



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**MANIPAL UNIVERSITY COLLEGE MALAYSIA
JALAN PADANG JAMBU, 75150, BUKIT BARU
MELAKA, MALAYSIA**

AND

**SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY,
GURUGRAM, HARYANA 122505, INDIA
DATED 26th APRIL 2024**

Manipal University College Malaysia, and Shree Guru Gobind Singh Tricentenary University, India, hereby enter into a Memorandum of Understanding, made as of the 26th of April 2024, to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purpose of this Memorandum of Understanding is to establish a partnership between Manipal University College Malaysia in Malaysia and Shree Guru Gobind Singh Tricentenary University in India for:

- To promote interest in teaching, learning, clinical practice, and research activities in their respective institutions and
- The goal of this partnership is to facilitate a mutually beneficial exchange that will increase opportunities for academic growth, research collaboration, and exposure to different cultures.


Registrar
SGT University
Budhera, Gurugram

- Both institutions recognize the importance of international partnerships in today's globalized world and are committed to promoting cultural understanding and developing collaborative relationships between their respective Institutions.

II.

To achieve these goals, Manipal University College Malaysia and Shree Guru Gobind Singh Tricentenary University shall investigate opportunities in the following areas, insofar as the means of each allow:

- Promote institutional exchanges by inviting faculty and staff of either institution to participate in various teaching activities, joint research projects, academic programs, professional development, and other collaborations in various areas that both institutions will benefit from. The Institutions will enter into separate Memorandum of Agreement (MOA) for individual research projects as required.
- One of the ways institutions can internationalize their strategies is by receiving students from other institutions for periods of study, as outlined in the source provided.
- However, it is essential to note that the acceptance of visiting students is at the institution's discretion to provide the learning experience, and any potential visiting student will be responsible for their own living expenses.
- The host institution will only bear the cost of providing campus accommodation and local hospitality.
- Additionally, the travel expenditure is expected to be borne by the students and/or faculty members from the sending institution.
- Finally, the duration of the exchange program should be jointly decided by both institutions involved in the partnership.
- This exchange program model aims to provide an opportunity for students to study in a different academic and cultural environment, allowing for a more comprehensive education.
- Through this exchange program, students can benefit from exposure to different learning styles and teaching methods.
- Furthermore, this program can foster cross-cultural understanding and intercultural dialogue among students from different backgrounds.


Registrar
SGT University
Budhera, Gurugram

- Overall, hosting students from other institutions is an effective tool for promoting internationalization in higher education and can have a positive impact on the academic and personal development.
- To further internationalize their strategies, institutions can employ various approaches, such as organizing symposia, conferences, short courses and meetings.
- These events can provide a platform for fostering academic collaboration, networking and sharing of ideas between academics and professionals from different parts of the world.
- In addition, institutions can offer continuing education programs to provide professionals with ongoing learning opportunities and keep their skills current in an international context.
- Through these initiatives, institutions can facilitate the exchange of information regarding developments in teaching and student development, ultimately promoting internationalization in higher education.

III.

Each department within the respective institutions desiring to participate in an exchange shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The coordinators, working with other appropriate administrators at the respective colleges, shall have the following responsibilities:

- To promote academic collaboration at both faculty and graduate and postgraduate student levels;
- To act as principal contacts for individual and group activities for which cooperation with the other institution is desired;
- To distribute to each institution information about the faculty, facilities, publications, library materials, and education resources of the other institution and
- If deemed desirable, meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.


Registrar
SGT University
Budhera, Gurugram

IV.

For the implementation of this MoU, the Institutions agree to designate the following persons as focal points of contact: Every notice, request, or any other communication required or permitted to be given shall be given in writing, in English, and delivered personally or sent by registered or certified post via air mail or by courier or email (which shall be acknowledged by the other Institution) to their addresses stated below:

For Manipal University College Malaysia:

Name: Dr. Eby Varghese

Title: Deputy Dean, Faculty of Dentistry

Email: eby.varghese@manipal.edu.my

Ph: +60 10 542 0057

For Shree Guru Gobind Singh Tricentenary University:

Name: Dr. Omkar Krishna Shetty

Title: Dean, Faculty of Dental Sciences

Email: dean.fdsc@sgtuniversity.org

Ph: +91 852709072

V.

This general agreement of cooperation shall be identified as the master document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each part and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the respective institutions. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources. No specific financial commitment by either party is to be implied from this agreement.

VI.

Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement.


Registrar
SGT University
Budhera, Gurugram

VII.

Upon approval by each institution, this agreement shall remain in effect for 5 (five) years unless terminated earlier by either institution. Such termination by one institution shall be in effect after giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither Manipal University College Malaysia nor Shree Guru Gobind Singh Tricentenary University shall be liable to the other for any monetary or other losses which result from such termination. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

VIII.

This Agreement may be executed in two counterparts. This agreement shall be governed by the law of the land of the respective university/college if any conflict pertaining to student and faculty.

IX.

