

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INSTITUTE OF TECHNOLOGY PETRONAS
SDN. BHD.**

(COMPANY NO. 352875-U)

AND

**KLE DR. M. S. SHESHGIRI COLLEGE OF
ENGINEERING AND TECHNOLOGY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") is made and entered into this 1 day of January 2019;

BETWEEN: **Institute of Technology PETRONAS Sdn. Bhd.**
[Company No. 352875-U], a company incorporated in Malaysia and having its registered address at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur (hereinafter referred to as "ITPSB");

AND: **KLE DR. M.S. Sheshgiri College of Engineering and Technology**, a college located at Udyambag, Belgaum-590008 Karnataka, India (hereinafter referred to as "KLESCET").

(ITPSB and KLESCET are collectively referred to as the "Parties" and individually as the "Party")

WHEREAS:

- A. ITPSB, a subsidiary of PETRONAS, owns and manages Universiti Teknologi PETRONAS (hereinafter referred to as "UTP"), a private higher learning institution established under the Private Higher Educational Institutions Act 1996 located at 32610 Bandar Seri Iskandar, Perak.
- B. KLESCET belongs to KLE Society, a society which has a legacy of 102 years in the field of Education and is one of the largest education societies in the Asia continent.
- C. The Parties desire to establish a collaboration to enhance their respective scientific, technical and engineering competencies and to develop beneficial programmes pursuant thereto (hereinafter referred to as the "Collaboration").
- D. The Parties have accordingly agreed to enter into this MoU to outline the understanding of the Parties in relation to the scope and objectives of the Collaboration and the respective rights and responsibilities of the Parties thereto.

NOW THEREFORE, the Parties hereby agree as follows:-

1. SCOPE OF THE COLLABORATION

- 1.1 The Parties shall, at their discretion hereto, collaborate in:
 - 1.1.1 Student Mobility
 - 1.1.2 Staff Exchange
 - 1.1.3 Joint Advocacy
 - 1.1.4 Joint Research
 - 1.1.5 Any other areas of collaboration to be mutually agreed upon by the Parties (if any).

In the event the Parties mutually agree to pursue a particular research project in the abovementioned areas, a separate agreement shall be entered into to detail out the roles and obligations of the Parties.

- 1.2 Each Party shall use all means reasonably available to it subject to ordinary budgetary and financial constraints so as to ensure successful implementation of the Collaboration and the Parties shall use their best endeavour to collaborate in good faith to the best interest of all Parties.

2. CONFIDENTIALITY

- 2.1. The Parties agree that the Collaboration may involve the disclosure of certain confidential information of the Parties respectively. For the purpose of this MoU, the term "Confidential Information" refers to any and all information including but not limited to information pertaining to curriculum, courses, syllabus, teaching materials, research activities and technical information made available by a Party ("Disclosing Party") to the other Party ("Receiving Party") during the course of the Collaboration. All "Confidential Information" shall be marked or identified as "CONFIDENTIAL" in writing and in a conspicuous manner at the time it is disclosed to the Receiving Party.
- 2.2. The Receiving Party hereby covenants to keep in strict confidence all Confidential Information and undertakes not to divulge or disclose the Confidential Information to any third party without specific written permission of the Disclosing Party. The confidentiality obligations hereunder shall not apply to the Confidential Information which:-
 - (a) is or has become obsolete or is already in the public domain without any breach of the provisions in Clause 2 herein;
 - (b) is already in the possession of the Party prior to the execution of this MoU;
 - (c) is independently developed or obtained by the Party;
 - (d) is obtained by the Party from any third party without confidentiality obligations; or
 - (e) a court of competent jurisdiction or any governmental or regulatory body orders to disclose the Confidential Information, provided however, that such disclosure is limited to that which is required to be disclosed.
- 2.3. The provision of this Clause 2 shall survive the expiry or termination of this MoU for a period of three (3) years.

3. INTELLECTUAL PROPERTY

- 3.1. For the purpose of this MoU, Intellectual Property Rights shall include all data, specifications, materials, research activities and technical information solutions, drawings, know-how and technical information developed, obtained, created, written, prepared or discovered, whether patentable nor not, arising

from the Collaboration or otherwise brought into existence pursuant to this MoU.

Specifically:

- (a) Background Intellectual Property Rights shall include any Intellectual Property Rights that are possessed by each Party prior to the commencement of this MoU and/or developed independently by the Parties. Any Background Intellectual Property Rights that are made available as between the Parties for the performance of the Collaboration shall remain the separate property of the Party making such Background Intellectual Property Rights available, and nothing in this MoU shall be construed to grant any implied license to the other Party to use such Background Intellectual Property Rights other than in performance of this Collaboration.
- (b) Foreground Intellectual Property Rights shall include any Intellectual Property Rights that arise, or are obtained or developed, created, written, prepared and discovered jointly by the Parties, arising or otherwise brought into existence pursuant to this Collaboration.

