



COOPERATION AGREEMENT

between

**SUMY STATE UNIVERSITY (SUMDU),
SUMY, UKRAINE**

and

**SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL AND RESEARCH CENTRE,
ARIYUR, PUDUCHERRY, INDIA**

Aiming at establishing direct and mutually beneficial cooperation in the field of higher education and research setting a framework for planning and realization of joint activities **Sumy State University**, represented by Rector **Prof. Vasyl D. Karpusha** and **Sri Venkateshwaraa Medical College Hospital and Research Centre**, represented by Chairman **Mr. B. Ramachandiran**, further referred to as Parties, have entered into this **Cooperation Agreement** and agreed upon the following:

1. Scope of the Agreement

The Parties agree to promote and support:

1.1 Academic exchange of research and teaching staff for short-term and long-term teaching, training, research work and professional development.

1.2 Organization of joint research activities, participation in conferences, seminars and workshops as well as joint publications in peer-reviewed scientific journals, including those of Web of Science and Scopus databases.

1.3 Joint participation in international grant programs and projects, dissemination of their results and ensuring their sustainability, attraction wherever possible of third-party funding to support joint activities.

1.4 Mobility of students and post-graduates, providing necessary conditions for expansion of their knowledge and skills, global and intercultural outlook.

1.5 Facilitation of virtual or hybrid form of cooperation where necessary according to the Articles 1-4 of the present agreement.

2. Terms and principles of realization

2.1 This Agreement is valid for a period of five years from the date of the final signature and may be renewed for the next five-year period automatically, unless written notice is provided from either University concerning revision or termination of the Agreement at least 3 months prior to the expiration date.

2.2 For each programme of cooperation Parties conclude additional agreements that define responsible staff members, terms, financial resources, legal frameworks and other conditions for their accomplishment.

2.3 Both Parties designate contact persons for future communication on cooperation activities.

2.4 The Agreement is concluded in two equally valid copies in English language.

3. Contact information

Sumy State University

2, Rymkogo-Korsakova St.,
40007 Sumy, Ukraine
+38 0542 64-04-99,
Tel/fax: +38 0542 33-10-81
E-mail: info@dir.sumdu.edu.ua
www.sumdu.edu.ua

For Sumy State University


Prof. Vasyl D. Karpusha
Rector


Dr. Kostyantyn I. Kyrychenko
Head, International Affairs Department

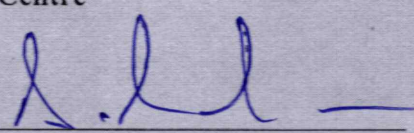
Date 5.05.2022

Sri Venkateshwaraa Medical College Hospital and Research Centre

13-A, Pondy-Villupuram Main Road,
Ariyur, Puducherry-605102
0413 - 2260601

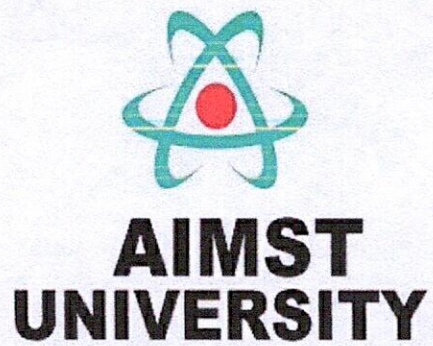
E-mail: svmch_pondy@yahoo.com
www.svmchrc.ac.in

For Sri Venkateshwaraa Medical College Hospital and Research Centre


Mr. B. Ramachandiran
Chairman



Date 5/05/2022



MEMORANDUM OF UNDERSTANDING

BETWEEN

**AIMST UNIVERSITY
MALAYSIA**

AND

**SRI VENKATESHWARAA MEDICAL COLLEGE HOSPITAL
AND RESEARCH CENTRE, PUDUCHERRY
INDIA**

THIS MEMORANDUM OF UNDERSTANDING made this **18th day of August 2022** in two (2) original texts each in the English language, all texts being equally authentic.

