

MEMORANDUM OF UNDERSTANDING

Between



MAHSA UNIVERSITY

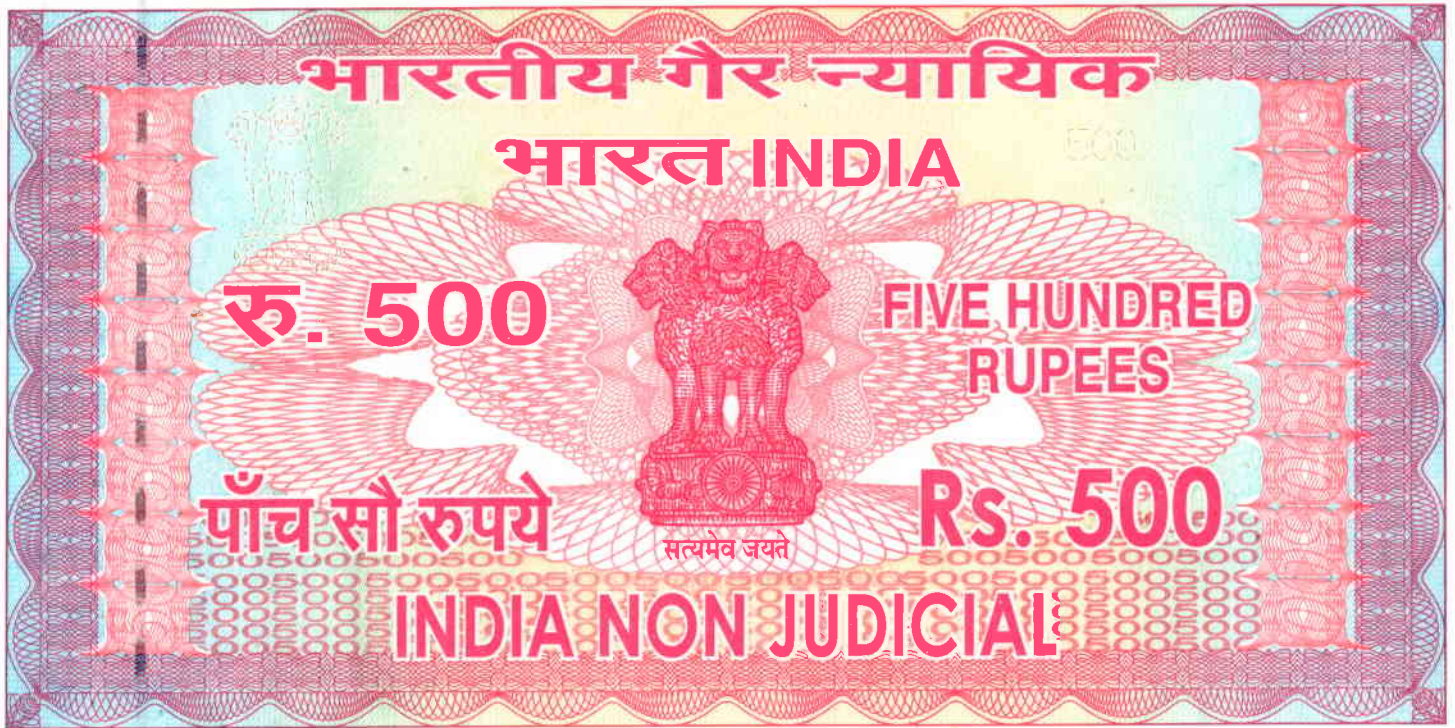
Registration Number : DU044 (B)

And



KMCT DENTAL COLLEGE

[V.12017/07/2017-DE & 12017/08/2017-DE]



കേരളം KERALA

N 353922

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "Memorandum") is made on the 16th. January 2025.

