

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**AIMST UNIVERSITY  
MALAYSIA**

**AND**

**SRI VENKATESHWARAA GROUP OF  
INSTITUTIONS  
INDIA**

**THIS MEMORANDUM OF UNDERSTANDING** made on **18 day of December 2024** in two (2) original texts each in the English language, all texts being equally authentic.

**BETWEEN**

**AIMST UNIVERSITY (Co.No.: 496741-P)**, 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 GROUP OF INSTITUTIONS (SVGI)** was established in 2007 as a Linguistic Minority Institution in Ariyur, Puducherry, affiliated with the Pondicherry University and having its academic office at No. 13A, Pondy – Villupuram Main Road, Ariyur, Puducherry – 605 102, India Represented by its Chief Operating Officer [hereinafter referred to as Sri Venkateshwaraa Group of Institutions (**SVGI**) of the other party.

SVGI Group encompasses several esteemed institutions, including:

**Sri Venkateshwaraa Medical College Hospital and Research Centre**

Established in 2007 with NAAC Accreditation Status "A+."

**Indirani College of Nursing**

Established in 2008 with NAAC Accreditation Status "A."

**Sri Venkateshwaraa College of Physiotherapy**

Established in 2010.

**Sri Venkateshwaraa College of Paramedical Sciences**

Established in 2010.

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**Sri Venkateshwaraa Dental College**

Established in 2014 with NAAC Accreditation Status "A."

**Sri Venkateshwaraa College of Engineering and Technology**

Established in 2014 with NAAC Accreditation Status "A."

**Sri Venkateshwaraa College of Pharmacy**

Established in 2018.

**Sri Venkateshwaraa Medical College Hospital and Research Centre (SVMCH&RC)**

Established in 2007–08 with NAAC "A+" accreditation, SVMCH&RC provides a holistic medical education emphasizing experiential learning. The institution includes a 1,140-bedded hospital and offers postgraduate programs in 19 disciplines, focusing on research and hands-on clinical training.

**Indirani College of Nursing (ICON)**

Established in 2008, ICON is recognized by the Indian Nursing Council and the Tamil Nadu Nurses and Midwives Council, accredited with NAAC "A" status. ICON offers B.Sc., P.B.B.Sc., and M.Sc. Nursing programs, along with DGNM and ANM certifications. These programs emphasize practical skills and community health engagement. Additionally, ICON has achieved Autonomous Status from the University Grants Commission (UGC).

**Sri Venkateshwaraa Dental College (SVDC)**

Established in 2014 with NAAC "A" accreditation, SVDC is a DCI-recognized institution offering a BDS program with an intake of 100 students and MDS programs in six specializations. Equipped with state-of-the-art infrastructure, a dedicated faculty team, and enthusiastic students, the college fosters growth and well-being with a focus on local community development and outreach services.

### **Sri Venkateshwaraa College of Physiotherapy (SVCOPT)**

Established in 2010, SVCOPT was the first self-financing physiotherapy college in the Union Territory of Puducherry. Postgraduate courses have been offered since 2015. The college has consistently set academic benchmarks, with students achieving gold medals annually since 2017. Established in 2010, SVCOPT was the first self-financing physiotherapy college in the Union Territory of Puducherry. Postgraduate courses have been offered since 2015. The college has consistently set academic benchmarks, with students achieving gold medals annually since 2017.

### **Sri Venkateshwaraa College of Paramedical Sciences (SVCPMS)**

Established in 2010, SVCPMS aims to develop skilled technologists and allied healthcare professionals, contributing to the vision of "Creating a Healthier Society." The institution offers undergraduate programs such as B.Sc. in MLT, MRIT, OT&AT, CLT, Optometry, and AEET. Diploma courses are also available in Radiology, Cardiology, and Dialysis Technology. The academic excellence of both the students and faculty is on par with the other premium institutions in and around Puducherry, securing maximum results, gold medals, and upto 95% placements every year. The students are noted both for their curricular and extracurricular activities.

