



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**AIMST UNIVERSITY  
MALAYSIA**

**AND**

**SRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND  
HOSPITAL, PUDUCHERRY  
INDIA**

**THIS MEMORANDUM OF UNDERSTANDING** made this 6 JULY 2023  
in two (2) original texts each in the English language, all texts being equally authentic.

**BETWEEN**

**AIMST UNIVERSITY**, a private university of higher learning established in Malaysia under the Private Higher Education Institutions Act 1996 [Act 555] and having a license number of DU010(K) with its registered address at Batu 3 ½, Jalan Bedong-Semeling, 08100 Bedong, Kedah Darul Aman, Malaysia (hereinafter referred to as "AIMST"), of the one part

**AND**

**SRI MANAKULA NINAYAGAR MEDICAL COLLEGE AND HOSPITAL**, a non-profit self-financing Telugu minority Institution, established by Sri Manakula Vinayaga Educational Trust, registered under Indian Trust Act, 1882 having its registered office at No. 23, Mariamman Koil Street, Madagadipet, Puducherry – 605107 (hereinafter referred to as "SMVMCH"), of the other part

(AIMST and SMVMCH hereinafter referred to singularly as "the Party" and collectively as "the Parties");

WHEREAS the Parties:-

**DESIRING** to strengthen and further develop the friendly relations between the Parties in the field of academic programmes related to health sciences courses;

**APPRECIATING** the importance of enhancing tertiary education for economic development as well as a means to further develop the ties between both Parties;

**CONVINCED** of the necessity for a lasting and effective cooperation in the interest of the Parties; and

**BELIEVING** that such cooperation would serve their common interests and contribute to the enhancement of tertiary education for the benefit of both Parties.

**NOW BOTH PARTIES HAVE AGREED as follows:**

**ARTICLE I  
OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies, of each Party from time to time in force, agree to strengthen, promote and develop cooperation in tertiary education, as well as the development of activities for the purpose of mutual recognition.

**ARTICLE II  
AREAS OF CO-OPERATION**

1. Each Party will, subject to the laws, rules, regulations, procedures and national policies from time to time in force governing or relating to the subject matter of this Memorandum of Understanding, endeavour to take necessary steps to encourage and promote co-operation in the following areas :-
  - a) Mobility programme for students including study visit, and or industrial visit, etc.
  - b) To enhance the quality of teaching, training and research activities
  - c) Franchise programme and joint initiation for pathway study progression and/or joint, degree and/or twinning programmes
  - d) Faculty staff mobility including e.g. guest lecture and co-lecture, visiting both ends.

- e) Teaching and collaborative research project, conferences, seminars, certificate courses and workshops, etc.
  - f) Exchange of information in the areas of learning, teaching and research requirements by sharing library/laboratory resources, publications and patents.
  - g) Bilateral programmes and/or projects between Parties that will mutually benefit the Parties; and
  - h) Any other areas of co-operation in the field to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.
3. The Parties will have the right to use and publish any information derived from implementing the cooperation in respect of any area stated in paragraph 1 provided that written consent is obtained from the other Party. In the event that one Party wishes to publish, disclose and/or present (in any form of disclosure) the data and/or the outcomes arising from this Memorandum of Understanding, the Party will submit a draft of each such publication or presentation to the other Party and give the right to have certain parts of the said publication or presentation to be removed or amended by the other Party itself. In any such publication, the contribution of the Parties will be acknowledged.

### **ARTICLE III**

#### **PROJECT STEERING COMMITTEE**

1. The Parties will establish a Project Steering Committee (hereinafter referred to as "Project Steering Committee") to review the implementation of this Memorandum of Understanding between the two Parties.

2. The Project Steering Committee will consider ways and means to promote the aforesaid objective and to ensure the proper coordination and implementation of its decisions and/or recommendations. The Project Steering Committee will also review the progress of the implementation of all understandings concluded between the Parties within the framework of this Memorandum of Understanding and take steps to ensure the active and prompt implementation of the understandings.
3. The Project Steering Committee will be chaired by the Vice-Chancellor of AIMST or alternatively by the related Faculty Dean of AIMST and by the Chairperson of SMVMCH or alternatively Dean of SMVMCH on behalf of SMVMCH, with participation by other relevant stakeholders of the Parties, as appropriate and mutually agreed upon by the Parties.
4. The Project Steering Committee will meet at a date and venue convenient to and decided upon by the Parties. In case of pandemic, virtual meetings can be conducted on convenient date.
6. The composition and procedure of the Project Steering Committee will be jointly decided upon by the Parties.
7. The decisions and other conclusions of the Project Steering Committee will be reflected in the minutes of the meeting and the Parties will take appropriate steps to implement these decisions and conclusions as soon as practicable.

