

**MEMORANDUM OF AGREEMENT  
FOR ACADEMIC COLLABORATION**

Between

**ACS COLLEGE OF ENGINEERING  
(A UNIT OF RAJARAJESWARI GROUP OF INSTITUTIONS, BANGALORE, INDIA)**

and

**SCHOOL OF ENGINEERING, UNIVERSITY OF ABERDEEN  
SCOTLAND, United Kingdom**

Whereas the above named institutions recognize that academic collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic cooperation with the Rajarajeswari Group of Institutions and the School of Engineering, University of Aberdeen, Scotland, UK, it is agreed that:

**Faculty**

Each institution will promote the exchange of faculty for teaching and/or for collaborative research programs in the area of Engineering.

**Students**

2.01 Each institution will promote internship or/and semester exchange of qualified undergraduate and/or graduate students in the other's academic programs.

a. Exchange: Each student involved in an exchange program will be subject to the admission requirements, tuition and fees of the host institution. Language competency must be at a level that will allow participating students to attend classes in the language of the host institution.

b. Internship: Students will not pay tuition or fees that are involved at the host institution in an internship program as it does not include enrolling in classes. Application for the internship should be submitted to the faculty coordinators of this agreement.

2.02 Students will be responsible for their own transportation to and from the host institution, as well as for their room board, insurance and any other necessary fees while attending the host institution.

**Term**

3.01 This Memorandum of Agreement will become effective on the final date of signing and will have duration of five years.

3.02 This Memorandum of Agreement may be terminated by either party by providing 180 days written notice to the Coordinators listed below.



  
**Principal**

**A.C.S. College of Engineering**  
Kambipura, Mysore Road, Kengeri Hobli,  
Bangalore - 560 074



**UNIVERSITY  
OF ABERDEEN**

School of Engineering  
Fraser Noble Building, King's College  
Aberdeen AB24 3UE, Scotland, UK

Direct Tel: +44 (0) 1224 272817  
Fax: +44 (0) 1224 272497  
Mobile: +44 (0) 7908 003241  
email: k.nakkeeran@abdn.ac.uk

#### Designation of Coordinators

4.01 Each party designates the following officials to serve as Coordinators under this Memorandum of Agreement. Individuals designated as Coordinators may be revised by either party by providing written notice to the current Coordinators.

School of Engineering,  
University of Aberdeen

**Dr. Nakkeeran Kaliyaperumal**  
Senior Lecturer, EEE Programme Leader  
School of Engineering, Fraser Noble Building  
Aberdeen AB24 3UE, Scotland, UK  
E-mail: k.nakkeeran@abdn.ac.uk  
Phone Number: + 44 (0) 1224 272817

Rajarajeswari Group of Institutions,  
Bangalore

**Sri. Kalyanam Kannan**  
Director  
Center for Test and Data Sciences  
ACS College of Engineering  
Rajarajeswari Group of Institutions  
E- mail: director.ctds@rrce.org

#### General

5.01 The University of Aberdeen and the Rajarajeswari Group of Institutions may work to develop a viable and sustainable model for the financing of this collaboration. With approval of the appropriate administrative officials of the respective institutions, the program coordinators may explore the development of funding to carry out this collaboration.

5.02 Each institution agrees to comply with the host country's immigration guidelines in support of exchanges of international students and/or faculty.

5.03 All activities conducted under this Memorandum of Agreement will be in accordance with all applicable rules and regulations of the home and host institutions, and all applicable federal, state and local laws, rules and regulations.

The parties have executed this Memorandum of Agreement on the date and year last specified.  
Signed on 14<sup>th</sup> December 2019.

#### Designated Signees:

School of Engineering,  
University of Aberdeen

RajaRajeswari Group of Institutions,  
Bangalore

Dr. Nakkeeran Kaliyaperumal  
EEE Programme Leader  
School of Engineering, Fraser Noble Building  
Aberdeen AB24 3UE, Scotland, UK  
E-mail: k.nakkeeran@abdn.ac.uk  
Phone Number: + 44 (0) 1224 272817

(Dr. S Vijayanand)  
Executive Director  
RajaRajeswari Group of Institutions  
No.202, Kambipura, Mysore Road  
Bengaluru - 560 074  
E- mail: executivedirector@rrgroupinsts.org



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Bangalore - 560 074

# MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**ACS COLLEGE OF ENGINEERING, INDIA**



UNIVERSITI  
TEKNOLOGI  
PETRONAS



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Principal

A.C.S. College of Engineering  
Kambipura, Mysore Road, Kengeri Hobli,  
Bangalore - 560 074



**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the "MoU") is made and entered into this 20<sup>th</sup> day of November 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:** **ACS COLLEGE OF ENGINEERING**, is Affiliated to Visvesvaraya Technological University, Belgavi, Karnataka. Approved by AICTE [Institute permanent ID: 1-3287291, New Delhi & Govt. of Karnataka. Accredited by HLACT, Texas, USA (Internationally) and by NBA (CSE, ECE, Mech, Bio-Medical & Aeronautical Departments) and having its registered address at Kambipura, Bengaluru-Mysore Hi-Way, Bengaluru – 560 074 (hereinafter referred to as "ACSCE").