BETWEEN

MAHSA UNIVERSITY, registered with the Ministry of Higher Education Registration Certificate No. DU044(B), of which Malaysian Allied Health Sciences Academy SdnBhd (Company Registration No. 200401016011 / 654514-M) is the registered owner, and having its business address at Jalan SP 2, Bandar Saujana Putra, 42610 Jenjarom, Selangor Darul Ehsan (hereinafter referred to as "MU"), of the one part;

AND

KMCT Dental College, registered with KMCT Group of Institutions set up by the Kunhitharuvai Memorial Charitable Trust (KMCT) under Kerala University of Health Science in accordance with its Registration or Recognition Document [V.12017/07/2017-DE & 12017/08/2017-DE], and having its registered address at KMCT Dental College, KMCT Medical College Campus, Mukkam, Kozhikode, Kerala, India Pin Code: 673602 (hereinafter referred to as "KMCTDC"), of the other part.



Dr. MAHSA KH
Chairman & Managing Trustee
Kunhitharuvai Memorial Charitable Trust



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COLLECTIVE REFERENCE

MU and KMCTDC shall hereinafter be collectively referred to as the "Parties" and individually as a "Party".

WHEREAS -

- A. MU is a private higher education institution established under Private Higher Education Institution Act 1996 which offers various study programmes in the fields of Medicine, Dentistry, Pharmacy, Health Sciences, Nursing, Business, Finance, Hospitality Management, Information Technology, and Engineering at the Foundation, Diploma, Degree, Masters, and Doctoral levels. MU is also a member of the MAHSA Group of Companies.
- B. KMCTDC, a part of KMCT Group of Institutions set up by the Kunhitharuvai Memorial Charitable Trust (KMCT) Manassery, Mukkam Reg. no. 252/1999 is situated at Manassey, Mukkam, Kozhikode with 20 bed strength, spread over 50 acre area. Inaugurated in 2006, both the OP and IP departments are functional from 2006. KMCT Group of Institutions offers a diverse range of study programs, including Medicine, Dentistry, Ayurveda, Pharmacy, Nursing, Architecture, Allied Health Sciences, Law, Arts and Science, Hotel Management and Emerging Technology and Management.
- C. Both Parties recognise their mutual interests and are desirous to collaborate with each other in an effort to pursue the objectives and benefits of their collaboration, which are more particularly described in Clause 2 below ("**Proposed Collaboration**").
- D. Pursuant thereto, the Parties have agreed to enter into this Memorandum to record the respective commitments of each Party; and the basis for implementing this collaboration in the areas and manner as stated herein.
- E. The Parties hereby agree for the purposes of, and upon the terms and conditions set out in this Memorandum, to observe good faith towards one another in all matters affecting their dealings hereunder and interests herein.

NOW IT IS HEREBY AGREED as follows:

1. The Memorandum

- 1.1 The Proposed Collaboration of this Memorandum is as stated in Clause 2 herein.
- 1.2 Each Party acknowledges and agrees that this Memorandum is generally non-binding and does not create any legally enforceable obligations between the Parties, except for the provisions set out in Clauses 3, 4, and 6.

Upon execution of this Memorandum, each Party agrees to provide to the other Party such information, confirmations and documents to enable the other Party,



Memorandum Between MAHSA University and KMCT Dental College

Dr. NAVAS KM
Chairman & Managing Trustee
Kunhitharuvai Memorial Charitable Trust



its representatives, advisers, consultants and agents, to evaluate and consider the manner of implementation of the Proposed Collaboration.

- 1.4 For the avoidance of doubt and without limiting the above in any way, this Memorandum creates no rights in favour of either Party.

