



MEMORANDUM OF UNDERSTANDING

BETWEEN

CURTIN UNIVERSITY, MALAYSIA

AND

Dr. N.G.P ARTS AND SCIENCE COLLEGE, INDIA

2024

This Memorandum of Understanding is made on this day 20 February 2024

BETWEEN

CURTIN UNIVERSITY MALAYSIA, incorporated as a University pursuant to the Private Higher Educational Institutions Act 1996 Registration No. KPT/JPT/DFT/US/Y02 DULN003(Q), owned and managed by Curtin (Malaysia) Sdn Bhd Company Registration No.199801008086 (464213-M), a company incorporated and registered under the Companies Act, 2016 in Malaysia with its registered address at Lot 12732, Block 5 Kuala Baram Land District, Lutong, CDT 250, 98009 Miri, Sarawak, Malaysia (hereinafter referred to as “**Curtin**”) of the one part.

AND

Dr. N.G.P. ARTS AND SCIENCE COLLEGE, with MoE - AISHE CODE: C - 41054 with its registered address at Dr. N.G.P. - Kalapatti Road, Coimbatore – 641048, Tamil Nadu, India and shall include its lawful representatives and permitted assigns (hereinafter referred to as “**Dr. NGPASC**”);

(Both Curtin and Dr. NGPASC shall hereinafter be referred to singularly as “**the Party**” and collectively as “**the Parties**”)

WHEREAS

- A. CURTIN UNIVERSITY MALAYSIA is an established University which strives to enhance and strengthen its research capabilities and has taken various initiatives to complement its educational excellence as well as entered into various collaborative arrangements with various parties to enhance research and academia. CURTIN caters to the needs of local and international students in providing quality educated and demand-driven research. CURTIN courses are internationally renowned and are equivalent to those offered at Curtin University, Australia.
- B. Dr. N.G.P. Arts and Science College is a co-educational self-financing autonomous institution, affiliated to Bharathiar University, Coimbatore, Tamil Nadu. offering undergraduate, postgraduate & doctoral programmes in Arts, Science and Management.

The institution is recognized under 2(f) & 12(B) and conferred autonomous status during the academic year 2015-16 by University Grants Commission, New Delhi and is accredited with A++ Grade (3rd Cycle) by NAAC. Eight science departments are recognized under DBT-STAR Scheme.

- C. The Parties are desirous of entering into this Memorandum of Understanding (hereinafter be referred to as “**MoU**”) to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING ON THE FOLLOWING MATTERS;

1. OBJECTIVE

- 1.1 The MoU sets out the framework and areas of academic cooperation which may be of mutual interest and benefit to both Parties. In order to pursue the above objectives and forms of cooperation, either Party may also propose fields of cooperation of mutual benefit for consideration by the other Party.

2. AREAS OF COOPERATION

Both parties agree to encourage the following activities, in particular, to promote academic cooperation in the following areas:

- 2.1) Joint education and research activities
- 2.2) Exchange of faculty members for research, lectures, and discussion
- 2.3) Exchange of students for study and research
- 2.4) Exchange of academic materials and academic publications
- 2.5) Organization of joint academic and scientific conferences

3. FINANCIAL ARRANGEMENTS

- 3.1 This MoU will not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party will bear its own cost and expenses in the implementation of this MoU.

4. EFFECT OF THIS MEMORANDUM OF UNDERSTANDING

This MoU is not intended to be legally binding but it simply expresses the intentions and understanding between both Parties. The Parties may enter into a legally binding Memorandum of Agreement while incorporating terms from this MoU.

5. NO AGENCY

The relationship between the Parties will be non-exclusive in nature. The MoU does not prevent a Party from entering into arrangements with other third parties. Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or to make either Party the agent of the other.

6. ENTRY INTO EFFECT AND DURATION

6.1 This MoU shall become effective from the date of signing by both Parties herein.

6.2 This MoU will remain in effect for a period of five (5) years.

6.3 This MoU may be extended for such further period as agreed in writing by both Parties.

7. REVISION, VARIATION AND AMENDMENT

7.1 Either Party may request in writing a revision, variation or amendment of this MoU.

7.2 Any such revision, variation or amendment agreed to by the Parties in any clause of the MoU shall be mutually agreed by both the parties.

7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

8. TERMINATION

This MoU may be terminated by either Party with a minimum of THIRTY (30) days written notice from one Party to the other. Activities in progress at the time of termination of this MoU shall be permitted to conclude as planned unless otherwise agreed.

