

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INSTITUTE OF TECHNOLOGY PETRONAS  
SDN. BHD.**

**AND**

**ANNA UNIVERSITY**



**UNIVERSITI  
TEKNOLOGI  
PETRONAS**



**PROGRESS THROUGH KNOWLEDGE**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the “MoU”) is made and entered into this     day of                     2024.

**BETWEEN:**     **INSTITUTE OF TECHNOLOGY PETRONAS SDN. BHD.** [Company No. 199501023672 (352875-U)], a company incorporated in Malaysia and having its registered address at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur (hereinafter referred to as “ITPSB”);

**AND:**           **ANNA UNIVERSITY**, an affiliating type of University by bringing together all the Engineering Colleges in the State of Tamil Nadu under one umbrella and having its registered address at Sardar Patel Road, Anna University, Chennai – 600 025, Tamil Nadu (hereinafter referred to as “AU”).

(ITPSB and AU are collectively referred to as the “Parties” and individually as the “Party”).

**WHEREAS:**

- A. ITPSB, a subsidiary of PETRONAS, owns and manages Universiti Teknologi PETRONAS (hereinafter referred to as “UTP”), a private higher learning institution established under Private Higher Educational Institutions Act 1996 located at Bandar Seri Iskandar, Perak.
- B. AU was named after Late Dr.C.N.Annadurai, former Chief Minister of Tamil Nadu. It offers higher education in Engineering, Technology, Architecture and Applied Sciences relevant to the current and projected needs of the society.
- C. The Parties desire to establish a collaboration to enhance their respective scientific, technical, engineering and education competencies and to develop beneficial programmes pursuant thereto (hereinafter referred to as the “Collaboration”).
- D. The Parties have accordingly agreed to enter into this MoU to outline the understanding of the Parties in relation to the scope and objectives of the Collaboration and the respective rights and responsibilities of the Parties thereto.

**NOW THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF THE COLLABORATION**

1.1 The Parties shall, at their discretion hereto, collaborate in the following areas:

1.1.1 Academic Collaboration

- Joint organization of virtual lecture program, seminars, and conferences.
- Visiting professor on sharing of knowledge and expertise.

- Appointment of external examiner
- Conduct and delivery of short-term courses.

#### 1.1.2 Mobility/Exchange Programme

- Staff Mobility Programme includes sabbatical, post-doctoral works or research attachment.
- Student Mobility Programme includes exchange, research attachment and cultural programmes.
- Student Internship Programme.

#### 1.1.3 Any other activities that the Parties deem mutually beneficial.

In the event the Parties mutually agree to pursue any of the abovementioned activities, a separate written document shall be entered into to detail out the roles and obligations of the Parties.

- 1.2 Each Party shall use all means reasonably available to it subject to ordinary budgetary and financial constraints so as to ensure successful implementation of the Collaboration and the Parties shall use their best endeavour to collaborate in good faith to the best interest of all Parties.

## 2. CONFIDENTIALITY

- 2.1 The Parties agree that the Collaboration may involve the disclosure of certain confidential information of the Parties respectively. For the purpose of this MoU, the term “Confidential Information” refers to any and all information including but not limited to information pertaining to curriculum, courses, syllabus, teaching materials, research activities and technical information made available by a Party (“Disclosing Party”) to the other Party (“Receiving Party”) during the course of the Collaboration. All “Confidential Information” shall be marked or identified as “CONFIDENTIAL” in writing and in a conspicuous manner at the time it is disclosed to the Receiving Party.
- 2.2 The Receiving Party hereby covenants to keep in strict confidence all Confidential Information and undertakes not to divulge or disclose the Confidential Information to any third party without specific written permission of the Disclosing Party. The confidentiality obligations hereunder shall not apply to the Confidential Information which:
- a. is or has become obsolete or is already in the public domain without any breach of the provisions in Clause 2 herein;
  - b. is already in the possession of the Party prior to the execution of this MoU;
  - c. is independently developed or obtained by the Party;

- d. is obtained by the Party from any third party without confidentiality obligations; or
- e. a court of competent jurisdiction or any governmental or regulatory body orders to disclose the Confidential Information, provided however, that such disclosure is limited to that which is required to be disclosed.