BETWEEN

AIMST UNIVERSITY, a private university of higher learning established in Malaysia under the Private Higher Education Institutions Act 1996 [Act 555] and having a license number of DU010(K) with its registered address at Batu 3 ½, Jalan Bedong-Semeling, 08100 Bedong, Kedah Darul Aman, Malaysia (hereinafter referred to as "**AIMST**"), of the one part

AND

SRI VENKATESHWARAA MEDICAL COLLEGE HOSPITAL AND RESEARCH CENTRE, a non-profit self-financing Telugu minority Institution, established by Ramachandra Educational Trust, registered under Indian Trust Act, 1882 having its registered office at No. 4, 42nd street, 6th Avenue, Ashok Nagar, Chennai (hereinafter referred to as "**SVMCHR & RC**"), of the other part

(**AIMST** and **SVMCHR & RC** hereinafter referred to singularly as "the Party" and collectively as "the Parties");

WHEREAS the Parties:-

DESIRING to strengthen and further develop the friendly relations between the Parties in the field of academic programmes related to health sciences courses;

APPRECIATING the importance of enhancing tertiary education for economic development as well as a means to further develop the ties between both Parties;

CONVINCED of the necessity for a lasting and effective cooperation in the interest of the Parties; and

BELIEVING that such cooperation would serve their common interests and contribute to the enhancement of tertiary education for the benefit of both Parties.

NOW BOTH PARTIES HAVE AGREED as follows:

ARTICLE I OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies, of each Party from time to time in force, agree to strengthen, promote and develop cooperation in tertiary education, as well as the development of activities for the purpose of mutual recognition.

ARTICLE II AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations, procedures and national policies from time to time in force governing or relating to the subject matter of this Memorandum of Understanding, endeavour to take necessary steps to encourage and promote co-operation in the following areas :-
 - a) Mobility programme for students including study visit, and or industrial visit, etc.
 - b) To enhance the quality of teaching, training and research activities
 - c) Franchise programme and joint initiation for pathway study progression and/or joint, degree and/or twinning programmes
 - d) Faculty staff mobility including e.g. guest lecture and co-lecture, visiting both ends.

- e) Teaching and collaborative research project, conferences, seminars, certificate courses and workshops, etc.
 - f) Exchange of information in the areas of learning, teaching and research requirements by sharing library/laboratory resources, publications and patents.
 - g) Bilateral programmes and/or projects between Parties that will mutually benefit the Parties; and
 - h) Any other areas of co-operation in the field to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any area stated in paragraph 1, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.
3. The Parties will have the right to use and publish any information derived from implementing the cooperation in respect of any area stated in paragraph 1 provided that written consent is obtained from the other Party. In the event that one Party wishes to publish, disclose and/or present (in any form of disclosure) the data and/or the outcomes arising from this Memorandum of Understanding, the Party will submit a draft of each such publication or presentation to the other Party and give the right to have certain parts of the said publication or presentation to be removed or amended by the other Party itself. In any such publication, the contribution of the Parties will be acknowledged.

ARTICLE III

PROJECT STEERING COMMITTEE

1. The Parties will establish a Project Steering Committee (hereinafter referred to as "Project Steering Committee") to review the implementation of this Memorandum of Understanding between the two Parties.

2. The Project Steering Committee will consider ways and means to promote the aforesaid objective and to ensure the proper coordination and implementation of its decisions and/or recommendations. The Project Steering Committee will also review the progress of the implementation of all understandings concluded between the Parties within the framework of this Memorandum of Understanding and take steps to ensure the active and prompt implementation of the understandings.
3. The Project Steering Committee will be chaired by the Vice-Chancellor of AIMST or alternatively by the related Faculty Dean of AIMST and by the Chairperson of SVMCH & RC or alternatively Dean of SVMCH&RC on behalf of SVMCH & RC, with participation by other relevant stakeholders of the Parties, as appropriate and mutually agreed upon by the Parties.
4. The Project Steering Committee will meet at a date and venue convenient to and decided upon by the Parties. In case of pandemic, virtual meetings can be conducted on convenient date.
6. The composition and procedure of the Project Steering Committee will be jointly decided upon by the Parties.
7. The decisions and other conclusions of the Project Steering Committee will be reflected in the minutes of the meeting and the Parties will take appropriate steps to implement these decisions and conclusions as soon as practicable.

ARTICLE IV IMPLEMENTATION

In the implementation of this Memorandum of Understanding, AIMST and SVMCH&RC will arrange the details of any activities to be carried out, recognizing that the exchange of any staff or materials will not necessarily be simultaneously reciprocal.

ARTICLE V
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE VI
PARTICIPATION OF THIRD PARTY

Either Party may invite the participation of a third party in the joint activities and/or programmes being carried out under this Memorandum of Understanding subject to written approval of the other Party. In carrying out such joint activities and/or programmes, the third party will be subject to all conditions and provisions of this Memorandum of Understanding unless the Parties agreed otherwise.

