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DATED THE 22 DAY OF 12 (Mth/Year) 2017

MEMORANDUM OF UNDERSTANDING
("MOU")

BETWEEN

LINTON UNIVERSITY COLLEGE AND ITS AFFILIATED
INSTITUTIONS

AND

AMRUTVAHINI COLLEGE OF ENGINEERING
SANGAMNER INDIA

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The following parties have entered into this Memorandum of Understanding (hereinafter referred to as "MOU" on the abovementioned date ("hereinafter referred to as Effective Date").

BETWEEN

LINTON UNIVERSITY COLLEGE (Reg. No: DKU012(N) representing its affiliate institutions namely, Institut Teknologi Pertama (Reg. No. N4P4023), Institut Jati (Reg. No: DK024(N)), and Institut Antarabangsa Sains Mantin (Reg. No: DK026(N)) (hereinafter referred to as "**LUC & ITS AFFILIATES**") of the one part.

AND

AMRUTVAHINI COLLEGE OF ENGINEERING, PUNE UNIVERSITY (Company No: **XX**), a company incorporated in India under the Higher Educational Institutions Act, 1996 (IPTS Registration No.: DK228(S)) and having its registered office address at City Campus. **XXX**, (ADDRESS) (hereinafter referred to as "**ACE**") of the second part;

LINTON UNIVERSITY COLLEGE and **XXX** shall be collectively referred to as "**the Parties**" and individually as "**the Party**".

PREAMBLE:-

A **LUC & ITS AFFILIATES** are private higher educational institutions which provides educational services in the areas including but not limited to humanities, sciences, business, engineering, accounting & finance and arts & design.

AMRUTVAHINI COLLEGE OF ENGINEERING, PUNE UNIVERSITY (Company No: **XX**), a company/institution incorporated in Malaysia under the Companies Act, 1965, for the purpose of managing **XXX**, an institution of higher learning established and registered in Malaysia under the Private Higher Educational Institutions Act, 1996 (IPTS Registration No.: DK228(S)) and having its registered office address at _____.

B Based on the above, **LUC & ITS AFFILIATES** and **AMRUTVAHINI COLLEGE OF ENGINEERING** are desirous in entering into this MOU with the view to enhance academic and training programmes through the provision of academic and professional programmes and other academic activities.

IT IS AGREED BY BOTH PARTIES as follows:-

1. OBJECTIVES

The Parties agree that the objectives (**hereinafter referred to as the "Objectives"**) of this MOU are as follows:-

1.1 To create a cooperation between the two parties from the perspective of promoting university-institution partnership. Forms of cooperation include:

- a. Industrial Training Placement
- b. Student Exchange Programme
- c. Staff Attachment
- d. Sharing Expertise
- e. Sharing Facilities
- f. Consultancy Services
- g. Courses, lectures, workshops, seminars, and Symposium with Industry
- h. Appointment of Visiting Professor

1.2 Both parties agree that their cooperation will include, but not be limited to the following areas:

- a. The promotion of exchange of faculty members and/or researchers from both Institutions;
- b. Promotion of collaborative research and collaborative publication of research result by faculty members and researchers from both institutions;
- c. Promotion of the exchange of students from both institutions covering both Institutions covering both undergraduate and that of postgraduate students;
- d. Facilitation of the mutual exchange in the use of research laboratories and centers, libraries and assorted administrative bodies of each institution; and
- e. Jointly organized conferences/seminars that will bring mutual benefits to both parties.
- f. Other related areas that may arise in the future.

2. PARTIES' RESPONSIBILITIES

In order to achieve the Objectives, **LUC & ITS AFFILIATES** and **ACE PUNE UNIVERSITY** shall co-operate and use reasonable efforts with respect to all steps required to effect the following:-

- 2.1. to enter into a formal agreement which will enable students from ACE PUNE UNIVERSITY to integrate into LUC & ITS AFFILIATES's diploma, degree, masters and professional programmes upon such terms mutually agreeable by both Parties; and
- 2.2. to promote both students and staff, the possibilities of studies and training in their partner institutions.

