



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made effective on 14th April 2026 ("Effective Date").

BETWEEN

INTI INTERNATIONAL UNIVERSITY operated by **INTI INTERNATIONAL EDUCATION SDN BHD** [Company No. 199401043150 (328838-A)] company incorporated under the laws of Malaysia, with its business address at Persiaran Perdana BBN, Putra Nilai, 71800 Nilai, Negeri Sembilan (hereinafter referred to as "INTI");

AND

Dr.M.G.R. Educational And Research Institute (Deemed to be University) a higher educational institution duly established under the laws of India, with its registered address at NH 4, Periyar EVR High Road, Maduravoyal, Chennai – 95. (hereinafter referred to as "Educational Institution");

INTI and the **Dr.M.G.R. Educational And Research Institute** are collectively referred to as the "Parties", and each, a "Party."

Both parties are desirous of establishing mutual cooperation and have agreed as follows:

1. Purpose and areas of cooperation

The purpose of this MOU is to establish a framework for academic cooperation between the Parties whereby the Parties shall cover the following activities and programs which inter alia include:

- a) Student mobility and visiting scholar programs;
- b) Academic programs collaborations;
- c) Joint publication and research activities;
- d) Exchange of academic materials and other information;
- e) International Centre;
- f) Scholarly activities such as courses, seminars, trainings, conferences, and symposiums organized by either of the Parties;
- g) Other activities and programs as may be mutually agreed upon by the Parties.

2. Term of Partnership

- a) The term for partnership between the Parties shall be **five (5) years** from the Effective Date of this MOU as stated above, during which time the Parties may, through friendly discussion, choose the appropriate partnership model and enter into definitive agreements.
- b) Either Party may terminate this MOU for convenience by giving six (6) months written notice.
- c) Either Party may terminate this MOU for cause by giving three (3) months written notice if:
 - the other Party commits a material breach;



- the other Party becomes insolvent, enters liquidation,
- the other Party engages in conduct that may damage the reputation of the terminating Party
- the collaboration becomes unlawful under applicable laws; or
- regulatory approvals required for the cooperation are withdrawn.

If notice of termination has been given under this clause, the parties will agree to write a mechanism ensuring that the ongoing activities, course or programmes are completed.

- d) If either Party intends to extend the term, such Party shall send a written notice to the other Party expressing its intent for extension at the end of the fourth (4th) anniversary of the date of this MOU and such renewal shall be prepared in writing and signed by both parties hereto.

3. Exclusiveness

Both parties understand that this MOU is not exclusive and each party is permitted to enter into such agreements as it deems fit with other universities and institutions.

4. Protection of Intellectual Property Rights

- a) The protection of intellectual property rights shall be enforced in conformity with all the applicable laws, regulations and policies of the respective Parties.
- b) The use of the name, logo, brand and/or official emblem of INTI or the Educational Institution, as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the respective Party, which may be subject to conditions. Neither Party shall issue press releases without prior consent.
- c) Notwithstanding the foregoing, each Party retains ownership of all intellectual property owned by it prior to this MOU. The intellectual property rights in respect of any products and services development, developed:
- i. by students in the course of exchanges, collaborative or research activities shall be dealt with in accordance with applicable rules and regulations of the Parties at which the student is registered unless otherwise agreed;
 - ii. jointly by the Parties, or through the joint activity effort of both the Parties, shall be deemed jointly owned unless otherwise agreed by the Parties in writing. Unless otherwise agreed in writing, each Party grants the other a non-exclusive, royalty-free license to use jointly developed intellectual property solely for academic and research purposes; or
 - iii. solely and separately by INTI or the Educational Institution, or through the sole and separate effort of INTI or the Educational Institution, as the case may be, shall be solely owned by the Party concerned.
- d) The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaboration between the Parties.

5. Assignment; No Third-Party Beneficiaries; Relationship of Parties.



This MOU may not be assigned or transferred by any Party without the prior written consent of the other Parties, except to an affiliate or successor in connection with a merger, reorganization, or transfer of substantially all of its assets. This MOU is for the benefit of the Parties only and does not confer any rights or remedies on any third party. The Parties are independent entities, and nothing in this MOU shall be deemed to create any partnership, joint venture, agency, or employment relationship, and no Party has authority to bind another Party.

6. Confidentiality

The existence, the terms and conditions of this MOU, all drafts of agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either Party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations, unless the disclosure is required by law or regulatory authority or any stock exchange on which the shares of any party are listed. If any Party determines that it is required by law or regulatory authority or stock exchange to disclose information regarding this MOU or to file this MOU with any regulatory body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

7. Notices

Any communication under this MOU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of the Parties 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 sender 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.