2.3 The provision of this Clause 2 shall survive the expiry or termination of this MoU.

### **3. INTELLECTUAL PROPERTY**

3.1 For the purpose of this MoU, Intellectual Property Rights shall include all data, specifications, materials, research activities and technical information solutions, drawings, know-how and technical information developed, obtained, created, written, prepared or discovered, whether patentable nor not, arising from the Collaboration or otherwise brought into existence pursuant to this MoU. Specifically:

- a. Background Intellectual Property Rights shall include any Intellectual Property Rights that are possessed by each Party prior to the commencement of this MoU and/or developed independently by the Parties. Any Background Intellectual Property Rights that are made available as between the Parties for the performance of the Collaboration shall remain the separate property of the Party making such Background Intellectual Property Rights available, and nothing in this MoU shall be construed to grant any implied license to the other Party to use such Background Intellectual Property Rights other than in performance of this Collaboration.
- b. Foreground Intellectual Property Rights shall include any Intellectual Property Rights that arise, or are obtained or developed, created, written, prepared and discovered jointly by the Parties, arising or otherwise brought into existence pursuant to this Collaboration.

3.2 The ownership of all Foreground Intellectual Property Rights arising out of the Collaboration shall be expressly subject to a separate written agreement to be mutually agreed by the Parties.

### **4. DURATION, TERMINATION AND WITHDRAWAL**

4.1 Duration

- a. This MoU shall come into effect upon signing by the Parties and remain in force for a period of three (3) years. The Parties may, by a three (3) month written notice to the other before expiry of the MoU, apply to extend this MoU on mutually agreed terms failing which this MoU shall lapse and shall be of

no further effect and neither Party shall have any further claims against the other thereafter.

- b. Without prejudice to the provisions in (a) above, the Parties may in the course of implementation of the terms of this MoU, execute a formal Collaboration Agreement or any other such written agreements in respect of any developments and/or expansion to the scope of the collaboration arising from the MoU.

#### 4.2 Termination and Withdrawal from the MoU

- a. Either Party may terminate or withdraw from this MoU for any reason whatsoever by providing to the other Party a three (3) month written notice of its intention to terminate or withdraw from this MoU.
- b. Upon termination of this MoU, neither Party shall be liable to the other in respect of any claims, damages, costs or expenses of any nature except for those rights arising from Clause 2 herein before provided.

### 5. COST AND EXPENSES

Each Party shall bear its own costs and expenses incurred in the preparation, execution, stamping and implementation of this MoU.

### 6. DISCLAIMER

Each Party shall be solely responsible for its own acts and omissions (and the acts and omissions of its directors, employees, consultants and other agents) and no Party shall have the authority nor shall it purport to act for, or legally binds, the other Party in a transaction with a third party except as authorised in writing by the Parties.

### 7. GOVERNING LAW

This MoU shall be governed by and construed in accordance with the laws of Malaysia, and Parties shall also observe and comply with all the laws, rules, and regulations of each Party's country where this MoU or any portion thereof is performed.

### 8. RELATIONSHIP OF THE PARTIES

Nothing contained in this MoU shall be construed as establishing or creating between the Parties a relationship of master-and-servant or of principal-and-agent. The relationship between the Parties shall be that between equal independent contractors.

### 9. NON-BINDING OBLIGATIONS

- 9.1 The Parties do hereby agree, declare, covenant and undertake that this MoU outlines the understanding between the Parties with regard to the subject matter herein and may be subject to change or variation at the absolute discretion of the Parties herein, in the course of implementation of the collaboration, provided always that such discretion is exercised only upon mutual consent of the Parties.
- 9.2 The Parties do further hereby agree, declare, covenant and undertake that except where it is specifically provided herein, the MoU is not intended to create any legal obligations and shall not be legally binding on the Parties hereto.

## **10. NAME, OFFICIAL EMBLEM AND LOGO**

- 10.1 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.
- 10.2 Any use of the Brand Materials for the purposes stated in Clause 10.1 above shall 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.

## **11. MISCELLANEOUS**

- 11.1 The official language to be used for execution and cooperation under this MoU shall be English.
- 11.2 Any amendment or modification to this MoU shall be made upon mutual consent of the Parties vide a written notice executed by the duly authorised representative(s) of each Party hereto.
- 11.3 A waiver of any of the rights or remedies available to any Party hereto shall not be valid and effective unless expressed in writing and executed by the duly authorised representative(s) of the Party. Such a waiver by any of the parties hereto shall not be construed as a waiver in respect of any other breach, antecedent or future.
- 11.4 Each Party shall be solely responsible for their respective tax implications (if any) arising out of the performance of the terms and conditions of this MoU.
- 11.5 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.