2. Proposed Collaboration

- 2.1 The objective of this Memorandum is for Parties to develop co-operation and promote mutual agreement and excellence in potential projects, future co-operation, and knowledge exchange between the Parties.
- 2.2 In furtherance of this objective, the Parties agree to develop the following activities in collaboration in areas of mutual interests:
- 2.2.1 Exchange of academic and administrative staff and mutual visits to pursue research and to lecture;
 - 2.2.2 Exchange of students and/or study abroad programmes and other enhancements for students' experiences;
 - 2.2.3 Identifying opportunities for conducting collaborative research and development;
 - 2.2.4 Identifying opportunities for conducting lectures, seminars and organising symposia and conferences;
 - 2.2.5 Exchange of academic information and materials;
 - 2.2.6 Promoting collaboration in fields of mutual interest; and
 - 2.2.7 Promoting other academic co-operation and collaboration as mutually agreed.
- 2.3 The development and implementation of specific activities developed under this Memorandum will be subjected to the respective formal written agreement negotiated and entered into separately, which will include but not limited to the financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters.
- 2.4 The implementation of the Proposed Collaboration hereof shall depend upon the availability of resources and financial support of the Parties.
- 2.5 The Parties acknowledge the need to promote the programmes and activities pursuant to this Memorandum and hereby agree to use promotional materials which shall be approved by Parties.
- 2.6 The Parties agree that their respective employees and students who are engaged in the programmes and activities under this Memorandum shall carry out the



programmes and activities in accordance with the applicable laws and regulations.

3. Confidentiality

3.1 Confidential Information

3.1.1 “**Confidential Information**” shall mean information (whether transmitted orally, in writing, electronically or in other form) relating to a Party’s business, property and assets that is non-public or proprietary, and/or information which by their nature, or by the circumstances of their disclosure are or could reasonably be expected to be regarded as confidential to a Party or to any third party with whose consent or approval such information is used.

3.1.2 In no event shall any information constitute as Confidential Information hereunder –

3.1.2.1 Which was in the public domain prior to the date of this Memorandum;

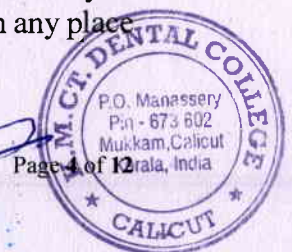
3.1.2.2 which becomes a part of the public domain following the date of this Memorandum not in any way caused by any act or omission of the Party receiving the information in breach of this Memorandum, or which becomes publicly available other than as a result of a violation of any known confidentiality agreements; or

3.1.2.3 was within the possession of the Party receiving the information on a non-confidential basis from a source that is not bound, directly or indirectly, by a confidentiality agreement with the Party disclosing the information, prior to its being furnished.

3.2 Disclosure of Confidential Information

3.2.1 The Parties agree that the Confidential Information will be provided only to those of its officers, employees or advisers on a need -to- know basis (hereinafter referred to as “**Representatives**”) for purposes of this Memorandum and shall procure their respective Representatives’ compliance to Clause 3 herein.

3.2.2 The Confidential Information will be kept strictly confidential and each Party and its Representatives will not, directly or indirectly, at any time now or hereafter without the prior written consent of the other Party, disclose distribute, disseminate or supply to any person or authority (except as required by law in which event the Party disclosing or divulging Confidential Information must first notify the other Party in writing with details and evidence of the legal requirement) in any place and in whatever manner.



3.3 Use of Confidential Information

The Parties agree that the Confidential Information will be used only for the purposes of this Memorandum.

3.4 Return of Confidential Information

Immediately upon request by a Party all Confidential Information in whatever form will be returned to the Party that provided such Confidential Information and all documents and any data containing the Confidential Information will be destroyed (subject, however, to the inability to destroy data contained in routine computer backup systems).

3.5 Term of Confidentiality

The obligations under Clause 3 shall be binding upon Parties and cease to have any force and effect after five (5) years from the date of termination or expiry of this Memorandum. For highly sensitive information explicitly marked as 'highly confidential', the obligation shall remain perpetual.

4. Personal Data Protection

4.1 Both Parties hereby agree and undertake to each other:

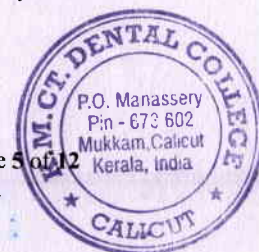
4.1.1 that any personal data collected by the other Party including but not limited to the personal data of either Party's employees, students and clients (hereafter be referred to as "**Personal Data**"), such Personal Data must not be used for any other purposes other than for the purposes of this Memorandum;

4.1.2 not to transfer any Personal Data to any third-party without the consent from the owner of the Personal Data;