3. OTHERS

- 3.1. The Parties undertake to make reasonable efforts to effect the implementation and development of specific projects or activities within the framework of this MOU through meetings, exchanges of letters and other formal instruments. Each of the Parties shall be responsible for coordinating the implementation of its side of the activities. Each of the Parties shall assign a person to be in charge of implementing and maintaining this MOU and negotiating and managing any changes.
- 3.2. The Parties shall consult together upon request of either Party regarding any matter relating to the terms of the MOU and shall endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstanding, which may arise. The Parties shall ensure that the activities considered in this memorandum or its schedules comply with all applicable laws, especially Malaysian laws.
- 3.3. This MOU shall take effect from the Effective Date and shall be valid for the period of five (5) years unless and otherwise terminated in accordance with Clause 3.4 of this MOU. This MOU may be renewed by either Party by giving to the other Party not less than three (3) months written notice before the end of this MOU period. This MOU shall form the framework for any formal agreement(s) to be drawn up between the Parties.
- 3.4. This MOU may be modified by mutual determination of the Parties and may be terminated by either party by giving three (3) months prior written notice to the other Party without legal effect. Any programme or activity that has been approved or implemented at the time of termination of this MOU shall be allowed to proceed until its schedule completion, unless otherwise be agreed upon by both parties.
- 3.5. Notwithstanding the expiry or the earlier termination of this MOU, the obligations of the Parties in clause 3.12 herein shall survive and remain binding on the Parties for a period of three (3) years from the expiry or the earlier termination of this MOU (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 3.3 herein.
- 3.6. The Parties will procure that at all times keep confidential and will not disclose to any third parties, persons or individual any confidential information acquired by LUC & ITS AFFILIATES and XXX in connection with this MOU unless otherwise authorized in advance in writing by either Party.
- 3.7. This MOU will not give rise to any financial obligation by one Party to another.
- 3.8. Nothing to this MOU shall prevent the Parties from contracting with third Parties on a similar basis with regards to the subject matter of this MOU.

- 3.9. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This MOU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 3.10. Any notice to be given hereunder by either Party to the other may be sent by facsimile transmission or by first class recorded delivery paid post addressed to the address of the other Party as follows:-

LUC & ITS AFFILIATES Vice Chancellor
KolejUniversiti Linton (LUC & ITS AFFILIATES)
Administration Block, Ground Floor,Persiaran UTL,
Bandar UniversitiTeknologiLegenda, (BUTL) Batu 12,
71700 Mantin, Negeri Sembilan DarulKhusus
Tel No : 06-7587888
Fax No: 06-7587599
[Attn : DR KAMIS BIN AWANG]

XXX Chief Executive Officer
AMRUTVAHINI COLLEGE OF ENGINEERING
PUNE UNIVERSITYADDRESS)
Fax No. XX
[Attn: XXX]

- 3.11. The Parties hereby agree that this MOU is not meant to be conclusive or exhaustive and not binding on the Parties hereto. Instead this MOU outlines the general understanding and the framework for mutual cooperation between the Parties and is aimed at paving the way to enter into any formal agreement(s), this MOU shall be deemed to be of effect whatsoever.
- 3.12. This MOU, as well as any other documents and information given by any Party pursuant to this MOU, shall be deemed to be Confidential Information, and may not be disclosed to any third party or used by any party for any other purpose without the prior written consent of the other Party unless the relevant Party is required to disclose by applicable laws or regulations.
- 3.13. 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.

- 3.14. Notwithstanding the statements and obligations herein, this MOU shall not create a legal relationship between the Parties under domestic or international laws and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorized representatives of LUC & ITS AFFILIATES and XXX. Save for the breach of clause 3.12 herein, this MOU will not give rise to any legal process between the Parties.
- 3.15. The terms stipulated in this MOU 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.
- 3.16. This MOU shall be governed and interpreted in accordance with the laws of Malaysia.
- 3.17. The Parties agree that all disputes arising pursuant to this MOU shall be resolved by way of negotiations and discussions and with a view to an amicable settlement and mutual benefit of the Parties without reference to any third party or, local or international tribunal.
- 3.18. Nothing contained herein is to be constituted as a joint-venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.
- 3.19. 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.
- 3.20. 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 unless 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.
- 3.21. 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 MOU in accordance with the spirit of close cooperation and mutual assistance.

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IN WITNESS WHEREOF the Parties hereto have caused this Memorandum of Understanding to be signed in their respective names on the day and year first above written.

SIGNED by

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For and on behalf of

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**LINTON UNIVERSITY COLLEGE
AND ITS AFFILIATES**

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.....
Name of Signatory:

**DR KAMIS BIN AWANG
VICE CHANCELLOR**

in the presence of:

Name of witness:

Designation:

SIGNED by

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For and on behalf of

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**Amrutvahini College of Engineering,
Sangamner**

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Name of Signatory:

**Mr. Anil B. Shinde
CHIEF EXECUTIVE OFFICER**

in the presence of:

Name of witness: Dr. M.A. Venkatesh

Designation: Principal, AVCOE, Sangamner