

MEMORANDUM OF UNDERSTANDING

BETWEEN

COORG INSTITUTE OF DENTAL SCIENCES

Kanjithanda Kushalappa Campus,
Virajpet, Coorg, Karnataka
India

AND

SEGI UNIVERSITY SDN BHD

(Company No. 100589-U)
No. 9, Jalan Teknologi,
Taman Sains Selangor,
Kota Damansara, PJU 5
47810 Petaling Jaya, Selangor, MALAYSIA



This Memorandum of Understanding (hereinafter referred to as "MoU") is executed

BETWEEN

COORG INSTITUTE OF DENTAL SCIENCES (hereinafter referred to as "CIDS"), which is recognized by the Dental Council of India, letter number F.No.V.12017/8/98-PMS, dated 21st July 2004, whose address is at Kanjithanda Kushallappa Campus, Virajpet, Coorg, Karnataka, India and shall include its lawful representatives and permitted assigns;

: referred to as singularly as "the Party" and collectively as "the Parties")

AND

SEGi UNIVERSITY SDN BHD (Company No. 100589-U) a company incorporated in Malaysia under the Companies Act 2016 and established under the Private Higher Educational Institutions Act 1996 whose registered address at 6th Floor, SEGi University, No. 9, Jalan Teknologi, Taman Sains Selangor, Kota Damasara, PJU 5, 47810 Petaling Jaya, Selangor and shall include its lawful representatives and permitted assigns (hereinafter referred to as "SEGi University") of the one part,

WHEREAS

- A. CIDS is an established college which strives to strengthen its research and educational abilities, and which has interest to enter into various collaborative arrangements with many counterparts to enhance its academic links and cooperation.
- B. SEGi operates a university known as "SEGi University", a private higher educational institution approved and registered as a university under the Private Higher Educational Institutions Act 1996. SEGi University offers and delivers undergraduate and postgraduate academic programmes and training courses that upon completion will lead to an appropriate award.
- C. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

NOW THIS MoU WITNESSES AS FOLLOWS:

ARTICLE 1

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each party's country, shall endeavour to strengthen, promote and develop international and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote international academic cooperation in the following areas:
- a) Institutional exchanges of faculty members from each partner institution.
 - b) Acceptance of undergraduate and graduate students of each partner institution for periods of study and/or research.
 - c) Organization of symposia, conferences, short courses and meetings on research issues.
 - d) Exchange of information pertaining to developments in teaching, student development and research institutions.
 - e) Cooperation in any other areas as agreed to by the Parties from time to time.
- 2.2 For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1 the Parties shall enter into legally binding agreements subject to terms and conditions as mutually agreed upon by the parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of disputes".

ARTICLE 3

FINANCIAL ARRANGEMENTS

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



ARTICLE 4
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 5
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or to constitute either party as the agent of the other.

ARTICLE 6
ENTRY INTO EFFECT AND DURATION

- 6.1 This Memorandum of Understanding shall become effective as of the date of signatures of both parties, or if the dates vary, then the date of the later signature.
- 6.2 This Memorandum of Understanding shall remain in effect for a period of Five (5) years.
- 6.3 This Memorandum of Understanding may be extended for such further period as maybe agreed to in writing by both parties.
- 6.4 If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum of Understanding shall conclude at the end of the specified period, or after activities in progress have concluded.

ARTICLE 7
REVISION VARIATION AND AMENDMENT

- 7.1 Either party may request in writing a revision, variation or amendment of this Memorandum of Understanding.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 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 Memorandum of Understanding before or up to the date of such revision, variation or amendment.



ARTICLE 8 TERMINATION

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

ARTICLE 9 NOTICES

Any communication under this Memorandum of Understanding shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number, as the case may be, shown below or to such other address or electronic, mail address or facsimile number as either Party may have notified the other Party and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged.

To COORG INSTITUTE OF DENTAL SCIENCES:

Address : Kanjithanda Kushalappa Campus, Virajpet
Coorg-571218, Karnataka, India

Attention : Prof. Dr Sunil Muddaiah K.A, Dean

Tel. : +91 8274-256479

Fax : +91 8274-260156

e-mail : cids_coorg@cids.edu

To SEGi UNIVERSITY

Address : SEGi University
No. 9, Jalan Teknologi,
Taman Sains Selangor,
Kota Damansara, PJU 5
47810 Petaling Jaya, Selangor, MALAYSIA

Attention : Vice Chancellor

Tel. : +603 6145 3700

Fax : +603 6145 2627

e-mail : patrickkee@segi.edu.my



ARTICLE 10
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
- 10.2 The use of the name, logo and/or official emblem of any of the Parties on any publications, document and/or paper is prohibited without the prior written approval of the Party.
- 10.3 Notwithstanding anything in paragraph 10.1 above, if the intellectual property rights in respect of any technological development, and any product and service development, were obtained —
- (i) jointly by the Parties or if the research results were obtained through the joint activity or effort of the Parties, then these shall be jointly owned by the parties in accordance with terms to be mutually agreed upon; or
 - (ii) solely and separately by a Party or if the research results were obtained through the sole and separate effort of the Party, then these shall be solely owned by the Party concerned.

ARTICLE 11
CONFIDENTIALITY

- 11.1 Each Party shall undertake 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.
- 11.2 For purposes of paragraph 11.1 above, such documents, information and data included in 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 Memorandum of Understanding, 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 Memorandum of Understanding.

ARTICLE 12
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

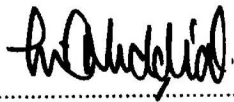


of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

**ARTICLE 13
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 shall be settled amicably through mutual consultation and/or negotiations between the parties without reference to any third party or international tribunal.

Signed by
For and on behalf of
COORG INSTITUTE OF DENTAL SCIENCES, INDIA



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PROF. DR SUNIL MUDDAIAH
Dean & Managing Trustee

Date: 23.08.19

Signed by
For and on behalf of
SEGi UNIVERSITY, MALAYSIA



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PROF. DR PATRICK KEE PENG KONG
Vice Chancellor

Date: 23 August 2019

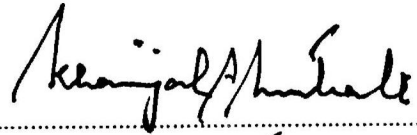
Witnessed by:



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Prof. Dr Shanthala B.M
Associate Dean
International Networking & Collaboration

Date: 23.08.19

Witnessed by:



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Datuk Prof Dr Khairiyah Abd Muttalib
Dean, Faculty of Dentistry

Date: 23.8.2019