4.1.3 to take responsible measures to ensure that the Personal Data will be kept confidential, including not to sub-license, distribute, disclose, transfer or declare a trust of its rights in any of the Personal Data, in whole or in part, to any third party, without the express written consent of the other Party and any attempt to assign, transfer, sub-license or declare a trust of its rights without such consent shall render such assignment, transfer or sub-license, or declaration void and shall be construed as a breach of this Memorandum; and

4.1.4 to comply with all rules, guidelines or regulations imposed by both Parties relating to personal data and also all applicable data protection laws in Malaysia under the Personal Data Protection Act 2010.

4.2 The obligation under this Clause 4 shall survive and shall be enforceable beyond the termination or expiry of this Memorandum.



5. Duration and Termination

5.1 Duration

This Memorandum and all rights and obligations hereunder shall take effect from the date of this Memorandum hereof for a period of five (5) year. Each Party shall review the status of the Memorandum at least six (6) months before the end of the one-year period to determine whether it wishes to continue and, if so, whether any modifications are required. The period of validity of this Memorandum may only be extended by the mutual written consent of both Parties.

5.2 Termination

If a Party decides that for whatsoever reason, it wishes to withdraw from this Memorandum, it may so withdraw and terminate this Memorandum by giving the other Party three (3) months' notice in writing of its intention to withdraw, in which case the withdrawing Party shall thereupon cease to participate in the execution of the Proposed Collaboration and shall have no liability for the subsequent actions of the other Party.

5.3 Immediate termination is permitted if:

5.3.1 A Party breaches any material provision of this Memorandum, including but not limited to violations of confidentiality, intellectual property misuse, or non-compliance with applicable laws.

5.3.2 A Party engages in actions that damage the reputation, goodwill, or operational capacity of the other Party.

5.4 Upon termination:

5.4.1 Each Party shall cease all activities under this Memorandum unless otherwise agreed in writing.

5.4.2 Confidential Information and proprietary materials must be returned or destroyed in accordance with Clause 3.4.

5.5 Survival of Obligations

The termination of this Memorandum does not affect:

5.5.1 any obligation of that Party which accrued prior to termination and which remain unsatisfied; and

5.5.2 Any provision of this Memorandum which is expressed as continuing in effect after termination.



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6. Intellectual Property Rights

- 6.1 Neither Party shall use the other Party's logo or other trademarks or make public or make any reference to the other Party in any of the Party's proposal, advertising activities, marketing materials, brochures or similar documents without the prior written consent of the other Party.
- 6.2 The Parties hereby agree that to the extent permitted under any applicable laws and regulations, ownership of intellectual property rights of any proprietary information or data, computer system or database invented, developed, created or discovered solely and separately by either Party or obtained through the sole and separate effort of either Party, shall be solely owned by the Party concerned.
- 6.3 The Parties hereby agree that to the extent permitted under any applicable laws and regulations, ownership of intellectual property rights of any proprietary information, system or database invented, developed, created or discovered jointly by the Parties or obtained through the joint activity effort, shall be owned by the Parties jointly and subjected to the terms and conditions mutually agreed upon in a separate agreement pertaining to ownership of joint intellectual property rights.
- 6.4 Any commercialisation of jointly owned IP shall require prior written consent from both Parties, and the financial arrangements shall be agreed upon in a separate binding agreement.
- 6.5 Either Party may transfer or assign its title or interest in whole or in part, in the intellectual property rights covered by this Memorandum to the other Party whereby such transfer or assignment must be in writing and shall be effective only upon the written acceptance of the other Party.
- 6.6 In case of disputes over IP ownership or use, both Parties agree to resolve the matter through good-faith negotiations and, if unresolved, submit to arbitration as per Clause 13 of this Memorandum.