ARTICLE VII
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property (IP) rights will be enforced in conformity with the national laws, rules and regulations of the Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out :-

- (i) jointly by the Parties and obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by either Party and obtained through the sole and separate effort of either Party, will be solely owned by the Party concerned.
4. The Parties agree that if any joint projects are undertaken in the course during the active duration of the signed Memorandum of Understanding, they would follow the terms mentioned in paragraph 2 of Article II, to avoid any conflict pertaining to intellectual property (IP) ownership. Therefore, the Parties acknowledge and agree that separate contractual document(s) shall be entered into between AIMST and SVMCH&RC in relation to IP ownership and commercialization prior to starting any joint projects.

ARTICLE VIII

CONFIDENTIALITY

1. Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding .
2. The Parties agree that the provisions of this Article will continue to be binding between the Parties notwithstanding the termination or suspension of this Memorandum of Understanding .

ARTICLE IX SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE X REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding .
2. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and shall form part of this Memorandum of Understanding .
3. Such revision, modification or amendment will enter into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE XI SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding will be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal.

ARTICLE XII
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into force on the date of signing and will remain in force for a period of five (5) years.
2. Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to its intention to do so.
3. The termination of this Memorandum of Understanding will not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this Memorandum of Understanding.

ARTICLE XIII
APPLICABLE LAW

1. This Agreement is subject to the laws of Malaysia / India.

ARTICLE XIV
ASSIGNMENT

The agreement shall not be assigned in whole or part to any other party which is not part of this this agreement, without prior written consent of the other party of this agreement.

**ARTICLE XV
STAMP DUTY**

1. Each party must bear its own costs arising out of the negotiation and preparation of this Agreement.
2. All stamp duty chargeable on this Agreement, on any instrument executed under it, and in respect of any transaction evidenced by this Agreement shall be borne equally by the parties.

**ARTICLE XVI
NOTICE**

1. Any notice required to be given pursuant to this Agreement shall be in writing and may be delivered or posted by ordinary mail, postage prepaid, to the Party to which such notice is required to be given under this Agreement at the address below.

To Sri Venkateshwaraa Medical College Hospital and Research Centre

Dr. S. Ratnasamy

Dean

Sri Venkateshwaraa Medical College Hospital and Research Centre,

13A, Pondy- Villupuram Main Road,

Ariyur, Puducherry – 605 102.

Telephone no.: 0413 - 2645001

Mobile phone no.: 81110 88555

Email: dean@svmchrc.ac.in

To AIMST University:

Dr. Geevaneswary Saththasivam

Director

AIMST University
Business Development Division, Jalan Bedong-Semeling
08100 Bedong, Kedah Darul Aman, Malaysia
Telephone no.: 604-429 8001
Mobile phone no.: +60 12-461 5614
Facsimile no.: 604-429 8009
Email: geevaneswary@aimst.edu.my

2. The addresses referred to in the preceding sub-clause may, from time to time, be changed by written notice.
3. Any notice given under this clause by post shall be deemed to have duly served at the expiration of three (3) clear days (i.e. excluding weekends or public holidays) after the time of such posting and production of any official post office receipt showing the time and date of posting shall be conclusive evidence of the time and date of posting.

ARTICLE XVII ENTIRE AGREEMENT

The terms of the agreement between the parties are those set out in this agreement and the schedules and no written or oral agreement or understanding made or entered into prior to the date of this agreement shall anyway be read or incorporated into this agreement.

ARTICLE XVIII SUCCESSORS-IN-TITLE

This agreement shall be binding on the respective heirs, personal representatives, receivers, successors-in-title and of the parties thereto.

ARTICLE XIX
PERSONAL DATA PROTECTION ACT 2010

The parties agree to comply with all data protection provisions including, without limitation, the personal data protection act 2010 and any other applicable legislation relating to data protection.

ARTICLE XX
PROHIBITION OF CORRUPT PRACTICES

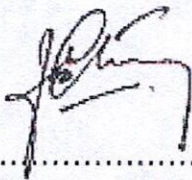
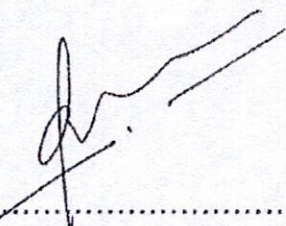
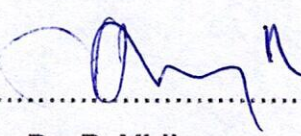
Conflict of Interest

1. Neither SVMCH & RC nor any of its representatives shall give to, or receive from, AIMST or its representatives any commission, fee, rebate, or any gift or entertainment of value in connection with this Memorandum of Understanding.
2. SVMCH & RC shall:
 - a. Promptly notify AIMST of any violation of this clause; and
 - b. Repay or credit to AIMST any consideration received as a result of such violation.
3. In addition to the rights AIMST has under this Memorandum of Understanding, if any violation of this Article occurring prior to the date of this Memorandum of Understanding resulted directly or indirectly in AIMST entering into this Memorandum of Understanding, AIMST may at its option terminate this Memorandum of Understanding at any time and (despite any other provision of this Memorandum of Understanding) pay no compensation or reimbursement to SVMCH & RC whatsoever after the date of termination.