- 3.2 The ownership of all Foreground Intellectual Property Rights arising out of the Collaboration shall be expressly subject to a Joint Development Agreement to be mutually agreed by the Parties.

4. DURATION, TERMINATION AND WITHDRAWAL

4.1. Duration

- (i) This MoU shall come into effect upon signing by the Parties and remain in force for a period of five (5) years. The Parties may, by a three (3) month written notice to the other before expiry of the MoU, apply to extend this MoU on mutually agreed terms failing which this MoU shall lapse and shall be of no further effect and neither Party shall have any further claims against the other thereafter.
- (ii) Without prejudice to the provisions in (i) above, the Parties may in the course of implementation of the terms of this MoU, execute a formal Collaboration Agreement or any other such written agreements in respect of any developments and/or expansion to the scope of the collaboration arising from the MoU.

4.2 Termination and Withdrawal from the MoU

- (i) Either Party may terminate or withdraw from this MoU for any reason whatsoever by providing to the other Party a six (6) month written notice of its intention to terminate or withdraw from this MoU.

- (ii) The Parties do agree that such rights of termination under sub clause 4.2 (i) above may be as a result of a written directive or instruction from the Government of Malaysia.
- (iii) Upon termination of this MoU, neither Party shall be liable to the other in respect of any claims, damages, costs or expenses of any nature except for those rights arising from Clause 2 herein before provided.

5. COSTS AND EXPENSES

- 5.1. Each Party shall bear its own costs and expenses incurred in preparing, executing and implementing the collaboration under this MoU.
- 5.2. Each Party shall bear its own solicitor's costs in the preparation and stamping of this MoU.

6. DISCLAIMER

Each Party shall be solely responsible for its own acts and omissions (and the acts and omissions of its directors, employees, consultants and other agents) and no Party shall have the authority nor shall it purport to act for, or legally bind, the other Party in a transaction with a third party except as authorised in writing by the Parties.

7. GOVERNING LAW

This MoU shall be governed by and construed in accordance with the laws of Malaysia.

8. RELATIONSHIP OF THE PARTIES

Nothing contained in this MoU shall be construed as establishing or creating between the Parties a relationship of master-and-servant or of principal-and-agent. The relationship between the Parties shall be that between equal independent contractors.

9. NON-BINDING OBLIGATIONS

- 9.1. The Parties do hereby agree, declare, covenant and undertake that this MoU outlines the understanding between the Parties with regard to the subject matter herein and may be subject to change or variation at the absolute discretion of the Parties herein, in the course of implementation of the collaboration, provided always that such discretion is exercised only upon mutual consent of the Parties.
- 9.2. The Parties do further hereby agree, declare, covenant and undertake that except where it is specifically provided herein, the MoU is not intended to

create any legal obligations and shall not be legally binding on the Parties hereto.

10. MISCELLANEOUS

- 10.1. The official language to be used for execution and cooperation under this MoU shall be English.
- 10.2. Any amendment or modification to this MoU shall be made upon mutual consent of the Parties vide a written notice executed by the duly authorised representative(s) of each Party hereto.
- 10.3. A waiver of any of the rights or remedies available to any Party hereto shall not be valid and effective unless expressed in writing and executed by the duly authorised representative(s) of the Party. Such a waiver by any of the parties hereto shall not be construed as a waiver in respect of any other breach, antecedent or future.
- 10.4. Each Party shall be solely responsible for their respective tax implications (if any) arising out of the performance of the terms and conditions of this MoU.

11. NOTICES

- 11.1 Any notice required to be delivered hereunder shall be sent to the Parties at the following respective addresses:

(i) **If to ITPSB:** Universiti Teknologi PETRONAS
32610 Bandar Seri Iskandar
Perak
Malaysia
Facsimile: +605-3688151
Email: aidid@utp.edu.my
Attention to: Chief Strategy Officer

(ii) **If to KLESCET:** KLE Dr. M.S. Sheshgiri College of Engineering and
Technology
Udyambag, Belgaum-590008, Karnataka
India
Facsimile: +91831-2441644
Email: deshannavar@gmail.com
Attention to: Dr. Umesh B. Deshannavar

- 11.2 Every notice or communication so sent shall be considered to have been received upon actual receipt.
- 11.3 Any Party may substitute or change its address by written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorised representatives on the day and year first above written.

For and on behalf of
INSTITUTE OF TECHNOLOGY PETRONAS SDN. BHD.



By :
Name : Prof. Dr. Mohamed Ibrahim Abdul Mutalib
Designation : Vice Chancellor and MD/CEO

In the presence of :
Name : Ir. Dr. Aidid Chee Tahir
Designation : Chief Strategy Officer

For and on behalf of
KLE DR.M S SHESHGIRI COLLEGE OF ENGINEERING AND TECHNOLOGY

By :
Name : Prof. Dr. Basavaraj G. Katageri
Designation : Principal



In the presence of :
Name : Prof. Dr. Umesh B. Deshannavar
Designation : Professor & Head of Chemical Engineering Department