(ITPSB and ACSCE 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 Private Higher Educational Institutions Act 1996 located at Bandar Seri Iskandar, Perak.
- B. ACSCE under RajaRajeswari Group of Institutions (RRGI), Bengaluru, India, a private higher learning institution The College is approved by All India Council for Technical Education, New Delhi, and Govt. of Karnataka & affiliated to Visvesvaraya Technological University (VTU), Belgavi, Karnataka. The college is also ISO 9001-2008 certified.
- C. The Parties desire to establish a collaboration to enhance their respective scientific, technical and engineering competencies and to develop beneficial programmes pursuant thereto as detailed out in Clause 1 of Scope of Collaboration. (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.



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**Principal**

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**NOW THEREFORE**, the Parties hereby agree as follows:

## **1. SCOPE OF THE COLLABORATION**

1.1 The Parties shall, at their discretion hereto, collaborate in the following areas:

- 1.1.1 Joint organization of seminars, symposium, conferences or public lectures;
- 1.1.2 Visiting Professor or Adjunct Lecture at either institution as part of the initiative on sharing of knowledge and expertise;
- 1.1.3 Conducting and delivering short courses;
- 1.1.4 Joint research and development activities or project which may include sharing of facilities and equipment, and matching of research grants;
- 1.1.5 Joint supervision and external examiner for postgraduate students;
- 1.1.6 Joint publications of research outcomes, exchange of publications, academic materials and other information;
- 1.1.7 Staff mobility programme (including but not limited to sabbatical, post-doctoral works, exchange or research attachment);
- 1.1.8 Students mobility programme (including but not limited to exchange, internship, research attachment, summer programme);
- 1.1.9 Any other activities that the Parties deem mutually beneficial.

In the event the Parties mutually agree to pursue any of the abovementioned activities, a separate written document 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



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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 orders to disclose.

2.3 The provision of this Clause 2 shall survive the expiry or termination of this MoU.

### 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.



*[Signature]*  
**Principal**

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#### 4. DURATION, TERMINATION AND WITHDRAWAL

##### 4.1 Duration

- a. 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.
- b. Without prejudice to the provisions in (a) 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

- a. Either Party may terminate or withdraw from this MoU for any reason whatsoever by providing to the other Party a three (3) month written notice of its intention to terminate or withdraw from this MoU.
- b. 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. COST 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.



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Principal

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## 7. DISPUTE RESOLUTION

- 7.1 This MoU shall be governed by and construed in accordance with the laws of both the nation i.e., **India & Malaysia**
- 7.2 Any and all disputes, controversies and conflicts between or among the parties arising out of or relating to or in connection with this MoU and the performance or non-performance of the rights and obligations set forth herein shall be negotiated to arrive at a mutual and amicable settlement failing the parties here by expressly agreed that **where the cause of action arose** shall have exclusive jurisdiction to entertain any suit arising out of or in connection with this MoU and laws of both the countries shall apply.

## 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. NAME, OFFICIAL EMBLEM AND LOGO

- 10.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.
- 10.2 Any use of the Brand Materials for the purposes stated in Clause 10.1 above shall first obtain the written consent of the other Party and shall comply with all reasonable instructions as to the use of the other party's Brand Materials.



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## 11. MISCELLANEOUS

- 11.1 The official language to be used for execution and cooperation under this MoU shall be English.
- 11.2 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.
- 11.3 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.
- 11.4 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.

## 12. NOTICES

- 12.1 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: [alliance@utp.edu.my](mailto:alliance@utp.edu.my)  
Attention to: Chief Strategy Officer

(ii) If to ACSCE: **ACS College of Engineering**  
Kambipura, Bengaluru - Mysore Hi-Way, Bangalore – 560 074  
Facsimile: 080 28437989  
Email: [admission@acsce.edu.in](mailto:admission@acsce.edu.in)  
Telephone: +91-80-2843 7955, 080 28437855  
Attention to: Executive Director, Special Officer

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

[END OF CLAUSES]

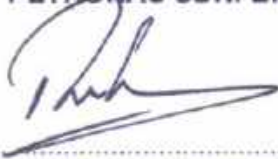


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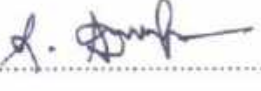
**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorised representatives on the day and year first above written.

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

By :   
Name : **Prof. Ts. Dr. Mohamed Ibrahim Bin Abdul Mutalib**  
Designation : **Vice Chancellor and CEO**


In the presence of :   
Name : **Zaimizi Hambani**  
Designation : **Director, Strategic Alliance Office**

For and on behalf of  
**ACS COLLEGE OF ENGINEERING**

By :   
Name : **Er. A C S Arun Kumar**  
Designation : **President, ACS College of Engineering, Bengaluru, Karnataka.**

In the presence of :   
Name : **Dr. S Jeyabalan**  
Designation : **Special officer, ACS College of Engineering, Bengaluru, Karnataka.**



  
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