

DATED THIS

DAY OF 28th November 2024

BETWEEN

MAHSA UNIVERSITY

[DU044 (BO)]

AND

**INDIRA GANDHI INSTITUTE OF DENTAL SCIENCES,
NELLIKUZHI P O, KOTHAMANGALAM.**

**Recognition/Certificate No. No. F. No. V.12025/84/ 2019- DE dated 1st July
2019**

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is made on the 20th June day of, 2023

BETWEEN

MAHSA UNIVERSITY (Ministry of Higher Education Registration Certificate No. DU044(BO), of which Malaysian Allied Health Sciences Academy Sdn Bhd (Company Registration No. 200401016011 / 654514-M) is the registered owner; and having its business address at Jalan SP 2, Bandar Saujana Putra, 42610 Jenjarom, Selangor Darul Ehsan (hereinafter referred to as the **“MU”**) of the one part;

AND

Indira Gandhi Institute of Dental Sciences, and having it registered address at **Nellikuzhi P O, Kothamangalam** hereinafter referred to as the **“IGIDS”**) of the other part,

Whom hereinafter MU and IGIDS are collectively referred to as **“Parties”** and individually as a **“Party”**; and this Memorandum of Understanding is referred to as this **“Memorandum”**.

WHEREAS -

- A. MU is a private higher education institution established under Private Higher Education Institution Act 1996 which offers various study programmes in the fields of Medicine, Dentistry, Pharmacy, Health Sciences, Nursing, Business, Finance, Hospitality Management, Information Technology, and Engineering at the Foundation, Diploma, Degree, Masters, and Doctoral levels. MU is also a member of the MAHSA Group of Companies.
- B. **IGIDS** is a private higher education institution established under the Indira Gandhi Memorial Trust, affiliated to **Kerala University of Health Sciences** and **Recognized by Dental Council of India**.
- C. Both Parties recognise their mutual interests and are desirous to collaborate with each other in an effort to pursue the objectives and benefits of their collaboration, which are more particularly described in Clause 2 below (**“Proposed Collaboration”**).
- D. Pursuant thereto, the Parties have agreed to enter into this Memorandum to record the respective commitments of each Party; and the basis for implementing this collaboration in the areas and manner as stated herein.
- E. The Parties hereby agree for the purposes of, and upon the terms and conditions set out in this Memorandum, to observe good faith towards one another in all matters affecting their dealings hereunder and interests herein.

NOW IT IS HEREBY AGREED as follows:

1. The Memorandum

- 1.1 The Proposed Collaboration of this Memorandum is as stated in Clause 2 herein.
- 1.2 Each Party represents to the other that this Memorandum does not constitute an obligation binding on either Party, with the exception of Clauses 3, 4 and 6 herein.
- 1.3 Upon execution of this Memorandum, each Party agrees to provide to the other Party such information, confirmations and documents to enable the other Party, its representatives, advisers, consultants and agents, to evaluate and consider the manner of implementation of the Proposed Collaboration.
- 1.4 For the avoidance of doubt and without limiting the above in any way, this Memorandum creates no rights in favour of either Party.

2. Proposed Collaboration

- 2.1 The objective of this Memorandum is for Parties to develop co-operation and promote mutual agreement and excellence in potential projects, future co-operation, and knowledge exchange between the Parties.
- 2.2 In furtherance of this objective, the Parties agree to develop the following activities in collaboration in areas of mutual interests:
 - 2.2.1 Exchange of academic and administrative staff and mutual visits to pursue research and to lecture;
 - 2.2.2 Exchange of students and/or study abroad programmes and other enhancements for students' experiences;
 - 2.2.3 Identifying opportunities for conducting collaborative research and development;
 - 2.2.4 Identifying opportunities for conducting lectures, seminars and organising symposia and conferences;
 - 2.2.5 Exchange of academic information and materials;
 - 2.2.6 Promoting collaboration in fields of mutual interest; and