7. Force majeure

- 7.1 Neither Party shall be liable to the other Party in respect of any delay in performing or failure to perform any of its obligations hereunder if such delay or failure results from acts or intervention of Government or Government agencies; fire, flood or explosion; Act of God; declared or undeclared war, or riots or civil commotion; strikes or other industrial disputes; local and / or global pandemic; or any cause outside its reasonable control.
- 7.2 The affected Party shall:
- 7.2.1 Notify the other Party in writing within seven (7) days of the occurrence of the force majeure event.
- 7.2.2 Take reasonable steps to mitigate the impact of the event.



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Dr. NAVAS KM
Chairman & Managing Trustee
Kunhitharuvai Memorial Charitable Trust



- 7.3 If the force majeure event persists for more than thirty (30) days, the Parties shall discuss and agree on the continuation, modification, or termination of this Memorandum.

8. Assignment

Neither Party will be entitled to assign all or any part of its rights and obligations hereunder without the prior written consent of the other Party, with the exception of an assignment to any other company in the group of companies to which the assigning Party belongs to. The aforesaid consent shall not be unreasonably withheld or delayed and, in any event, shall be given unless the other Party, acting reasonably and in good faith, objects to the identity and/or involvement of the proposed assignee as being contrary to its commercial and/or business interests.

9. Publicity and Promotion

9.1 Use of Name, Trade Name, Trademark, or Logo

Neither Party shall, for publicity or promotional purposes, use the name, trade name, trademark, or logo of the other Party, nor any information obtained under or in connection with this Memorandum, without the prior written consent of the other Party.

9.2 Issuance of Publicity or Announcements

Neither Party shall issue any publicity or announcement in relation to this Memorandum and the Proposed Collaboration (whether transmitted orally, in writing, electronically, or in any other form, including but not limited to press releases and announcements) without the prior written approval of the other Party regarding the form and content thereof. Such approval shall not be unreasonably withheld or delayed.

9.3 Submission of Publicity and Promotional Materials

Each Party shall submit all publicity and promotional materials for review and approval before publication or announcement to avoid misrepresentation or implied endorsements. This submission must be made in accordance with Clause 9.2, ensuring that the form and content of the materials comply with the agreed-upon standards of both Parties.

10. Notice and Representatives

- 10.1 Any notice or communication which a Party is required or authorised by this Memorandum to serve on the other Party, shall be sufficiently served if sent to the other Party at the address specified below:

10.1.1 by hand; or

10.1.2 by registered post or recorded delivery; or

10.1.3 by electronic mail confirmed by receipt of such communication.



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(i) to MAHSA UNIVERSITY

Address	:	Vice Chancellor Office, Level 10, Unity Building, MAHSA University, Jalan SP2, Bandar Saujana Putra, Jenjarum, 42610 Selangor
Representative and Contact Person	:	Prof. Dato' Dr. Mohamed Ibrahim
Designation	:	Dean, Faculty of Dentistry
Email	:	mibrahim@mahsa.edu.my

(ii) to KMCT Dental College

Address	:	KMCT Dental College KMCT Medical College Campus, Mukkam, Kozhikode , Kerala, India Pin Code: 673602
Representative and Contact Person	:	Dr. Santhosh V.C.
Designation	:	Professor and Coordinator
Email	:	dental@kmct.edu.in

10.2 Notices sent by registered post or recorded delivery shall be deemed to have been served three days following the date of posting. Notices sent by electronic mail where such is an established means of communication between the Parties shall be deemed to have been served on the day of transmission, if transmitted before 16:00 hours on a working day but otherwise on the next working day. In all other cases, notices and other communications will be deemed to have been served on the day they were received which is deemed to be on the same day that it was sent out and / or instantaneously.

11. Entire Agreement and Non-Waiver

11.1 This Memorandum supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the Parties either orally or in writing prior to the date hereof, and which shall become null and void from the date this Memorandum is signed. Each Party warrants and represents to the other that it has not relied on any such commitment, representation, or warranty in entering into this Memorandum. Nothing in this clause shall limit or exclude any liability for fraud. Any amendment to this Memorandum (to be effective), must be in writing and signed by an authorised representative of each Party.



