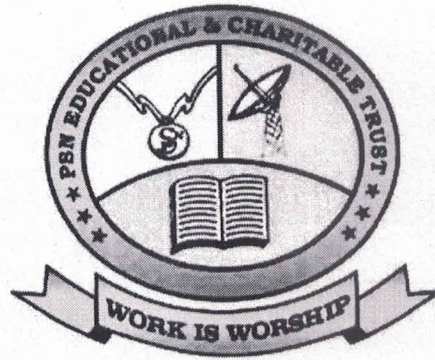


**Universiti
Malaysia
PAHANG**

Engineering • Technology • Creativity



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA PAHANG

AND

**PSN COLLEGE OF ENGINEERING
& TECHNOLOGY**

**ARTICLE XIII
INDEMNITY**

Each of the universities agrees to indemnify the other against all expenses, losses, damages, costs, claims, suits and proceeding sustained or incurred as a direct or indirect result of the student/students that it accepts as part of this Student Exchange Agreement.

Authorised representatives of UMP and PCE shall sign original Memorandum of Understanding. Each university shall hold one original signed document, with both documents being equally authentic.

**ARTICLE VIII
RELATIONSHIP**

Nothing in this Memorandum constitutes or is to be construed to constitute a Party as the partner, agent, employee or representative of the other parties. Nothing in this Memorandum shall create or imply an agency, venture, partnership, representative or employment relations between the parties, it been expressly understood that the parties are independent entities that are working together to explore mutually beneficial business objectives. This Memorandum shall not be construed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for account or, or on behalf or, the other party.

**ARTICLE IX
SETTLEMENTS OF DIFFERENCES**

Any differing viewpoints and interpretations of this MoU shall be settled by mutual consultation or negotiation between the parties.

**ARTICLE X
AMENDMENTS OR MODIFICATIONS**

No amendments or modification to this Memorandum may be made except by as agreed in writing by Parties.

**ARTICLE XI
GOVERNING LAW AND JURISDICTION**

This Memorandum shall be implied in accordance with the laws of Malaysia and India according to where the cause of action arose.

**ARTICLE XII
SUCCESSORS BOUND**

This MEMORANDUM OF AGREEMENT shall be binding on the successors-in-title and permitted assigns of the parties.

either party as the agent of other. (Except for Article V and Article VI point 2, which are legally binding on the parties).

2. Both parties agree to appoint a coordinator to facilitate the communication between the parties.

ARTICLE V CONFIDENTIALITY

All information and or data that may be exchanged, acquired and shared in connection with the area of cooperation between Parties pursuant to this Memorandum shall be treated as strictly confidential and shall not under any circumstances be divulged by the originating party unless otherwise the same has already been in public domain.

ARTICLE VI OWNERSHIP/FINDINGS/INTELLECTUAL PROPERTY RIGHT

1. Ownership of any research findings shall be rested in Parties to this memorandum and any publications regarding the same shall only be possible after prior approval of the parties.
2. Nothing in this Memorandum shall effect any party's ownership to any intellectual property rights (including trademarks, trade name, copyright, patents, designs) belonging to the respective party before the date of this Memorandum which has been shared under this Memorandum of which has been independently developed outside this Memorandum during the term hereof.
3. Notwithstanding the generality of the foregoing, Parties shall negotiate in good faith on a case-by-case basis the ownership of all intellectual property rights created by joint efforts of more than one party during the course of activities under this Memorandum.
4. Under any circumstances, an Intellectual Property Agreement shall be drawn separately in accordance with the law of Malaysia.

ARTICLE VII NOTICES

A notice or other communication to or by a Party must be in legible writing and using the address as shown in this Memorandum or to an address specified by a Party to the sender by notice in writing.

2. The term of such mutual cooperation and necessary funding of each programs and activity enumerated above are not exhaustive and Parties may agree to include such other programs or activities as may be necessary and identified later which shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular program or activity and such shall be negotiated as required.
3. Parties agreed to enter an agreement within the period of this memorandum to detail out all the activities.
4. Parties shall appoint a co-coordinator from each party for the development and management of joint activities.

ARTICLE II COSTS

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 III DURATION AND TERMINATION

1. This memorandum of Understanding shall enter into force at the day of signature by the signatory of each party and shall remain in force of three (3) years unless terminated by one of the parties giving one (1) month notice in writing to the other.
2. This Memorandum of Understanding shall be reviewed at the end of two (2) years to determine the effectiveness to continue or terminate.

ARTICLE IV RELATIONSHIP AND COMMUNICATION BETWEEN THE PARTIES

1. This Memorandum sets out the current intentions of the parties. Nothing contained herein shall be construed to constitute a joint venture partnership or formal business organization of any kind between the parties or so to constitute

THIS MEMORANDUM OF UNDERSTANDING is made and entered into day of
2016

BETWEEN

UNIVERSITI MALAYSIA PAHANG (hereinafter referred to as “**UMP**”), a University established under the Universities and University Colleges Act 1971 and having its address at Canseleri Tun Abdul Razak, 26600, Pekan, Pahang Darul Makmur, Malaysia, of one part;

AND

PSN COLLEGE OF ENGINEERING AND TECHNOLOGY (hereinafter referred to as “**PCE**”) and having its registered address at PSN College of Engineering and Technology, Melathediyoor, Tirunelveli, India, of the other part.

(PCE and UMP shall hereinafter be collectively referred to as the “**Parties**” and individually as the “**Party**”)

WHEREAS

- A) Parties are desirous to work together to expand the basis for friendship and cooperative exchanges.
- B) Parties are agreeable that the encouragement and development of co-operation and exchange in areas of mutual interest would be desirable.
- C) Projects that shall be conducted are of mutual interest and benefit to Parties hereto.

ARTICLE I
SCOPE OF COLLABORATION

- 1. Parties agreed corporation shall be carried out through such activities of programs relating to but not limited to :
 - a) Developing student/faculty exchange programs.
 - b) Parties will share equal responsibility in promoting the exchange programs that have been jointly developed.
 - c) Carry out collaborative joint Research and Development (R&D) subject to the approval of Parties.
 - d) Conduct other types of activities for mutual benefit subject to the approval of Parties.

The foregoing record represents the understandings reached between the **UNIVERSITI MALAYSIA PAHANG** and the **PSN COLLEGE OF ENGINEERING** upon the matters referred to therein. ** Technology*

WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

SIGNED by

for and of behalf of

UNIVERSITI MALAYSIA PAHANG



PROFESOR DATO' DR. DAING NASIR IBRAHIM
Ph.D. CA (M). FCPA
VICE-CHANCELLOR
UNIVERSITI MALAYSIA PAHANG

In presence of

PROFESSOR DR. RIZALMAN BIN MAMAT
DEAN
FACULTY OF MECHANICAL ENGINEERING
UNIVERSITI MALAYSIA PAHANG
28600 PEKAN
PAHANG DARUL MAKMUR
TEL: 09-424 5020 FAKS: 09-424 6222

SIGNED by

for and of behalf of

PSN COLLEGE OF ENGINEERING ** Technology*

P. S. Jayaram
Vice Chairman

PSN College of Engineering and Technology (Autonomous)
Melathediyoor, Tirunelveli - 627 152.
India

In presence of

Dr. C. SELVAMONY, M.E., MBA., Ph.D.
PRINCIPAL,
PSN College of Engineering & Technology,
PSN Nagar, Melathediyoor P.O.,
Tirunelveli Dist., Tamilnadu - 627 152.