9. NOTICES

Any communication between the Parties under this MoU shall be in writing in the English language and delivered by registered mail to the postal address or sent to the electronic mail address as stated herein, be deemed to be duly given or made when delivered to the recipient at such postal address or electronic mail address.

To Curtin University:

CURTIN UNIVERSITY, MALAYSIA

Lot 12732, Block 5 Kuala Baram Land District, Lutong, CDT
250, 98009 Miri, Sarawak, Malaysia

Attention: Associate Professor Dr Sivaraman Eswaran

Tel no. : (6085) 630 100

E-mail : sivaraman.eswaran@curtin.edu.my

foes.admin@curtin.edu.my and enquiries@curtin.edu.my

To Dr. N.G.P. Arts and Science College:

DR. N.G.P. ARTS AND SCIENCE COLLEGE

Dr. N.G.P. - Kalapatti Road,

Coimbatore - 641048. Tamil Nadu, India.

Attention: Principal

Tel no: +91 4222369-220

E-mail: principal@drngpasc.ac.in, drramamurthi@drngpasc.ac.in

10. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1. The enforcement of intellectual property rights should align with the national laws, rules, and regulations of both parties involved.
- 10.2 The use of the name, logo and/or official emblem of one Party by the other on any publications, document and/or paper is prohibited without the prior written approval of the Parties herein.
- 10.3 The Parties agree that neither of them shall gain by virtue of this MoU any rights of ownership or any other interest, right, or title of copyrights, patents, trade secrets, trademarks, or any other intellectual property rights owned by the other Party. Provided that where specific agreements are signed after this MoU is entered into, treatment of intellectual property rights should be as per the individual agreements otherwise the following shall apply: -
- 10.3.1) any and all works developed in the course of performing obligations pursuant to this MoU and all new inventions, innovations, or ideas developed by a Party in the course of performance of its activities under this MoU will belong to the said Party who develops it;
 - 10.3.2) any intellectual property rights created through joint activity and efforts of both Parties, shall jointly own them.

11. CONFIDENTIALITY

- 11.1 Each Party shall undertake to observe the confidentiality of documents, information and other data received from or supplied to, either Parties during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 11.2 For purposes of paragraph 11.1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and /or solutions in any form, including but not limited to any document, information or data which is designated in

writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

11.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

11.4 The confidentiality obligations shall not apply, however, to any information which:

11.4.1) is in the possession of, or was known to, the receiving party prior to its disclosure, without an obligation to maintain its confidentiality;

11.4.2) is or becomes generally known to the public without violation of this provision;

11.4.3) is obtained by the receiving party from a third party having the right to disclose it, without the obligation to keep such information confidential;

11.4.4) is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information; and

11.4.5) is required to be provided under any law, or process of law duly executed.

12. SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order, public health, or any other forms of force majeure to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

13. SETTLEMENT OF DISPUTES

13.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties herein, through diplomatic channels without reference to any third party.

13.2 This MoU shall be governed by and construed in accordance with the Laws of Malaysia.

14. SEVERABILITY

If any provision of this MoU herein contained or part thereof or such document incorporated hereto is rendered void, illegal or unenforceable for whatever reason in any respect under any law, it is hereby declared that such Clause or document so affected shall not in any way affect or impair the validity, legality or enforceability of the other terms or provisions herein contained which shall remain in full force and effect provided that such invalidity or unenforceability shall not substantially nullify the underlying intent of this MoU and shall be deemed to be an independent provision and the Parties hereto shall be at liberty to have such provision severed from the rest of this MoU.

15. TIME IS OF THE ESSENCE

Time, wherever mentioned herein, shall be deemed to be of the essence of this MoU.

16. INTERPRETATION

This MoU constitutes the entire understanding reached between the Parties in relation to its subject matter and supersedes all prior understandings whether oral or written with respect to such subject matter and no variation of this MoU shall be effective unless reduced to writing and signed by each of the Parties herein.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the Parties have hereunto caused this Memorandum of Understanding to be duly executed as at the date first above mentioned.

Signed for and behalf of
**CURTIN UNIVERSITY
MALAYSIA**



.....
**PROFESSOR SIMON LEUNIG
Pro Vice-Chancellor & President
Chief Executive**

Signed for and behalf of
**Dr. N.G.P ARTS AND SCIENCE COLLEGE
INDIA**



.....
**Dr. K. RAMAMURTHI
Principal**

Witnessed by:



.....
**PROFESSOR TUONG THUY VU
Dean,
Faculty of Engineering and Science**

Witnessed by:



.....
**Dr. F. MARY MAGDALENE JANE
Dean,
Computer Science**