- 11.6 Nothing in this MoU shall create, imply or evidence any partnership or joint ventures or reflect any relationship between the Parties hereto as principal and agent. Either Party does not have any authority to make any representation or commitment, or to incur any liability or responsibility, on behalf of the Other Party.
- 11.7 This MoU contains the entire agreement between the Parties as to its subject matter and supersedes all prior communications and agreements in connection with the subject matter.
- 11.8 Part or all of a provision of this MoU that is void, voidable, illegal or unenforceable shall be severed from this MoU and the remainder of this MoU shall not be affected.
- 11.9 The Parties may sign this Agreement in one (1) or more counterparts by duly authorized representatives of the Parties, each of which constitutes an original and all of which taken together shall constitute the Agreement.
- 11.10 The Parties may sign and deliver this Agreement by facsimile or by emailed portable document format ("PDF") document (or other mutually agreeable document format), and a reproduction of this Agreement with a Party's signature made by facsimile or PDF, sent by facsimile or email shall have the same effect as and be enforceable as a signed and delivered original version of this Agreement.

## 12. NOTICES

- 12.1 Any notice (including any approval, consent or other communication) in connection with this MoU shall be:
- a. made in writing in the English language;
  - b. delivered by hand or sent by prepaid courier to the address of the addressee and marked for the attention of the person so specified, or to such other address or facsimile number, and/or marked for the attention of such other person as the relevant party may from time to time specify by notice given in accordance with this clause.
  - c. The relevant details of each Party at the date of this MoU are:

### **For ITPSB**

Address : Universiti Teknologi PETRONAS  
32610 Bandar Seri Iskandar, Perak

Telephone no : 1-300-22-8887

E-Mail Address : alliance@utp.edu.my

Designation : Chief Strategy Officer

### **For AU**

Address : Centre for International Relations, Sardar Patel Road  
Anna University, Chennai – 600 025, Tamil Nadu  
Telephone no : +91-044-2235 8561  
E-Mail Address : director.cir@nnauniv.edu  
Designation : Director

- 12.2 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with Clause 12.3 below.
- 12.3 A notice is deemed to be received in the case of delivery by hand or by prepaid courier to the address of the addressee, on the day on which it is received at that addressee's address.
- 12.4 A notice received or deemed to be received in accordance with Clauses 12.3 and 17.7 on a day, which is not a Business Day, or after 5 p.m. on any Business Day according to local time in the place of receipt, shall be deemed to be received on the next following Business day.
- 12.5 For the purposes of this Clause 12, "Business Day" shall mean a day not being a Saturday, Sunday or gazetted public holiday in the place where the notice is received.
- 12.6 Each Party undertakes to notify the other Party by notice served in accordance with this Clause if the address specified under Clause 12.1.2 is no longer an appropriate address for the service of notices and/or formal correspondence.
- 12.7 Electronic communication

Any communication to be made between any Parties under or in connection with this MoU may be made by electronic mail or other electronic means, to the extent that the Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if the Parties:

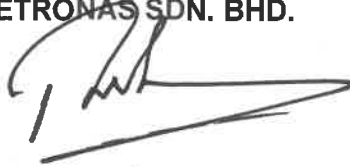
- a. notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means;
- b. notify each other of any change to their address or any other such information supplied by giving them not less than five (5) Business Days' notice.
- c. any electronic communication made between the Parties will be effective only when actually received in readable form.

**[END OF CLAUSES]**

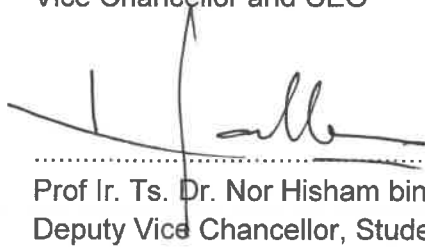


**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorised representatives on the day and year first above written.

For and on behalf of  
**INSTITUTE OF TECHNOLOGY PETRONAS SDN. BHD.**

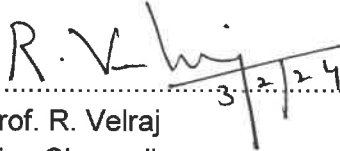


By : .....  
Name : Prof. Dato' Ts. Dr. Mohamed Ibrahim Bin Abdul Mutalib  
Designation : Vice Chancellor and CEO



In the presence of : .....  
Name : Prof. Ir. Ts. Dr. Nor Hisham bin Hamid  
Designation : Deputy Vice Chancellor, Student Affairs

For and on behalf of  
**ANNA UNIVERSITY**



By : .....  
Name : Prof. R. Velraj  
Designation : Vice Chancellor



In the presence of : .....  
Name : Prof. J. Prakash  
Designation : Registrar (I/C)