#### **ARTICLE IV IMPLEMENTATION**

In the implementation of this Memorandum of Understanding, AIMST and SMVMCH will arrange the details of any activities to be carried out, recognizing that the exchange of any staff or materials will not necessarily be simultaneously reciprocal.

**ARTICLE V**  
**FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

**ARTICLE VI**  
**PARTICIPATION OF THIRD PARTY**

Either Party may invite the participation of a third party in the joint activities and/or programmes being carried out under this Memorandum of Understanding subject to written approval of the other Party. In carrying out such joint activities and/or programmes, the third party will be subject to all conditions and provisions of this Memorandum of Understanding unless the Parties agreed otherwise.

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**ARTICLE VII**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property (IP) rights will be enforced in conformity with the national laws, rules and regulations of the Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out :-

(i) jointly by the Parties and obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and

(ii) solely and separately by either Party and obtained through the sole and separate effort of either Party, will be solely owned by the Party concerned.

4. The Parties agree that if any joint projects are undertaken in the course during the active duration of the signed Memorandum of Understanding, they would follow the terms mentioned in paragraph 2 of Article II, to avoid any conflict pertaining to intellectual property (IP) ownership. Therefore, the Parties acknowledge and agree that separate contractual document(s) shall be entered into between AIMST and SMVMCH in relation to IP ownership and commercialization prior to starting any joint projects.

#### **ARTICLE VIII CONFIDENTIALITY**

1. Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding .
2. The Parties agree that the provisions of this Article will continue to be binding between the Parties notwithstanding the termination or suspension of this Memorandum of Understanding .

**ARTICLE IX  
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 Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

**ARTICLE X  
REVISION, MODIFICATION AND AMENDMENT**

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding .
2. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and shall form part of this Memorandum of Understanding .
3. Such revision, modification or amendment will enter into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**ARTICLE XI  
SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding will be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

**ARTICLE XII**  
**ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding will come into force on the date of signing and will remain in force for a period of five (5) years.
2. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to its intention to do so.
3. The termination of this Memorandum of Understanding will not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this Memorandum of Understanding.

**ARTICLE XIII**  
**APPLICABLE LAW**

1. This Agreement is subject to the laws of Malaysia and India.

**ARTICLE XIV**  
**ASSIGNMENT**

The agreement shall not be assigned in whole or part to any other party which is not part of this this agreement, without prior written consent of the other party of this agreement.

**ARTICLE XV  
STAMP DUTY**

1. Each party must bear its own costs arising out of the negotiation and preparation of this Agreement.
2. All stamp duty chargeable on this Agreement, on any instrument executed under it, and in respect of any transaction evidenced by this Agreement shall be borne equally by the parties.

**ARTICLE XVI  
NOTICE**

1. Any notice required to be given pursuant to this Agreement shall be in writing and may be delivered or posted by ordinary mail, postage prepaid, to the Party to which such notice is required to be given under this Agreement at the address below.

To **SMVMCH**

**Name**

**Designation**

Sri Manakula Vinayagar Medical College and Hospital,  
ADDRESS, Puducherry – 605 102.

Telephone no.:

Mobile phone no.:

Email: [principal@smvmch.ac.in](mailto:principal@smvmch.ac.in)

To **AIMST University:**

Dr. Geevaneswary Saththasivam

Director

AIMST University

Business Development Division, Jalan Bedong-Semeling  
08100 Bedong, Kedah Darul Aman, Malaysia  
Telephone no.: 604-429 8001  
Mobile phone no.: +60 12-461 5614  
Email: [geevaneswary@aimst.edu.my](mailto:geevaneswary@aimst.edu.my)

2. The addresses referred to in the preceding sub-clause may, from time to time, be changed by written notice.
  
3. Any notice given under this clause by post shall be deemed to have duly served at the expiration of three (3) clear days (i.e. excluding weekends or public holidays) after the time of such posting and production of any official post office receipt showing the time and date of posting shall be conclusive evidence of the time and date of posting.

**ARTICLE XVII**  
**ENTIRE AGREEMENT**

The terms of the agreement between the parties are those set out in this agreement and the schedules and no written or oral agreement or understanding made or entered into prior to the date of this agreement shall anyway be read or incorporated into this agreement.

**ARTICLE XVIII**  
**SUCCESSORS-IN-TITLE**

This agreement shall be binding on the respective heirs, personal representatives, receivers, successors-in-title and of the parties thereto.

**ARTICLE XIX  
PERSONAL DATA PROTECTION ACT 2010**

The parties agree to comply with all data protection provisions including, without limitation, the personal data protection act 2010 and any other applicable legislation relating to data protection.

