



MEMORANDUM OF UNDERSTANDING

BETWEEN

**AIMST UNIVERSITY
MALAYSIA**

AND

**NIRMALA COLLEGE OF PHARMACY,
MUVATTUPUZHA, KERALA, INDIA**

THIS MEMORANDUM OF UNDERSTANDING made this 28th day of April 2022 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

NIRMALA COLLEGE OF PHARMACY, a private institution managed by Nirmala College of Society (Reg. No. ER 928/2001) affiliated to Kerala University of Health Sciences, Thrissur with its registered address at, Muvattupuzha, Ernakulam (Dist.), Kerala - 686 661, India (hereinafter referred to as "**NCP**"), of the other part

(AIMST and NCP 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 pharmacy 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 internship, study visit, and or industrial visit, etc.
 - b) Franchise programme and/or credit transfer for pathway study progression and/or joint, degree and/or twinning programmes
 - c) Faculty staff mobility including e.g. guest lecture and co-lecture, visiting
 - d) Teaching and collaborative research project, conferences, seminars and workshops, etc.
 - e) Exchange of information in the areas of learning, teaching and research requirements

- f) Bilateral programmes and/or projects between Parties that will mutually benefit the Parties; and
 - g) 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 Registrar of AIMST or alternatively by the Faculty Dean of Pharmacy of AIMST and by the Administrator of NCP or alternatively Principal on behalf of NCP, 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.
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 NCP 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.

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 NCP 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

This Agreement is subject to the laws of Republic of India and the courts of Kerala, India shall have the exclusive jurisdiction.

ARTICLE XIII 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 Nirmala College of Pharmacy

Dr. Christopher Parayil Varghese

Professor

Nirmala College of Pharmacy

Address Muvattupuzha, Ernakulam (Dist.), Kerala - 686 661, India

Telephone no.: +60485-2836888

Email: christopher@gmail.com

To AIMST University:

Dr. Ng Yen Ping

Dean, Faculty of Pharmacy

AIMST University,

Jalan Bedong-Semeling

08100 Bedong, Kedah Darul Aman, Malaysia

Telephone no.: 604-4298 000 ext: 1285

Mobile phone no.: +6016 - 831 1636

Email: ngyenping@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 XX 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 XXI
PROHIBITION OF CORRUPT PRACTICES

Conflict of Interest

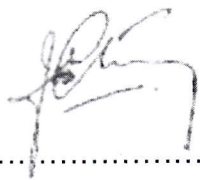
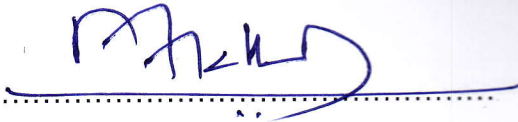
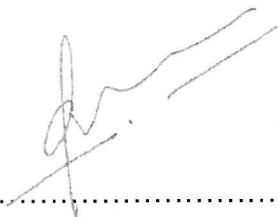
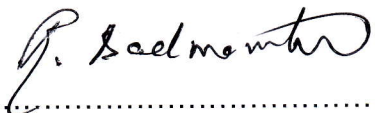
1. Neither NCP nor any of its representatives shall give to, or receive from, AIMST or its representatives any commission, fee, rebate, or any gift or entertainment of value in connection with this Memorandum of Understanding.
2. NCP shall:
 - a. Promptly notify AIMST of any violation of this clause; 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 NCP whatsoever after the date of termination.
4. AIMST shall:
 - a. Promptly notify NCP of any violation of this clause; and
 - b. Repay or credit to NCP any consideration received as a result of such violation.
5. In addition to the rights NCP 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 NCP entering into this Memorandum of Understanding, NCP 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 AIMST whatsoever after the date of termination.

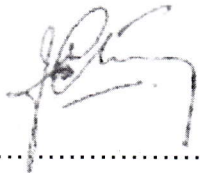
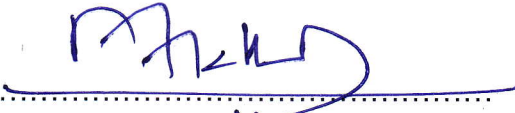
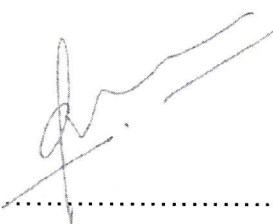
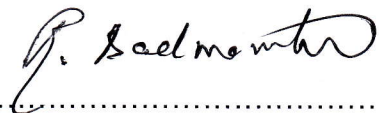
Anti-Corruption

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	NIRMALA COLLEGE OF PHARMACY
 Prof. Datuk Dr. John Antony Xavier Vice-Chancellor & Chief Executive AIMST University	 Fr. Jos Mathai Mailadiath Administrator Nirmala College of Pharmacy
Witnessed by:  Prof. Dr. P.K Rajesh Deputy Vice Chancellor (Academic & International Affairs) AIMST University	Witnessed by:  Prof. Dr. Badmanaban R Principal Nirmala College of Pharmacy

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	NIRMALA COLLEGE OF PHARMACY
 Prof. Datuk Dr. John Antony Xavier Vice-Chancellor & Chief Executive AIMST University	 Fr. Jos Mathai Mailadiath Administrator Nirmala College of Pharmacy
Witnessed by:  Prof. Dr. P.K Rajesh Deputy Vice Chancellor (Academic & International Affairs) AIMST University	Witnessed by:  Prof. Dr. Badmanaban R Principal Nirmala College of Pharmacy

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