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Handwritten signature
Dr. NAVAS-KM
Chairman & Managing Trustee
Kunhitharuvai Memorial Charitable Trust



- 11.2 The failure of a Party to insist in any one or more instances upon the performance of any provisions of this Memorandum shall not be construed as a waiver or relinquishment of that Party's right to future performance of such provisions and the other Party's obligation in respect of such future performance shall continue in full force and effect.

12. Costs

- 12.1 Each Party shall bear its own costs incurred in connection with the negotiation and preparation of this Memorandum.
- 12.2 Unless the Parties agree otherwise in a separate memorandum of agreement, each Party shall be solely responsible for any costs or expenses incurred following the execution of this Memorandum.

13. Governing Law

- 13.1 This Memorandum shall be governed by and construed in accordance with the laws of Malaysia.
- 13.2 Any disputes arising out of or in connection with this Memorandum shall first be resolved through good-faith negotiations between the Parties.
- 13.3 If the dispute remains unresolved within thirty (30) days, it shall be referred to the Asian International Arbitration Centre (AIAC) for resolution. The arbitration shall be conducted in English, in accordance with the AIAC Rules, and the decision shall be binding on both Parties.
- 13.4 Nothing in this clause prevents either Party from seeking interim relief from Malaysian courts to protect its rights under this Memorandum.
- 13.5 Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted, whether before or after the date of this Memorandum, so far as such modification or re-enactment applies or is capable of applying to any transactions entered into prior to this Memorandum. Additionally, (so far as any liability thereunder may exist or can arise) it shall also include any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced.

14. Liability and Indemnity

- 14.1 Parties shall accept liability to pay damages for actual losses and liabilities including costs arising as a direct result of breach of confidentiality (as per Clause 3 herein), infringements of Parties' intellectual property rights (as per Clause 6 herein) and any conduct in violation of the Personal Data Protection Act 2010 (as per Clause 4 herein).
- 14.2 This provision shall survive and continue for so long as it is necessary to give its full effect, notwithstanding any other provision in this Memorandum.



Handwritten signature of Dr. Navas KM

Dr. NAVAS KM
Chairman & Managing Trustee
Kunhitharuvai Memorial Charitable Trust



15. Others

- 15.1 The undersigned represent and warrant that they are authorised to and have full power to execute, be bound by, deliver and perform the terms and conditions of this Agreement.
- 15.2 The parties agree that this Agreement can be executed by electronic methods (whether by PDF scan, utilisation of an electronic signature platform or application) without the need for an exchange of physical hard copies and shall have the same effect, validity, enforceability, and admissibility as a physical signature to the fullest extent permitted by applicable laws. However, should there be a need to abide by the instructions of the Collector of the Inland Revenue Board of Malaysia upon submission of this Agreement for stamping, Parties shall re-execute this Agreement for the purpose of adhering to the Stamp Act 1949.



Dr. NAVAS KM
Chairman & Managing Trustee
Kunhitharuvai Memorial Charitable Trust



IN WITNESS WHERE OF the parties hereto have hereunto set their hands the day and year first above written.

Company stamp affixed and / or
signed by for and on behalf of
MAHSA UNIVERSITY
(DU044(B)),



[Signature]

Name: Prof. Emeritus Dato' Dr. Ikram Shah Ismail
Designation: Vice Chancellor

in the presence of

[Signature]

Name: Prof Dato' Dr. Mohamed Ibrahim
Designation: Dean, Faculty of Dentistry

[Signature]

Name: Prof Dr. Betsy Sara Thomas
Designation: Professor & Head Doctor in
Periodontology Programme. Faculty of Dentistry

Company stamp affixed and / or
signed by for and on behalf of
KMCT Dental College
[V.12017/07/2017-DE & 12017/08/2017-DE]



[Signature]

Name: Dr. Navas K M
Designation: Chairman

Dr. NAVAS KM
Chairman & Managing Trustee
Kunhitharuvai Memorial Charitable Trust

in the presence of

[Signature]

Name: Dr. Manoj Kumar K P
Designation: Principal

[Signature]

Name: Dr. Santhosh V C
Designation: Prof & Coordinator