### **Shri Venkateshwara College of Pharmacy (SVCP)**

Established in 2018 by the Ramachandra Educational Trust, is a prominent institution dedicated to the advancement of pharmacy education. The college is approved by the Pharmacy Council of India (PCI) and is affiliated with Pondicherry University (PU) and the Board of Medical Education (BOME), Puducherry. SVCP offers a comprehensive range of pharmacy courses including Diploma in Pharmacy (D. Pharm), Bachelor of Pharmacy (B. Pharm) and Doctor of Pharmacy (Pharm.D). The college is equipped with state-of-the-art facilities, well-equipped laboratories, and qualified faculty to ensure that students receive top-tier education and training. This enables graduates to thrive in the competitive world of pharmacy.

### **Sri Venkateshwaraa College of Engineering and Technology (SVCET)**

Established in 2014, with NAAC accreditation status "A", located in Puducherry, SVCET combines advanced infrastructure with a strong focus on research, innovation, and holistic development. The institution promotes excellence through extracurricular activities, industry collaborations, and cutting-edge learning opportunities.

The college fosters a culture of innovation, supported by state-of-the-art facilities such as a well-resourced Research and Development Cell, which facilitates groundbreaking projects. Centers of Excellence, established in collaboration with industry leaders like AWS, Cisco, and Palo Alto, provide students with specialized training in advanced technologies. This initiative reflects the institution's commitment to academic excellence and professional growth.

SVCET bridges the gap between academic and industry through robust interactions and live projects, ensuring students gain hands-on experience and real-time exposure. The Training and Placement Cell plays a pivotal role, boasting a strong track record of securing successful placements with competitive salary packages, underscoring the college's emphasis on employability and skill development.

### **Common Facilities across SVGI Institutions**

All institutions under the SVGI Group share a centralized library with a seating capacity of 3,500 students. Additional facilities include a fitness center, swimming pool, playgrounds, food courts, and other amenities that provide an excellent and conducive learning environment.

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

WHEREAS the Parties are desirous of entering this Memorandum of Understanding ("**MoU**") to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**DESIRING** to strengthen and further develop the friendly relations between the Parties in the field of academic programmes related to the faculty 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) To exchange information on research and educational programs
  - b) To exchange information on teaching, learning material and other literature
  - c) relevant to their educational and research programs
  - d) To jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein
  - e) To jointly propose and engage in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein
  - f) To exchange, on a reciprocal basis, students at Undergraduate, Post Graduate, Faculty level for limited periods of time for purpose of education and /or research.
2. This collaboration between AIMST and SVGI is a testament to the commitment to excellence and innovation in the field of physiotherapy education and research. Through the mutually beneficial initiatives outlined above, both institutions strive to enhance the learning experiences and academic achievements of their students and faculty.
3. 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.
4. 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 Registrar of AIMST or alternatively by the Faculty Deans of AIMST and by the Principal of SVGI on behalf of SVGI, 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.
5. The composition and procedure of the Project Steering Committee will be jointly decided upon by the Parties.

6. 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 EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, any legally binding or enforceable obligations, express or implies, under domestic or international law.

#### **ARTICLE V IMPLEMENTATION**

In the implementation of this Memorandum of Understanding, AIMST and SVGI 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 VI FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. However, commercials for each program mentioned above, will be worked out jointly and after the same is mutually agreed upon by both the parties concerned, they will enter into a separate agreement which will form part of this Memorandum of Understanding.
3. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

**ARTICLE VII**  
**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 VIII**  
**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 SVGI in relation to IP ownership and commercialization prior to starting any joint projects.

