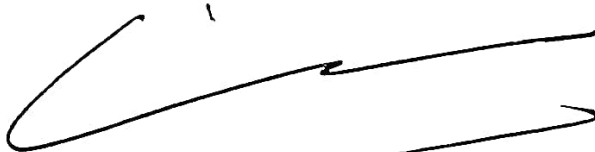
SIGNED by

for and on behalf of the
UNIVERSITI TELEKOM SDN. BHD.
(as the registered owner of
MULTIMEDIA UNIVERSITY)



.....
Prof. Datuk Ts. Dr. Ahmad Rafi Mohamed Eshaq
President of Multimedia University/Chief Executive
Officer of Universiti Telekom Sdn Bhd

in the presence of :-



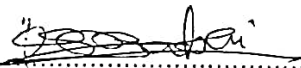
.....
Prof. Dr. Ho Chin Kuan
Vice President Academic and Internationalisation

SIGNED by
for and on behalf of



.....
MR. N. SREEKANTH, DIRECTOR
MEENAKSHI SUNDARARAJAN
ENGINEERING COLLEGE

in the presence of:-



.....
Dr. K. S. Babai
Secretary
MEENAKSHI SUNDARARAJAN
ENGINEERING COLLEGE

MEMORANDUM OF CO-OPERATION

BETWEEN

MEENAKSHI SUNDARARAJAN ENGINEERING COLLEGE
INDIA

AND

UNIVERSITI TELEKOM SDN. BHD.
MALAYSIA

This Memorandum of Cooperation ("MOC") dated this _____.

BETWEEN:

UNIVERSITI TELEKOM SDN. BHD. (436821-T) having its registered office at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur [as the registered owner of Multimedia University (Registration No. KP/JPS/DFT/US/B01), a Private University registered under the Private Higher Educational Institutions Act, 1996 (Act 555)] and having its business address at Jalan Multimedia, 63100 Cyberjaya, Selangor Darul Ehsan and Jalan Ayer Keroh Lama, 75450 Bukit Beruang, Melaka (hereinafter referred to as Multimedia University or "MMU")

AND

MEENAKSHI SUNDARARAJAN ENGINEERING COLLEGE, managed by Indian Institute of Engineering Technology Society, registered under the Indian Societies Act of 1961, having its address at 363, Arcot Road, Kodambakkam, Chennai-600 024, India, (hereinafter referred to as "MSEC"). MSEC is a part of the prestigious KRS Group of Institutions, consisting of engineering college, arts & science colleges which constantly strives to be a Centre of Excellence with the singular aim of producing students of outstanding academic excellence & sterling character to benefit the society, nation, and the world at large.

WHEREAS:

1. MSEC being ranked among the top 3 with their campus in Chennai, India provides high level of quality education to Indian Students in the area of Engineering.
2. MMU is a university with two campuses (Cyberjaya and Melaka) in Malaysia, and provides university-level education and training in the areas of multimedia technology, engineering, information technology, creative multimedia and business management.
3. The Parties now wish to enter into a series of discussions for the mutual benefit of both Parties, and for purposes more particularly set forth herein.

The Parties hereby agree to the following:

1. **Scope of Cooperation:** The provisions stated in this MOC are statements of intent only. This is a **non-binding agreement** between the Parties (save for the confidentiality provisions below), and no such agreement shall exist until both Parties have negotiated, prepared and executed a separate written agreement establishing the binding obligations of the Parties and approved by each Party's Board of Directors in relation to specific objectives stated below.

This MOC is intended to establish a basis upon which MSEC and MMU may explore areas for cooperation, and the Parties will also explore cooperation on talent sourcing and development. The Parties believe that such endeavors would be in the interest of both Parties. In this regard, the Parties agree to discuss and explore the following :

1. **Short Term Study Programs / Short Term Live Industry Projects:-** Students may opt for FINAL PROJECTS in either countries and in that time spent may take a few courses

that will help improve their knowledge in their chosen field. This should help learn the various systems prevailing in the East Asian countries & provide for a global exposure.

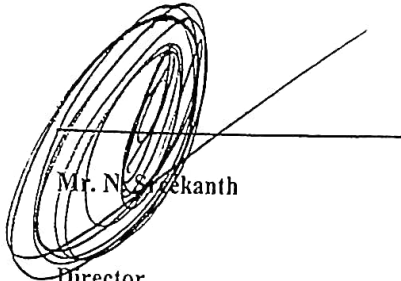
2. Joint LAB SETUPS in either campus thus sharing the expertise available in the fields of IT & Engineering.
 3. Joint Research Projects.
 4. Tie- Ups for International Conferences.
 5. Tie-Ups for Placements – Joint Placement Pools for select students.
 6. Possibility of Joint International Publications
-
2. **Contact Persons:** MMU hereby appoints Prof. Raphael Phan, Director of University-Industry Engagement Centre and MSEC hereby appoints Mr. Sreekanth Narasimhan (Trustee & Director) and V.S. Raghunathan – Dean Research MSEC to co-ordinate and oversee all discussions between the Parties pursuant to this MOC.
 3. **Mutual Expense and Reliance:** Each Party will be responsible for its own expenses during the discussions in connection with this MOC, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the Cooperation expressed in this MOC shall be at the Parties' own risk.
 4. **Confidentiality:**
 - a) All information exchanged between Parties in connection with this MOC or during discussions preceding this MOC and relating to this MOC or to any matter contemplated by this MOC, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOC or anytime thereafter except :
 - i) with the written consent of the other Party.
 - ii) if required by law to be disclosed:
 - iii) in connection with legal proceedings by authority of a court of competent jurisdiction; or
 - iv) if the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOC.
 - b) Disclosure of confidential information to employees of Party's subsidiary, parent or related companies (as defined under Malaysia Companies Act, 1965) is permitted provided it is necessary for the purposes of performing that Party's obligations under this MOC. Notwithstanding the aforesaid, the Party receiving any information shall ensure that any of its employees to whom information is disclosed by the Party disclosing any of its employees to whom information is disclosed by the Party disclosing pursuant to this MOC shall undertake to observe the confidentiality undertakings in this MOC. The Party receiving the information shall protect all confidential information of the disclosing Party using not less than the standard of care in which it treats its own confidential information (but no less than a reasonable care in the circumstances) and shall ensure that the information is stored and handled in such a way as to prevent unauthorized disclosure.
 - c) The obligation of confidentiality herein shall survive the termination of this MOC and remain binding on the Parties without limitation of time.