The Institutions agree and undertake to keep the terms of this MoU and discussions relating to proposed collaborative activities confidential at all times any confidential information (whether in written, oral, electronic, graphic form, or any other means) or data that may be exchanged, acquired, or shared, or that came to the knowledge of the Parties, which has been identified as confidential in connection with any specific program or activity conducted pursuant to this MoU or Specific Agreement or where it would be reasonable to expect that confidentiality should attach to such information, and neither Institution will disclose them save where the (a) same is already in public domain without any breach of this MoU, (b) which lawfully comes into the possession of recipient, from a third party who has no obligation of confidentiality; (c) which was known to the receiving party prior to the date of this MoU or independently developed without reference to confidential information as evidenced by records prior to receiving such confidential information; or (d) otherwise defined in any subsequent agreement on the subject matter.

For purposes of paragraph 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 Memorandum of Understanding,


Registrar
SGT University
Budhera, Gurugram

involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and 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.

Where obligated by applicable law, subpoena, governmental or regulatory direction or quasi-judicial authority or a court order, the receiving party shall, to the extent reasonable practical, shall promptly intimate the disclosing party to enable the disclosing party to take a protective order from disclosing such confidential information requested, and wherever possible disclose only specific portion of information that is required to comply with the foregoing requirements and ensure that such information shall be maintained confidentiality by the party to whom it is disclosed.

Each Party confirms that any exchange of personal data between the Parties shall adhere to the principles of the Digital Personal Data Protection Act, 2023, Malaysia Personal Data Protection Act, 2010, and other relevant data protection and data privacy legislations, including not limited to the Information Technology Act, 2016 and rules there under, effective in India.

X.

Each Party represents and warrants to the other Party that (a) it has full power and authority to enter into this MoU and to perform its obligations hereunder; (b) the execution and delivery of this MoU and performance of its obligations under this MoU have been duly and validly authorized, (c) the execution and the acts and transactions contemplated hereby does and will not violate, conflict with, result in breach or default as prevalent laws.

XI.

Nothing in this MoU shall be deemed to constitute a partnership, joint venture, employee-employer relationship, or constitute any Institution as an agent of the other Institution for any


Registrar
SGT University
Budhera, Gurugram

purpose or entitle any Institution to commit or bind and other Party in any manner or give rise to fiduciary duties by one Institution in favour of other Institution.

XII.

Shree Guru Gobind Singh Tricentenary University shall not use the name of Manipal University College Malaysia or the name of any school or division thereof or use any logo or insignia of or otherwise identify Manipal University College Malaysia or any school or division thereof, in any form of publicity or disclosure without the prior written consent of Manipal University College Malaysia, which consent may be withheld or granted by Manipal University College Malaysia in its sole and complete discretion at any time or times. Manipal University College Malaysia shall not use the name Shree Guru Gobind Singh Tricentenary University or the name of any school or division thereof or use any logo or insignia of or otherwise identify Shree Guru Gobind Singh Tricentenary University in any form of publicity or disclosure without the prior written consent of Shree Guru Gobind Singh Tricentenary University, which consent may be withheld or granted by Shree Guru Gobind Singh Tricentenary University in its sole and complete discretion at any time or times.

XIII.

The parties agree for mutual disengagement and exit and legal recourse. This MoU and subsequent agreements (if any) entered between the parties and dispute, if any arising thereof, shall be settled amicably through mutual consultation and/or negotiations between the parties, without reference to any third party or national or international tribunal.

XIV.

No financial obligations for either party shall arise out of this agreement.

XV.

The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and in accordance with other international agreements signed by both Parties.


Registrar
SGT University
Budhera, Gurugram

Notwithstanding anything in paragraph above, if the intellectual property rights in respect of any technological development, and any product and service development, were obtained:

- a) 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
- b) 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.

Ownership and management of all Intellectual Property and Technical Property resulting from any collaboration shall be addressed in the written agreement governing each project.

XVI.

This Memorandum of Understanding is solely for the benefit of the Parties hereto and no provision of this MOU shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this MOU.

Manipal University College Malaysia and Shree Guru Gobind Singh Tricentenary University shall indemnify and keep indemnified and hold harmless each other during the continuance of this MOU against all claims, actions, proceedings by or against Manipal University College Malaysia and Shree Guru Gobind Singh Tricentenary University or damage, costs, expenses and any other loss whatsoever nature suffered by Manipal University College Malaysia and Shree Guru Gobind Singh Tricentenary University arising from or in any way attributable to any act, mission, neglect or default of Manipal University College Malaysia and Shree Guru Gobind Singh Tricentenary University or its representative or its employee(s).


Registrar
SGT University
Budhera, Gurugram

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year first written above.

Signed for and on behalf of

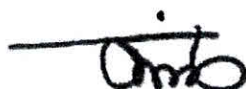
MANIPAL UNIVERSITY COLLEGE MALAYSIA



.....
PROF. DR. PATRICK KEE PENG KONG

Vice Chancellor

In the presence of:



.....
PROF. DR. ABDUL RASHID HAJI ISMAIL

Dean, Faculty of Dentistry

Signed for and on behalf of

SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY



.....
PROF. DR. JOGINDER YADAV

Registrar

Registrar
SGT University
Budhera, Gurugram

In the presence of:



DEAN/PRINCIPAL
SGT DENTAL COLLEGE, HOSPITAL &
RESEARCH INSTITUTE
BUDHERA, GURUGRAM, HARYANA-122505

.....
DR. OMKAR KRISHNA SHETTY

Dean, Faculty of Dental Sciences