Anti-Corruption

1. Each Party shall:
 - a. comply with all applicable laws relating to anti-corruption including but not limited to regulations of the Malaysian Anti-Corruption Commission Act 2009, in connection with its conduct under this Memorandum of Understanding;
 - b. have and shall maintain in place throughout the term of the Memorandum of Understanding its own policies and procedures, to ensure compliance with the laws and will enforce them where appropriate; and
 - c. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Memorandum of Understanding.
2. Each Party shall ensure that any associate (as defined in Section 3 of the Malaysian Anti-Corruption Commission Act 2009) (hereinafter referred to as "Associate") who it involves in the performance of any obligations under this Memorandum of Understanding and/or the provision of support services does so only on the basis of a written agreement which imposes on and secures from such associate terms equivalent to those imposed on the Parties under this Article XXI. The Parties shall be responsible for the observance and performance by such associate of such terms and shall be liable to the other Parties for any breach by such associate of any such terms.
3. The Parties acknowledge and agree that any breach of this Article XXI (however trivial) shall be deemed to be an irremediable material breach of this Memorandum of Understanding.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed in their respective names by their duly authorized representatives.

FOR AIMST UNIVERSITY	FOR SRI VENKATESHWARAA MEDICAL COLLEGE HOSPITAL AND RESEARCH CENTRE
  Prof. Datuk Dr. John Antony Xavier Vice-Chancellor & Chief Executive AIMST University Malaysia	 Dr. S. Ratnasamy Dean Sri Venkateshwaraa Medical College Hospital and Research Centre Puducherry - 605 102, India
Witnessed by:   Prof. Dr. P.K. Rajesh Deputy Vice Chancellor (Academic & International Affairs) AIMST University, Malaysia	Witnessed by:  Dr. B. Vidhya, Chief Operating Officer Sri Venkateshwaraa Group of Institutions Puducherry - 605 102, India

DEAN
Sri Venkateshwaraa Medical College
Hospital & Research Centre
Ariyur, Puducherry-605 102.

Dr. B. VIDHYA, MDS.,
Chief Operating Officer,
Sri Venkateshwaraa Group of Institutions,
No. 13-A, Pondy-Villupuram Main Road,
Ariyur, Puducherry - 605 102.



Memorandum of understanding
between

Sri Venkateshwaraa Group of institutions and
North-Western state medical university
named after I.I. Mechnikov

Sri Venkateshwaraa Group of institutions, with legal address 13-A, Pondy, Villupuram Main Rd, Ariyur, Puducherry 605102, represented by Professor ARUN KULANDAIVELU THIRUMALAIVELU, and North-Western State Medical University named after I.I Mechnikov under the Ministry of Health of the Russian Federation, hereinafter referred to as North-Western State Medical University named after I.I Mechnikov, with legal address 191015, Russia, Saint-Petersburg, Kirochnaya str. 41, represented by its Rector Sergey A. Sayganov, agree to establish this Memorandum of Understanding according to the following terms:



Меморандум о взаимопонимании между
Шри-Венкатешвара Группой учреждений и
федеральным государственным бюджетным
образовательным учреждением высшего
образования «Северо-Западный
государственный медицинский университет
им.И.И.Мечникова» Министерства
здравоохранения Российской Федерации

Шри-Венкатешвара Группа учреждений, юридический адрес 13А, Понди-Виллупурам, Арийур, Пудучерри 605 102, в лице профессора Арун Куландаивелу Тирумалаивелу, и федеральное государственное бюджетное образовательное учреждение высшего образования «Северо-Западный государственный медицинский университет имени И.И. Мечникова» Министерства здравоохранения Российской Федерации, именуемое в дальнейшем «Северо-Западный государственный медицинский университет им. И.И. Мечникова», юридический адрес 191015, Россия, Санкт-Петербург, Кирочная 41, в лице ректора Сергея Анатольевича Сайганова, договариваются в настоящем Меморандуме о взаимопонимании о следующих условиях:

Article I: Purpose

The purpose of this Memorandum is the joint academic cooperation through one or more of the following activities:

- scientific research;
- educational activities in subjects of common interest;
- mobility of academic staff and researchers;
- mobility of students and doctoral candidates for academic activities to be recognized through a procedure jointly agreed by the Parties;
- exchange of information and bibliographic materials, sharing of know-how about higher education activities extension, included the mobility of technical, administrative and librarian staff connected to these goals;
- participation in seminars and academic meetings.