- 2.2.7 Promoting other academic co-operation and collaboration as mutually agreed.
- 2.3 The development and implementation of specific activities developed under this Memorandum will be subjected to the respective formal written agreement negotiated and entered into separately, which will include but not limited to the financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters.
- 2.4 The implementation of the Proposed Collaboration hereof shall depend upon the availability of resources and financial support of the Parties.
- 2.5 The Parties acknowledge the need to promote the programmes and activities pursuant to this Memorandum and hereby agree to use promotional materials which shall be approved by Parties.
- 2.6 The Parties agree that their respective employees and students who are engaged in the programmes and activities under this Memorandum shall carry out the programmes and activities in accordance with the applicable laws and regulations.
- 2.7 The Parties hereby agree that as to ensure on the success of the Proposed Collaboration, the roles and obligations of the Parties shall be more properly described and attached as an addendum to this Memorandum under **Annexure A** (hereinafter collectively referred to as “**Roles and Obligations of Parties**”), if applicable.

3. Confidentiality

3.1 Confidential Information

3.1.1 “**Confidential Information**” shall mean information (whether transmitted orally, in writing, electronically or in other form) relating to a Party’s business, property and assets that is non-public or proprietary, and/or information which by their nature, or by the circumstances of their disclosure are or could reasonably be expected to be regarded as confidential to a Party or to any third party with whose consent or approval such information is used.

3.1.2 In no event shall any information constitute as Confidential Information hereunder –

3.1.2.1 Which was in the public domain prior to the date of this Memorandum;

3.1.2.2 which becomes a part of the public domain following the date of this Memorandum not in any way caused by any act or omission of the Party receiving the information in breach of this Memorandum, or which becomes publicly

available other than as a result of a violation of any known confidentiality agreements; or

3.1.2.3 was within the possession of the Party receiving the information on a non-confidential basis from a source that is not bound, directly or indirectly, by a confidentiality agreement with the Party disclosing the information, prior to its being furnished.

3.2 Disclosure of Confidential Information

3.2.1 The Parties agree that the Confidential Information will be provided only to those of its officers, employees or advisers on a need -to-know basis (hereinafter referred to as “**Representatives**”) for purposes of this Memorandum and shall procure their respective Representatives’ compliance to Clause 3 herein.

3.2.2 The Confidential Information will be kept strictly confidential and each Party and its Representatives will not, directly or indirectly, at any time now or hereafter without the prior written consent of the other Party, disclose distribute, disseminate or supply to any person or authority (except as required by law in which event the Party disclosing or divulging Confidential Information must first notify the other Party in writing with details and evidence of the legal requirement) in any place and in whatever manner.

3.3 Use of Confidential Information

The Parties agree that the Confidential Information will be used only for the purposes of this Memorandum.

3.4 Return of Confidential Information

Immediately upon request by a Party all Confidential Information in whatever form will be returned to the Party that provided such Confidential Information and all documents and any data containing the Confidential Information will be destroyed (subject, however, to the inability to destroy data contained in routine computer backup systems).

3.5 Term of Confidentiality

The obligations under Clause 3 shall be binding upon Parties and cease to have any force and effect after one (1) years from the date of termination or expiry of this Memorandum.

4. Personal Data Protection

4.1 Both Parties hereby agree and undertake to each other:

- 4.1.1 that any personal data collected by the other Party including but not limited to the personal data of either Party's employees, students and clients (hereafter be referred to as "**Personal Data**"), such Personal Data must not be used for any other purposes other than for the purposes of this Memorandum;
 - 4.1.2 not to transfer any Personal Data to any third-party without the consent from the owner of the Personal Data;
 - 4.1.3 to take responsible measures to ensure that the Personal Data will be kept confidential, including not to sub-license, distribute, disclose, transfer or declare a trust of its rights in any of the Personal Data, in whole or in part, to any third party, without the express written consent of the other Party and any attempt to assign, transfer, sub-license or declare a trust of its rights without such consent shall render such assignment, transfer or sub-license, or declaration void and shall be construed as a breach of this Memorandum; and
 - 4.1.4 to comply with all rules, guidelines or regulations imposed by both Parties relating to personal data and also all applicable data protection laws in Malaysia under the Personal Data Protection Act 2010.
- 4.2 The obligation under this Clause 4 shall survive and shall be enforceable beyond the termination or expiry of this Memorandum.

