

MEMORANDUM OF UNDERSTANDING

Between

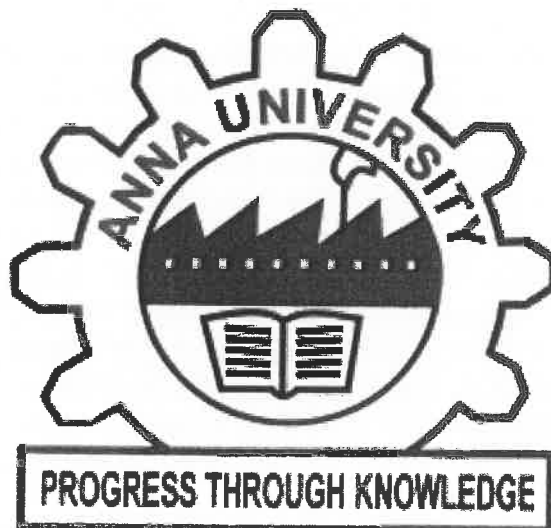
**UNIVERSITI TEKNOLOGI PETRONAS
PERAK, MALAYSIA**



UNIVERSITI
TEKNOLOGI
PETRONAS

and

**ANNA UNIVERSITY
CHENNAI, INDIA**



MEMORANDUM OF UNDERSTANDING

Between

INSTITUTE OF TECHNOLOGY PETRONAS SDN. BHD. [Company No. 352875-U],
a company incorporated under the laws of Malaysia, which owns and manages
UNIVERSITI TEKNOLOGI PETRONAS, a private higher institution located at 32610
Bandar Seri Iskandar, Perak

and

ANNA UNIVERSITY
Sardar Patel Road, Guindy
Chennai 600025, INDIA.

WHEREAS,

Universiti Teknologi PETRONAS (UTP) was established in 1997 and has grown to be one of the most prominent private universities in Malaysia. UTP offers a wide range of industry-relevant engineering, science and technology programmes at undergraduate and postgraduate levels and aims to produce well-rounded graduates with excellent leadership qualities and communication abilities. UTP conducts extensive research activities in collaboration with PETRONAS and other institutions and industries locally and abroad focusing on 9 niche areas, which are Enhanced Oil Recovery, Carbon Dioxide Management, Deepwater Technology, Nanotechnology, Green Technology, Biomedical Technology, Hybrid Energy Systems, Intelligent Cities and Sustainable Resources.

WHEREAS,

Anna University was established on 4th September 1978 as a unitary type of University. It offers higher education in Engineering, Technology, Architecture and Allied Sciences relevant to the current and projected needs of the society. Besides promoting research and disseminating knowledge gained there from, it fosters cooperation between the academic and industrial communities. The University was formed by bringing together and integrating two well-known technical institutions in the city of Madras. College of Engineering, Guindy (CEG) (1794), Madras Institute of Technology, Chromepet (MIT) (1949) and three Technological Departments of the University of Madras, Alagappa College of Technology (ACT) (1944), School of Architecture and Planning (SAP) (1957). From December 2001, the University has become a large, highly renowned University with affiliating status.

The signatories agree:

ARTICLE 1: Common Shared Vision

- 1.1 Signatories of this Memorandum share the following common vision: the promotion and enhancement of the dissemination of knowledge in order to provide society with superbly trained professional engineers, and in the creation of knowledge through the scholarly research activities of its faculty, staff and students in order to provide society with the vitally needed highly qualified personnel.
- 1.2. Signatories of this Memorandum agree in principle to establish for themselves a preferential institutional partner status.

ARTICLE 2: Responsible offices

UTP and Anna University agree to appoint an overall coordinator for the administration. The coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place and the general welfare of the students/faculty.