## **ARTICLE IX CONFIDENTIALITY**

1. Each Party agrees to hold strict confidence any and all **Confidential Information** concerning the Program disclosed by the other Party in connection with this Memorandum of Understanding and **shall not disclose** the same to any third party **without prior written** consent of the other Party and shall not use the same for any other purpose than the Program.
2. The obligations of confidentiality according to this Article shall not apply to such information for which it can be proved that the information:-
  - (a) is at the time of disclosure **generally available to the public**;
  - (b) becomes after disclosure, generally available to the public through no fault of the receiving Party,
  - (c) is prior to the disclosure in the receiving Party's possession as evidenced in the documentary form,
  - (d) is received from any third party with a right to disclose; or
  - (e) is **independently developed** without using information disclosed by the other Party.

3. 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 X 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 XI 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 XII**  
**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 XIII**  
**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 **three (3) months** advance notice in writing of such termination of its intention to terminate this Memorandum of Understanding.
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 XIV**  
**APPLICABLE LAW**

This Memorandum of Understanding shall be deemed to have been made and executed in Malaysia and shall be governed and construed in accordance with the laws of Malaysia.

**ARTICLE XV  
ASSIGNMENT**

Except with the prior written approval of the other party, neither party shall assign or transfer the benefits or obligations of this Memorandum of Understanding or any part thereof.

**ARTICLE XVI  
STAMP DUTY**

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

**ARTICLE XVII  
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 SVGI:

**Dr. Vidhya MDS**

Chief Operating Officer (COO)

Sri Venkateshwaraa Group of Institutions,

Puducherry, India

Telephone no.: +91-9994457097

Email: [coo@srivenkateshwaraa.edu.in](mailto:coo@srivenkateshwaraa.edu.in)

To AIMST University:

**Snr. Assoc. Prof. Dr. Sundram M. Karupiah**

Registrar

AIMST University

Jalan Bedong-Semeling, 08100 Bedong, Kedah Darul Aman, Malaysia

Telephone no.: +604-4298000 ext. 8006

Email: [sundram@aimst.edu.my](mailto:sundram@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.
4. The Parties acknowledge and agree that the exchange of electronic or fax signature will have the same legal validity as the Parties' signatures if signed in hand copy form.

#### **ARTICLE XVIII SUCCESSORS-IN-TITLE**

This Memorandum of Understanding 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 SVGI 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. SVGI 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 SVGI whatsoever after the date of termination.

4. AIMST shall:
  - a. Promptly notify SVGI of any violation of this clause; and
  - b. Repay or credit to SVGI any consideration received as a result of such violation.
  
5. In addition to the rights SVGI 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 SVGI entering into this Memorandum of Understanding, SVGI 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 AIMST whatsoever after the date of termination.



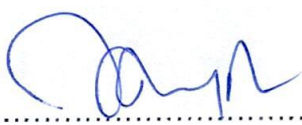

#### **Anti-Corruption**

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 XX. 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 XX (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 GROUP OF INSTITUTIONS
 <p>.....</p> <p><b>PROFESSOR CHM DR. KATHIRESAN V. SATHASIVAM,</b>  Vice-Chancellor &amp; Chief Executive  AIMST University  Malaysia</p> <p>Witnessed by:</p>  <p>.....</p> <p><b>PROFESSOR DR. KIRAN REDDY</b>  Chief Operating Officer (COO) &amp; Academic  Advisor  AIMST University, Malaysia</p>	 <p>.....</p> <p><b>DR. VIDHYA MDS</b>  Chief Operating Officer (COO)  Sri Venkateshwaraa Group of Institutions,  Puducherry, India  <b>Dr. B. VIDHYA, MDS.,</b>  Chief Operating Officer,  Sri Venkateshwaraa Group of Institutions,  No. 13-A, Pondy-Villupuram Main Road,  Ariyur, Puducherry - 605 102.</p> <p>Witnessed by:</p>  <p>.....</p> <p><b>DIRECTOR</b>  Sri Venkateshwaraa Medical College  Hospital &amp; Research Centre  Ariyur, Pondicherry – 605102</p>

Prof. Dr. S. RATNASAMY, B.Sc., M.S.,  
DIRECTOR  
Sri Venkateshwaraa Medical College  
Hospital & Research Centre,  
Ariyur, Puducherry-605 102.

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