INTI

Attention : Prof. Dr. Asokan Vasudevan
Address : Persiaran Perdana BBN, Putra Nilai, 71800 Nilai, Negeri Sembilan.
E-mail : asokan.vasudevan@newinti.edu.my

Educational Institution

Attention : Dr. R. Sumathi, Prof. & Head – Central Research Facility
Address : OFF Campus, Arni-632317
E-mail : sumathi.chemaoc@drmgrdu.ac.in

8. Financial Arrangements

Nothing in this MOU shall create any financial obligation between the Parties unless expressly stated in a subsequent mutually agreed written agreement. As such, each Party will respectively:

- a) bear its own costs and expenses arising from this MOU and the cooperation programs contemplated by this MOU; and
- b) be responsible for the payment of the taxes, duties and/or any other contribution that, according to the applicable legislation, may correspond to it.



9. Governing Law & Dispute Resolution

This MOU shall be governed by and construed in accordance with the laws of Malaysia & India. Each Party shall comply with all applicable laws and regulations in its jurisdiction.

For any dispute or claim arising out of or in connection with it or its subject matter or formation, both parties agree to refrain from unilateral action and to first consult and negotiate in good faith for mutually acceptable amicable resolutions.

10. Indemnity

Each Party shall indemnify and hold harmless the other Party from claims arising from its own negligence, misconduct or breach of applicable law for the execution of this MOU. Neither Party shall be liable for indirect or consequential damages.

11. Variations

The terms stipulated in this MOU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made through written addenda signed by authorized representatives.

12. Force Majeure

Neither Party shall be liable for failure to perform due to events beyond reasonable control including natural disasters, war, government actions, pandemics or force majeure events.

13. Anti-Corruption

Each party shall comply with all applicable bribery and anti-corruption legislation in force in their domestic jurisdictions and each agrees to take reasonable steps to assist the other party to comply with the others legislative requirements that may apply to international or cross-border agreements. Where any international legislation applies to this MOU concerning anti bribery, fraud or anti- corruption, each party will assist the other in ensuring compliance with said international legislation.

14. Data Protection

The Parties agree that any personal data shared under this MOU complies with any data protection laws in force in each party's domestic jurisdictions. Where there is any divergence between the data protection laws of the Parties respective countries during the term of this MOU, each Party will assist the other in ensuring minimum disruption to this MOU. The Parties shall implement reasonable security measures to protect personal data.

15. Prevailing Language

This MOU has been drawn up in the English language, but each party may prepare a translation into its own native language. However, in case of inconsistencies between the English text and any of its translation, the English text will prevail for interpretation purposes.



16. Binding & Nature of MOU

- a) This MOU sets forth the general intentions of the Parties with respect to cooperation in the areas described herein. Except as expressly provided paragraph (b) below, this MOU is not intended to create legally binding obligations, and the Parties acknowledge that any specific activities or collaborations contemplated under this MOU shall be subject to the execution of separate definitive agreements where required and shall comply with availability of funds, the applicable laws, rules, regulatory requirements, and policies of the respective Parties.
- b) Notwithstanding the above paragraph (a) above, the Parties agree that the following provisions of this MOU shall be legally binding and enforceable upon the Parties:
- Clause 4 – Protection of Intellectual Property Rights
 - Clause 5 – Assignment; No Third-Party Beneficiaries; Relationship of Parties
 - Clause 6 – Confidentiality
 - Clause 7 – Notices
 - Clause 9 – Dispute Resolution
 - Clause 10 – Indemnity
 - Clause 11 – Variations
 - Clause 12 – Force Majeure
 - Clause 13 – Anti-Corruption
 - Clause 14 – Data Protection
 - Clause 15 – Prevailing Language
 - Clause 16 – Binding & Nature of MOU
 - Clause 17 – Electronic Signatures & Counterparts
- c) All other provisions of this MOU, including but not limited to the areas of cooperation and partnership arrangements, are non-binding statements of intent only and do not give rise to any legally enforceable obligations between the Parties.


17. Electronic Signatures & Counterparts


Each Party represents that the signatory has full authority to execute this MOU. This MOU may be executed electronically and in counterparts, each of which shall be deemed original.


The parties hereto, through the duly authorized representatives, hereby agree to the provisions and terms of this MOU.

For and on behalf of
INTI International University

For and on behalf of
Educational Institution


Signature
Name : Prof. Dr. Goh Khang Wen
Designation : Pro-Vice Chancellor (Global Engagement)






REGISTRAR
Dr. M.G.R.
EDUCATIONAL AND RESEARCH INSTITUTE
(Incorporated in India)
Periyar E.N.B. High Road,
Madhavaram, Chennai - 600 095


Signature
Name : Dr. C.B.Palanivelu
Designation : Registrar

Witnessed by:

Witnessed by:


Signature
Name : Prof. Dr. Asokan Vasudevan
Designation : Director, International Relations and Collaborations Centre.




Signature
Name : Dr. E. Sheeba Percis
Designation : Prof. & Joint Registrar