For UTP:

Assoc. Prof. Dr. Fawnizu Azmadi Hussin
Director, Strategic Alliance Office
Facsimile: +605-3688151
Email: fawnizu@utp.edu.my

For Anna University

Prof. N. Rajendran, Director, Centre for International Affairs
Anna University, Chennai 600 025, INDIA
Tel : +91-44-2235 8561 / 8676
Email : dircia2011@gmail.com, dircia@annauniv.edu

ARTICLE 3: Commitment of the signatories

UTP and Anna University commit themselves to work together in a collaborative, collegial relationship of mutual benefit with the contribution of complementary skills and resources towards the common shared vision.

3.1. Student exchange programme

- 3.1.1. UTP and Anna University would offer opportunities to undergraduate and postgraduate students from the partner institution to carry out projects in their own laboratories.
- 3.1.2. UTP and Anna University agree in principle to intake in the regular engineering curriculum undergraduate and postgraduate students from the partner institution for one semester or one year.
- 3.1.3. Proposals for students must be done in advance and agree upon with sufficient notice to both parties. The exact number of students will be agreed upon by the

two institutions on an annual basis. In any given year, the number of students hosted can vary.

- 3.1.4. The home institution will be responsible for screening and selecting students, subject to acceptance by the host institution.
- 3.1.5. The host institution will assist the students to obtain housing and with other matters of hospitality, but is not obliged to provide financial assistance of any kind.
- 3.1.6. Participating students shall be responsible for obtaining their own visas and completing the required immigration formalities.
- 3.1.7. Students participating in the programme will pay appropriate tuition fees at their home institution during the period at the host institution. They will also pay for all personal expenses at the host institution, including visa, housing, travel, meals and health insurance. They will be exempted from tuition fees at the host institution.

3.2. Faculty exchange programme

The Memorandum also envisions co-operation for faculty exchange through deputation for short term assignments spread over not more than a year in areas mutually identified.

3.3. Other activities

The abovementioned activities are not exclusive and other activities may be considered, such as:

- (a) Joint projects;
- (b) Collaborative research activities, including joint supervision of doctoral students;
- (c) Joint publications;
- (d) Joint academics programmes;
- (e) Other areas of mutual interest.

When relevant, the abovementioned activities will be described in a specific document.

ARTICLE 4: Confidential Information

- 4.1 For the purpose of this Memorandum, 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.
- 4.2 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 Memorandum;
- (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.

4.3 The provision of this Article shall survive the expiry or termination of this Memorandum for a period of three (3) years.

ARTICLE 5: Intellectual Property

5.1 For the purpose of this Memorandum, 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 Memorandum.

Specifically:

- (a) Background Intellectual Property Rights shall include any Intellectual Property Rights that are possessed by each Party prior to the commencement of this Memorandum 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 Memorandum 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.

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

ARTICLE 6: Administrative provisions

6.1 Terms and termination

This Memorandum will become effective upon signing and shall be effective for three (3) years, or until earlier termination by either party. This Memorandum shall be renewed if both parties agree at the end of the three-year-term.

6.2 Modification

If any exchanges in the above clauses or a modification are intended, then it can be carried out by mutual consent of both the parties.

ARTICLE 7: 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 bind, the other Party in a transaction with a third party except as authorised in writing by the Parties.

ARTICLE 8: Governing Law

This Memorandum shall be governed by and construed in accordance with the laws of Malaysia.

ARTICLE 9: Relationship of the Parties


Nothing contained in this Memorandum 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.

ARTICLE 10: Legal Effect

This Memorandum is not intended to impose any legal obligation whatsoever on either parties, but not limited to an obligation to bargain in good faith. The parties do not intend to be bound by any agreement until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent to this paragraph. This paragraph supersedes all other conflicting terms.

For and on behalf of
Anna University, India



Prof. M. K. Surappa
Vice-Chancellor


Prof. J. Kumar
Registrar


Prof. N. Rajendran
Director
Centre for International Affairs

Date : 27/09/2018

For and on behalf of
Institute of Technology PETRONAS Sdn.
Bhd.


**Prof. Dr. Mohamed Ibrahim Abdul
Mutalib**
Vice Chancellor and MD/CEO


Assoc. Prof. Dr. Fawnizu Azmadi Hussin
Director
Strategic Alliance Office

Date :