5. **Duration and Termination**

5.1 Duration

This Memorandum and all rights and obligations hereunder shall take effect from the date of this Memorandum hereof for a period of one (1) year. Each Party shall review the status of the Memorandum at least six (6) months before the end of the one-year period to determine whether it wishes to continue and, if so, whether any modifications are required. The period of validity of this Memorandum may only be extended by the mutual written consent of both Parties.

5.2 Termination

If a Party decides that for whatsoever reason, it wishes to withdraw from this Memorandum, it may so withdraw and terminate this Memorandum by giving the other Party three (3) months' notice in writing of its intention to withdraw, in which case the withdrawing Party shall thereupon cease to participate in the execution of the Proposed Collaboration and shall have no liability for the subsequent actions of the other Party.

5.3 Survival of Obligations

The termination of this Memorandum does not affect:

- 5.3.1 any obligation of that Party which accrued prior to termination and which remain unsatisfied; and
- 5.3.2 Any provision of this Memorandum which is expressed as continuing in effect after termination.

6. Intellectual Property Rights

- 6.1 Neither Party shall use the other Party's logo or other trademarks or make public or make any reference to the other Party in any of the Party's proposal, advertising activities, marketing materials, brochures or similar documents without the prior written consent of the other Party.
- 6.2 The Parties hereby agree that to the extent permitted under any applicable laws and regulations, ownership of intellectual property rights of any proprietary information or data, computer system or database invented, developed, created or discovered solely and separately by either Party or obtained through the sole and separate effort of either Party, shall be solely owned by the Party concerned.
- 6.3 The Parties hereby agree that to the extent permitted under any applicable laws and regulations, ownership of intellectual property rights of any proprietary information, system or database invented, developed, created or discovered jointly by the Parties or obtained through the joint activity effort, shall be owned by the Parties jointly and subjected to the terms and conditions mutually agreed upon in a separate agreement pertaining to ownership of joint intellectual property rights.
- 6.4 Either Party may transfer or assign its title or interest in whole or in part, in the intellectual property rights covered by this Memorandum to the other Party whereby such transfer or assignment must be in writing and shall be effective only upon the written acceptance of the other Party.

7. Force majeure

Neither Party shall be liable to the other Party in respect of any delay in performing or failure to perform any of its obligations hereunder if such delay or failure results from acts or intervention of Government or Government agencies; fire, flood or explosion; Act of God; declared or undeclared war, or riots or civil commotion; strikes or other industrial disputes; local and / or global pandemic; or any cause outside its reasonable control.

8. Assignment

Neither Party will be entitled to assign all or any part of its rights and obligations hereunder without the prior written consent of the other Party, with the exception of an assignment to any other company in the group of companies to which the assigning Party belongs to. The aforesaid consent shall not be unreasonably withheld or delayed and, in any event, shall be given unless the other Party, acting reasonably and in good

faith, objects to the identity and/or involvement of the proposed assignee as being contrary to its commercial and/or business interests.

9. Publicity

9.1 Neither Party shall for publicity purposes make use of the name, or of any trade name or trademark, of the other Party, or of any information obtained under or in connection with this Memorandum from the other Party, without the prior written consent of the other Party.

9.2 Neither Party shall issue any publicity or other announcement in relation to this Memorandum and the Proposed Collaboration (whether transmitted orally, in writing, electronically or in other form, including but not limited to press releases and/or announcements) without the prior written approval of the other Party of the form and content thereof, which approval shall not be unreasonably withheld or delayed.