Article II: Implementation

If the implementation of the previous article requires an agreement between the Parties or the provision of financial resources, the Parties shall develop then specific projects and working plans to be formalized in appropriate Addenda connected to this Memorandum. These Addenda shall specify the funds necessary for the implementation of the foreseen activities.

Статья I: Цель

Целью настоящего Меморандума является совместное академическое сотрудничество по одному или нескольким видам деятельности:

- научные исследования;
- образовательная деятельность в областях, представляющих общий интерес;
- академическая мобильность преподавателей и исследователей;
- академическая мобильность студентов и докторантов в рамках учебного процесса, которая будет одобряться посредством согласованной Сторонами процедуры;
- обмен информацией и библиографическими материалами, обмен ноу-хау по расширению деятельности в области высшего образования, включая академическую мобильность технического, административного персонала и персонала библиотек, связанного с этими целями;
- участие в семинарах и научных конференциях.

Статья II: Осуществление

Если реализация предыдущей статьи потребует соглашения между Сторонами или предоставления финансовых ресурсов, Стороны должны разработать конкретные проекты и планы работы, которые будут прописаны в соответствующем Дополнении, связанном с настоящим Меморандумом. В этом Дополнении должны указываться средства, необходимые для реализации предусмотренных мероприятий.

Article III: Intellectual property

The intellectual property rights arising from the activities realized in the framework of this Memorandum belong to both Parties. For the activities which might produce outcomes with economic effects, the Parties shall jointly arrange the property rights and their protection according to their own rules.

Article IV: Resolution of disputes

The Parties shall commit themselves to solving any dispute connected to the interpretation or implementation of this Memorandum through negotiation. When a jointly agreed solution cannot be achieved, the disputes shall be submitted to the special Arbitration Commission composed by three members for a conclusive decision. Each Party shall appoint one member. The two appointed members shall jointly appoint the third member with the role of chairperson.

Article V: Coming into force and term

This Memorandum shall be effective as of the latest signature date below and shall remain in force for a period of 5 years and will then be tacitly renewed, unless notice of termination of the agreement is given by one of the two parties. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.

This Memorandum is drafted in two copies,

Статья III: Интеллектуальная собственность

Права на интеллектуальную собственность, вытекающие из деятельности, реализуемой в рамках настоящего Меморандума, принадлежат обоим Сторонам. По деятельности, имеющей экономические последствия, Стороны договариваются о имущественных правах и их защите в соответствии с собственными правилами.

Статья IV: Разрешение споров

Стороны берут на себя обязательство по решению всех споров, связанных с толкованием или применением настоящего Меморандума, путем переговоров. Когда совместно согласованное решение не может быть достигнуто, споры должны быть представлены для окончательного решения специальной Арбитражной Комиссии, состоящей из трех членов. Каждая Сторона назначает по одному члену. Два назначенных члена должны совместно назначить третьего члена на место председателя.

Статья V: вступление в силу и сроки

Настоящий Меморандум вступает в силу с даты подписания обеими сторонами и действует в течение 5 лет, затем он будет автоматически продлеваться, пока одна из сторон не подаст уведомление о прекращении действия договора. Действующие на тот момент программы сотрудничества должны быть доведены до логического окончания.

Настоящий Меморандум составлен в двух

each copy in two versions: in English and in Russian, all versions with same content. Each Party shall keep one original copy in each of the versions.

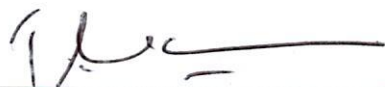
копиях на английском и русском языках, экземпляры имеют одинаковое содержание. У каждой из Сторон должен храниться оригинал.

Профессор Арун Куландаивелу
Тирумалаивелу
Шри-Венкатешвара Группа учреждений

Professor ARUN KULANDAIVELU
THIRUMALAIVELU
Sri Venkateshwaraa Group of institutions

Ректор Северо-Западного государственного
медицинского университета им. И.И.
Мечникова, Профессор Сергей Анатольевич
Сайганов

Rector of the North-Western State Medical
University named after I.I. Mechnikov
Prof. Dr. Sergey A. Sayganov



Place and date: Saint-Petersburg
Место и дата 9/6/2022



Место и дата
Place and date