5. **Implementation and Termination:** This MOC will come into effect on the day on which it is signed by both Parties. It will continue for a period of Three (3) Years, thereafter the MOC may be extended for a further period by written *agreement* between both Parties. Furthermore both parties acknowledge that either party may terminate this MOC for any reason by providing 30 days notice in writing to the other Party.
6. **Limitation of Liability:** In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance under this MOC.
7. **Modifications:** No variations, modification or alteration of any provisions of this MOC shall be effective unless made with the prior written agreement of the Parties.
8. **Dispute Settlement:** Any differences and disputes arising in the interpretation and/or application of this MOC shall be settled by negotiations and/or consultations in the spirit of trust and understanding in consonance with the friendship and cooperation that exist between the Parties.

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In witness whereof the parties hereto have caused this MOC to be duly executed on the day and year first above mentioned.

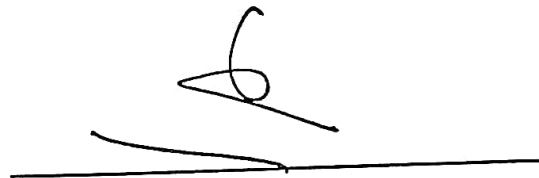
SIGNED BY:



Mr. N. S. Sreekanth

Director
Meenakshi Sundararajan School of Management

SIGNED BY:



Prof. Dato' Dr. Muhamad Rasat Muhamad

President
Multimedia University

WITNESSED BY:

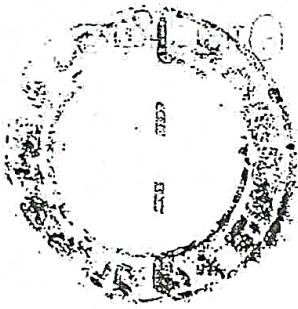


WITNESSED BY:



Prof. Dr. Ong Doo Sheng

Vice President (Academic)
Multimedia University



TAMIL NADU

Rajalakshmi Engg. College
Thandalam.

A.12.2019

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G.S. சரஸ்வதி (S.V.)
குடிசெருங்குதாரர் தமிழ்நாடு
ப. எண் : 24/CGU/06

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Rajalakshmi Engineering College

And

Meenakshi Sundararajan Engineering College

This MoU is entered into on the 30th November 2019 by and between Rajalakshmi Engineering College (hereinafter called REC) located at Thandalam, Chennai - 602 105 and Meenakshi Sundararajan Engineering College (hereinafter called MSEC) located at Kodambakkam, Chennai

1. PREAMBLE

AICTE has initiated a Scheme called 'Margdarshan' (Share and Mentor Institutions) envisaging that a Hub and Spoke system is to be established by an institute of repute as a Mentor within an existing facility to serve as the hub to guide ten technical institutions in Outcome Based Education and NBA Accreditation Process.

In this regard, Rajalakshmi Engineering College (REC) is selected by AICTE to serve as a Mentor institute in the region.

S. V. Srinivasan
9/12/19

2. OBJECTIVES OF THE MOU

The aim of this MoU is to stimulate and facilitate MSEC to guide itself in Outcome Based Education and thereby guide for the process of NBA Accreditation.

Objectives are :

- a. Mentor institute(REC) will guide the activities that will explain the requirements and parameters of NBA Accreditation
- b. Mentor Institute(REC) will conduct Faculty Development Programmes concentrating the parameters and Process of NBA Accreditation
- c. Mentor Institute(REC) will conduct Workshops/Seminars for the benefit of faculty and students of Mentee Institution(MSEC).
- d. Mentor Institute(REC) will build a strong linkage with Mentee Institution (MSEC) in relation to NBA Accreditation.

3. DURATION

This MoU shall remain effective from the date of execution until the end of the term of three years (2019-20 to 2022-23)

4. TERMS AND CONDITIONS


- o All costs for conducting Faculty Development Programmes and Seminars will be managed through the funding received from AICTE for Margdarshan Project
- o Faculty Development Programmes shall be conducted at Rajalakshmi Engineering College and faculty members from Mentee Institution (MSEC) may avail hostel facility if required.
- o There will be NO COST involved from Mentee Institution(MSEC) in this project
- o Mentee Institute (MSEC) agrees to depute faculty members to attend the programmes conducted under this project.

5. 'MARGDARSHAN' COORDINATOR

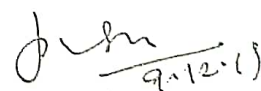
Mentee Institute (MSEC) agrees to designate a faculty member who will be responsible to co-ordinate and implement activities undertaken under this MoU.

On Behalf of REC


On Behalf of MSEC

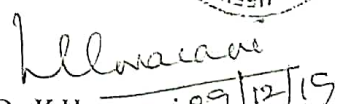

Dr.S.N.Murugesan 9/12/19
Principal, REC




Dr.P.K.Suresh
Principal, MSEC




Dr.V.Prasannakumari
Professor - REC
Margdarshan Chief Coordinator


Dr.K.Umarani 09/12/19
Dean Academics &
NBA Coordinator, MSEC