10. Notice

10.1 Any notice or communication which a Party is required or authorised by this Memorandum to serve on the other Party, shall be sufficiently served if sent to the other Party at the address specified below:

10.1.1 by hand; or

10.1.2 by registered post or recorded delivery; or

10.1.3 by electronic mail confirmed by receipt of such communication.

to MAHSA UNIVERSITY

Address : Faculty of Health Dentistry,
MAHSA University,
Jalan SP2, Bandar Saujana Putra,
Jenjarum, 42610 Selangor

Contact Person : Prof. Dato' Dr Mohamed Ibrahim

Email Attention : mibrahim@mahsa.edu.my
Prof Dato' Dr Mohamed Ibrahim

Address : Indira Gandhi Institute of Dental Sciences,
Nellikuzhi P O, Kothamangalam

Contact Person : Prof. Dr. Sanu Tom Abraham

Email : principal@igids.org

Attention : Prof. Dr. Sanu Tom Abraham

10.2 Notices sent by registered post or recorded delivery shall be deemed to have been served three days following the date of posting. Notices sent by electronic mail where such is an established means of communication between the Parties shall be deemed to have been served on the day of transmission, if transmitted before 16:00 hours on a working day but otherwise on the next working day. In all other cases, notices and other communications will be deemed to have been served on the day they were received which is deemed to be on the same day that it was sent out and / or instantaneously.

11. Entire Agreement and Non-Waiver

11.1 This Memorandum supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the Parties either orally or in writing prior to the date hereof, and which shall become null and void from the date this Memorandum is signed. Each Party warrants and represents to the other that it has not relied on any such commitment, representation, or warranty in entering into this Memorandum. Nothing in this clause shall limit or exclude any liability for fraud. Any amendment to this Memorandum (to be effective), must be in writing and signed by an authorised representative of each Party.

11.2 The failure of a Party to insist in any one or more instances upon the performance of any provisions of this Memorandum shall not be construed as a waiver or relinquishment of that Party's right to future performance of such provisions and the other Party's obligation in respect of such future performance shall continue in full force and effect.

12. Costs

Each Party shall be responsible for its own costs in connection with the negotiation and preparation of this Memorandum.

13. Governing Law

13.1 The interpretation, construction and performance of this Memorandum, and any non-contractual obligations arising under it, shall be governed exclusively by Malaysian laws and the Parties expressly submit to the exclusive jurisdiction of the Asian International Arbitration Centre (AIAC).

13.2 Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted whether before or after the date of this Memorandum so far as such modification or re-enactment applies or is capable of applying to any transactions entered into prior to this Memorandum and (so far as any liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced.

14. Liability and Indemnity

- 14.1 Parties shall accept liability to pay damages for actual losses and liabilities including costs arising as a direct result of breach of confidentiality (as per Clause 3 herein), infringements of Parties' intellectual property rights (as per Clause 6 herein) and any conduct in violation of the Personal Data Protection Act 2010 (as per Clause 4 herein).
- 14.2 This provision shall survive and continue for so long as it is necessary to give its full effect, notwithstanding any other provision in this Memorandum.

15. Others

- 15.1 The undersigned represent and warrant that they are authorised to and have full power to execute, be bound by, deliver and perform the terms and conditions of this Agreement.
- 15.2 The parties agree that this Agreement can be executed by electronic methods (whether by PDF scan, utilisation of an electronic signature platform or application) without the need for an exchange of physical hard copies and shall have the same effect, validity, enforceability, and admissibility as a physical signature to the fullest extent permitted by applicable laws. However, should there be a need to abide by the instructions of the Collector of the Inland Revenue Board of Malaysia upon submission of this Agreement for stamping, Parties shall re-execute this Agreement for the purpose of adhering to the Stamp Act 1949.

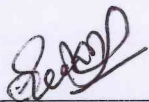
IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Company stamp affixed and / or }
signed by for and on behalf of }
MAHSA UNIVERSITY }
(DU044(B)), }
in the presence of }

Name: Prof. Dato' Dr. Ikram Shah Ismail
Designation: Vice Chancëllor

in the presence of

Name: Prof Dato' Dr Mohamed Ibrahim
Designation: Professor & Dean



Name: Dr. Siyad K P
Designation: CEO, Indira Gandhi Group of Institutions

Dr. SIYAD K.P.
CEO
Indira Gandhi Institute of Dental Sciences
Nellikuzhi P.O., Kothamangalam



in the presence of



Name: Prof. Dr. Sanu Tom Abraham
Designation: Principal

Dr. SANU TOM ABRAHAM, MDS
PRINCIPAL
Indira Gandhi Institute of Dental Sciences
Nellikuzhi P.O., Kothamangalam
Kerala - 686 691

