



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UOW Malaysia KDU, KUALA LUMPUR, MALAYSIA
AND
DR.M.G.R EDUCATIONAL AND RESEARCH INSTITUTE
UNIVERSITY, INDIA
ON
ACADEMIC AND RESEARCH COLLABORATION**

Article 1

- 1.1 Dr. M.G.R Educational and Research Institute, Deemed to be University and UOW Malaysia KDU in the confident expectation that cooperation between their respective institutions will contribute to academic development and promote research related activities, have reached this Memorandum of Understanding.
- 1.2. The purpose of this Memorandum of Understanding (**MOU**) is to set out the basic consensus about respective roles and responsibilities of the Parties in working cooperatively to develop and carry out collaborative activities in furtherance of the common interest of the institutions, by:
- a) Short-term exchanges of faculty members and students for study and research
 - b) Exchange of invitations to scholars for lectures, talks and sharing of experience
 - c) Promote and joint research activities and publications
 - d) Exchange of information on professional experience in fields of interest to both institutions
 - e) Exchange of invitations to scholars to participate in conference and symposium
 - f) Dual degree programs
 - g) Short term courses for the students

Article 2

- 2.1 In order to materialize such a cooperative relationship, the two Parties agree on the following specifics:
- a) Each Party will nominate one of its members as its representative in charge of the cooperative program. Individual programs of work under this Memorandum will be jointly planned and conducted by the representatives in charge of each of the Parties.

- b) Progress of work by the individual program will be reviewed and approved by designated project officers of both parties. It is anticipated that a detailed plan of joint activities will be completed by the nominees of both parties.
 - c) The final approval of any project will be dependent upon the availability of guaranteed support funds.
 - d) if either Party (Party A) invites researchers from the other Party (Party B) to the conferences or symposia held by Party A, then Party A may agree to cover the reasonable travel expenses for the Party B researchers – each time, these costs are to be agreed upon in advance in writing between the Parties and Vice versa
 - e) Neither UOW Malaysia KDU nor Dr. M.G.R Educational and Research Institute, University will be held responsible for any liability whatsoever, furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this agreement relates.
- 2.2. Both Parties are committed to maintaining a constructive and cooperative working relationship.
- 2.3. Each specific program and activity that is implemented under the terms of this MOU shall be mutually discussed by both institutions.

Article 3

- 3.1 This Memorandum of Understanding commences in the date it is signed by representatives of each party and be effective for five years. It can be extended by mutual consent of both parties in writing.
- 3.2 This Memorandum of Understanding is effective as of the date of execution by the appropriate Officer of each signatory institution.

Article 4

- 4.1 This MOU imposes no financial obligations on either Party.
- 4.2 Each Party will be responsible for its own expenses arising in connection with this MOU, and any actions taken by a Party in reliance on this MOU will be at that Party's own risk.
- 4.3 Both Parties understand that all financial arrangements must be negotiated and agreed in writing, and will depend on the availability of funds.
- 4.4 Neither Party will have any right to any reimbursement, payment or compensation of any kind whatsoever from the other Party for any cost or expense which may be incurred or sustained directly arising under this MOU.

Article 5

- 5.1 For the purposes of this MOU, "Intellectual Property" means all rights, titles and interests, whether registered or not, in copyright, inventions, patents, knowledge, know-how, trade secrets, expertise, trademarks, designs, scientific discoveries and logos.
- 5.2 Each Party owns its Intellectual Property that was in existence as at the commencement of this MOU and that Intellectual Property remains the property of that Party.
- 5.3 A Party (**Party A**) must not use the Intellectual Property of the other Party (**Party B**) or its affiliates, whether explicitly or by implication, without the prior written approval of Party B.
- 5.4 Approval by Party B for the use of its Intellectual Property does not confer upon Party A any other rights, goodwill or other proprietary interest in Party B's Intellectual Property and the use of such Intellectual Property must comply with Party B's rules, regulations, policies and any conditions it may impose.

Article 6

- 6.1 If Intellectual Property is created as a result of, or in direct connection with the activities relating to this MOU (Developed Intellectual Property), then:
 - a) the Parties agree to negotiate fair and reasonable terms for the use, ownership, licensing and acknowledgement requirements of such Developed Intellectual Property; and
 - b) the ownership of such Developed Intellectual Property shall be proportionate to each Party's specific contribution, unless otherwise agreed in writing by the Parties.
- 6.2 Nothing in Article 6.1 is intended to limit a Party's right with respect to its own Intellectual Property, including results, that it created, developed or produced independently, from its own sample or own information, without any input or contribution whatsoever from the other Party.
- 6.3 Prior to the submission of any application for the protection of rights to Developed Intellectual Property, a Party must first obtain the other Party's prior written consent.

Article 7

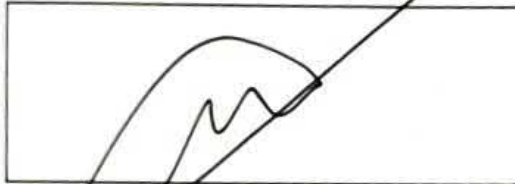
- 7.1 Each Party (a Recipient) will keep confidential any information that it receives from the other Party (Disclosing Party) which is marked confidential or which the Disclosing Party notifies the Recipient as confidential (Confidential Information).
- 7.2 A Recipient may disclose the Disclosing Party's Confidential Information to its staff, personnel and employees (Personnel) where those Personnel are employed or engaged in the activities directly relating to the subject matter of this MOU.

7.3 The obligation of confidentiality in Article 7 shall survive the termination of this MOU and shall remain binding on the Parties.

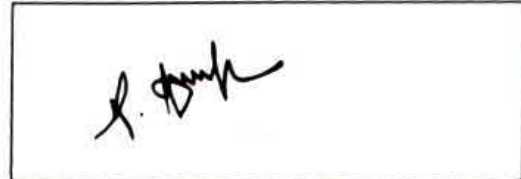
Article 8

8.1 This Memorandum of Understanding is subject to change, renewal, and termination by mutual consent. Any alteration or amendment to this MOU must be made in writing, then agreed to and accepted by both institutions.

8.2 This Memorandum of Understanding is signed in two identical copies in English, of which each signatory receives one copy.



UOW Malaysia KDU University College
Vice-Chancellor



Dr. M.G.R Educational and Research
Institute, University, India
President

Date: 29/03/2023

Date: 29/03/2023