

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MEMORANDUM") is made on

BETWEEN

IMU EDUCATION SDN BHD (Registration No. 199201005893/ 237397-W), a company incorporated in Malaysia and having its business office at No 126 Jalan Jalil Perkasa 19, Bukit Jalil, 57000, Kuala Lumpur, Malaysia;

hereinafter referred to as "IMU",

AND

ANNAMACHARYA COLLEGE OF PHARMACY, a higher education institute established under the laws of the Republic of India and having its business address at Panchayath, New Boyanapalli, Thallapaka, Rajampet, Andhra Pradesh 516126, India;

hereinafter referred to as "ANCP".


(IMU and ANCP shall each alternatively be referred to as a "Party" and collectively as "Parties".)

WHEREAS:-

- A. IMU owns and manages a medical university known as International Medical University that offers various programmes, amongst others in the fields of medicine, dentistry, pharmacy and health sciences together with an active medical research centre (the "University"). For purposes of this Memorandum, IMU is represented by its School of Pharmacy.
- B. ANCP was established in the year 2003 Sponsored by Annamacharya Educational Trust (Regd: 135/IV/97) and approved by Pharmacy Council of India (PCI) & All India Council for Technical Education (AICTE), New Delhi. ANCP was affiliated to Jawaharlal Nehru Technological University Anantapur (JNTUA), Ananthapuramu, Accredited by NAAC with 'A' grade, Bangalore, Accredited by National Board of Accreditation (NBA) for UG Programme, New Delhi. Recognized u/s 2(f) & 12(B) of the UGC Act 1956, New Delhi, Recognized Research center by JNTUA University, Ananthapuramu. ANCP is currently offering pharmacy undergraduate and postgraduate programmes.
- C. Parties are desirous of co-operating with each other on various areas to the fullest mutual advantage of both Parties and seek to record their preliminary understandings of the proposed cooperation between them.
- D. The Parties acknowledge that it may be necessary to provide in writing or otherwise certain information that is non-public, confidential or proprietary in nature and confidential information which includes, but is not limited to, discoveries, ideas, concepts, designs, devices, drawings, materials, specifications, techniques, models,

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data, documents, processes, procedures, "know-how", improvements ("Confidential Information") throughout their cooperation as envisaged under this Memorandum.

NOW THIS MEMORANDUM WITNESSETH as follows:-

1. PRELIMINARY UNDERSTANDING

- 1.1 Each Party to this Memorandum covenants and agrees to use, in good faith, its best endeavours to promote and develop the various interests of the Parties to the mutual advantage of each Party.
- 1.2 Without prejudice to the generality of Clause 1.1, the Parties have agreed to mutually co-operate in the following areas:-
- 1.2.1 Sharing research expertise of Faculty members in both institutions.
 - 1.2.2 Joint research work, publications/patents.
 - 1.2.3 Joint supervision of Undergraduate, Postgraduate and PhD students by research.
 - 1.2.4 Joint application of research grants.
 - 1.2.5 Sharing the knowledge with the Undergraduate and Postgraduate students through invited talks/guest lectures.
 - 1.2.6 Co-organising the scientific conferences.
- 1.3 The Parties herein may from time to time agree on further areas of mutual co-operation.

2. EFFECTS OF THIS MEMORANDUM


- 2.1 The preliminary understandings expressed in this Memorandum may be subject to, and conditional upon, the negotiation and execution of final and definitive contract(s) pertaining to the matters contemplated hereunder between the parties (the "Contract(s)").
- 2.2 The Parties shall in good faith mutually negotiate on the Contract(s) and shall share and exchange any necessary information relevant to the intentions of the Parties contemplated herein.

3. CONFIDENTIALITY

- 3.1 The parties herein shall keep confidential any information which they may acquire in the course of negotiations hereunder and on the Contract(s).
- 3.2 Each Party hereby irrevocably undertakes that it shall use all reasonable endeavours to procure that all Confidential Information received pursuant to areas of co-operation envisaged under this Memorandum shall be handled and treated by the receiving Party with the same degree of care which the receiving party uses to

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prevent the unauthorized use, dissemination, publication or disclosure of its own most valuable confidential and proprietary information and shall not be distributed, disclosed or disseminated in any way or form to any third party without the prior written consent of the disclosing Party. Confidential Information shall not include any information which: (a) is known to the receiving Party or is independently derived, as evidenced by its written records, prior to receipt thereof under this Memorandum or the Contract(s); (b) is disclosed to the receiving Party by a third person after the full execution of the Memorandum and the Contract, and that third party has a legal right to make such disclosure; (c) is or becomes part of the public domain other than through breach of this Memorandum or the Contract by the receiving Party; or (d) is required by law or court order or other governmental order or request to be disclosed. In the event either Party is required by law or court order or other governmental order to disclose any Confidential Information of the other Party, such Party will provide prompt written notice (and in any case at least five (5) business days' notice) of such request or requirement to the other Party to allow that Party to take whatever action it deems necessary to protect its Confidential Information to the extent possible. In addition, the Party required to make such disclosure shall permit the other Party to attempt to limit such disclosure by appropriate legal means.

4. DATA PROTECTION

Notwithstanding any other provision of this Memorandum, in performing its rights and obligations under this Memorandum each Party shall at all times comply with the Personal Data Protection Act 2010 ("PDPA") and each Party shall indemnify and keep indemnified the other from and against all actions, claims, demands, expenses, liabilities, damages and/or losses arising out of or in connection with the breach of their respective obligations under the PDPA.