**ARTICLE XX  
PROHIBITION OF CORRUPT PRACTICES**



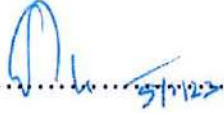

**Conflict of Interest**

1. Neither SMVMCH nor any of its representatives shall give to, or receive from, AIMST or its representatives any commission, fee, rebate, or any gift or entertainment of value in connection with this Memorandum of Understanding.
  
2. SMVMCH shall:
  - a. Promptly notify AIMST of any violation of this clause; and
  - b. Repay or credit to AIMST any consideration received as a result of such violation.
  
3. In addition to the rights AIMST has under this Memorandum of Understanding, if any violation of this Article occurring prior to the date of this Memorandum of Understanding resulted directly or indirectly in AIMST entering into this Memorandum of Understanding, AIMST may at its option terminate this Memorandum of Understanding at any time and (despite any other provision of this Memorandum of Understanding) pay no compensation or reimbursement to SMVMCH whatsoever after the date of termination.

## Anti-Corruption

1. Each Party shall:
  - a. comply with all applicable laws relating to anti-corruption including but not limited to regulations of the Malaysian Anti-Corruption Commission Act 2009, in connection with its conduct under this Memorandum of Understanding;
  - b. have and shall maintain in place throughout the term of the Memorandum of Understanding its own policies and procedures, to ensure compliance with the laws and will enforce them where appropriate; and
  - c. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Memorandum of Understanding.
  
2. Each Party shall ensure that any associate (as defined in Section 3 of the Malaysian Anti-Corruption Commission Act 2009) (hereinafter referred to as "Associate") who it involves in the performance of any obligations under this Memorandum of Understanding and/or the provision of support services does so only on the basis of a written agreement which imposes on and secures from such associate terms equivalent to those imposed on the Parties under this Article XXI. The Parties shall be responsible for the observance and performance by such associate of such terms and shall be liable to the other Parties for any breach by such associate of any such terms.
  
3. The Parties acknowledge and agree that any breach of this Article XXI (however trivial) shall be deemed to be an irremediable material breach of this Memorandum of Understanding.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed in their respective names by their duly authorized representatives.

FOR AIMST UNIVERSITY	FORSRI MANAKULA VINAYAGAR MEDICAL COLLEGE AND HOSPITAL
<p data-bbox="300 660 606 884"></p> <p data-bbox="129 891 663 925"><b>Prof. Datuk Dr. John Antony Xavier</b></p> <p data-bbox="150 945 639 978">Vice-Chancellor &amp; Chief Executive</p> <p data-bbox="268 999 518 1032">AIMST University</p> <p data-bbox="328 1052 678 1131">Malaysia 6/7/23</p> <p data-bbox="103 1196 304 1229">Witnessed by:</p> <p data-bbox="239 1196 718 1310"> 6/7/23</p> <p data-bbox="103 1305 620 1413"><b>Sr. Assoc. Prof. ChM Dr. Kathiresan V. Sathasivam FMIC</b> B.App.Sc (Hons), MSc, PhD (USM) Deputy Vice-Chancellor, Academic &amp; International Affairs AIMST UNIVERSITY</p> <p data-bbox="233 1527 550 1561"><b>Prof. Dr. P.K. Rajesh</b></p> <p data-bbox="223 1581 563 1615">Deputy Vice Chancellor</p> <p data-bbox="153 1635 632 1668">(Academic &amp; International Affairs)</p> <p data-bbox="193 1688 590 1722">AIMST University, Malaysia</p>	<p data-bbox="917 772 1141 884"> 5/7/23</p> <p data-bbox="879 891 1190 925"><b>Dr. D. Rajagovindan</b></p> <p data-bbox="975 945 1094 978">Director</p> <p data-bbox="746 999 1326 1032">Sri Manakula Vinayagar Medical College</p> <p data-bbox="943 1052 1126 1086">and Hospital <u>JAMB</u></p> <p data-bbox="995 1106 1070 1140">India</p> <p data-bbox="743 1196 948 1229">Witnessed by:</p> <p data-bbox="917 1355 1013 1489"> 5/11/23</p> <p data-bbox="911 1527 1153 1561"><b>Dr. R. N. Kagne</b></p> <p data-bbox="991 1581 1074 1615">Dean</p> <p data-bbox="743 1635 1326 1668">Sri Manakula Vinayagar Medical College</p> <p data-bbox="943 1688 1126 1722">and Hospital <u>JAMB</u></p> <p data-bbox="995 1742 1070 1776">India</p>

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