5. EXPENSES

- 5.1 Each Party shall be responsible for its own costs and expenses in the preparation of this Memorandum.
- 5.2 The financial arrangements to cover expenses for the co-operative activities undertaken within the framework of this Memorandum shall be jointly agreed between Parties herein on a case-by-case basis subject to the availability of funds and resources.

6. INTELLECTUAL PROPERTY

- 6.1 "Intellectual Property" shall mean a Party's intellectual property right of any kind, constituted by any rule of law or by legislation in any country including, but not limited to copyright, trademark, design, patent, or any other proprietary rights, know-how and all associated goodwill, trade secrets, unregistered trademarks and any pending right based on an application for registration of such right. These may include but not limited to, individually and collectively, all studies, findings, research, educational, teaching and study materials, inventions, improvements, and/or discoveries.




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- 6.2 Each Party shall be the owner of its own respective intellectual property which were conceived and/or made prior to the commencement of this Memorandum and nothing in this Memorandum shall be construed as granting either Party any right(s) in the Intellectual Property and all associated goodwill of the other Party.
- 6.3 The parties acknowledge that Intellectual Property may arise from this co-operation and agree that all rights and titles to Intellectual Property arising from research and development collaboration pursuant to this Memorandum shall be discussed and decided upon between IMU and ANCP, to be stated in the Contract(s) or other form of definitive letters and/ or documents.

7. DURATION AND TERMINATION OF MEMORANDUM

- 7.1 The understanding in this Memorandum comes into force as of the date of this Memorandum and will continue for a period of **three (3) years** or until either Party gives a written notice to the other of its intention to abandon the cooperation between the Parties, or until superseded upon full execution of the Contract(s), whichever is the earliest. In the event either Party gives a prior written notice to the other of its intention to terminate this Memorandum, this Memorandum shall terminate fourteen (14) days from the date of the written notice with the exception that the confidentiality provisions set forth in Clause 3 hereinabove shall continue to legally bind the Parties, and shall survive for a period of five (5) years thereafter.
- 7.2 In the event of such notice of termination, Parties shall ensure that any mobility programme in effect prior to such termination be allowed to continue until such programme has run its course and that IMU students under such mobility with ANCP shall be allowed to continue their mobility programme until the end of the programme.

8. GOVERNING LAW

This Memorandum shall be governed by the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of Malaysian courts.

9. NO WAIVER OR AMENDMENT

This Memorandum and all provisions hereunder shall not be amended, changed or waived unless it is in writing and signed by both Parties.


10. SEVERABILITY

Should any provision hereof be deemed, for any reason whatsoever, to be invalid or inoperative, such provision shall be deemed severable and shall not affect the force and validity of other provisions of this Memorandum. To the fullest extent permitted by law, this Memorandum shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

11. FORCE MAJEURE

Neither Party shall be responsible for delay or failure in performance under this Memorandum arising out of causes beyond its reasonable control. Such causes may




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include, but are not limited to, fires, terrorist acts, strikes, embargoes, acts of God, acts of regulatory agencies or national disasters.

12. ENTIRE UNDERSTANDING

12.1 The provisions herein and the annexures hereto constitute the entire understanding between the Parties hereto and supersede all prior arrangements, oral or written, and all other communications between the Parties. No term or condition contained in any document provided by one Party to the other Party prior to this Memorandum shall be deemed to amend, modify, or supersede or take precedence over the terms and conditions contained herein.

12.2 Notwithstanding the above, nothing in this Memorandum shall deem the Parties as joint venturers, partners, or agents for one another, and neither Party shall have the power and authority to execute any contract or agreement for or on behalf of the other Party nor bind the other Party in any other matter.

12.3 Nothing in this Memorandum shall be construed to create any exclusive relationship between Parties.

13. ASSIGNMENT

This Memorandum shall not be assigned by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any such attempted assignment in the absence of the required consent shall be null and void.

14. NON-BINDING

With exceptions to provisions on Confidential Information and Intellectual Property, which shall be legally binding on Parties, Parties agree that this Memorandum does not create a legally binding obligation on either Party but shall rather be engaged with the intention to facilitate collaborative discussions towards the objectives set out in Clause 1.1.

15. ANTI BRIBERY & ANTI CORRUPTION


Both parties herein shall comply with all applicable anti-bribery and anti corruption laws and regulations in all jurisdictions.

16. IMU HEALTH GROUP THIRD PARTY CODE OF CONDUCT

ANCP hereby acknowledges and is aware of IMU Health Group Third Party Code of Conduct available at <https://www.imu.edu.my/corporate-governance/>

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IN WITNESS WHEREOF the parties have hereunto set their hands the day, month and year first abovewritten.

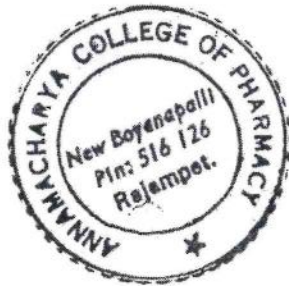
SIGNED by
for and on behalf of
IMU EDUCATION SDN BHD
(Registration No. 199201005893/237397-W)
In the presence of: -



Associate Professor Dr Mohd Zulkefeli bin Mat Jusoh
Dean, School of Pharmacy

Professor Abdul Aziz Baba
Vice Chancellor & CEO

SIGNED by
for and on behalf of
ANNAMACHARYA COLLEGE OF
PHARMACY
In the presence of: -



Name: Dr. D. SWARNALATHA
Designation: Principal
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