

Memorandum of Understanding

For

Academic Collaboration

Between

Taylor's University Malaysia

And

Mohamed Sathak A.J. Academy of Architecture, Chennai, India

Signed on 14 June 2023

By

Professor Dr. David Asirvatham
Executive Dean, Faculty of Innovation & Technology

Of Taylor's University Malaysia

And

Dr. Raneer Vedamuthu
Director

Mohamed Sathak A.J. Academy of Architecture, Chennai, India



1. PARTIES

TAYLOR'S UNIVERSITY, an institution of higher learning wholly owned by Taylor's University Sdn. Bhd. (198601000495 /149634-D), established under the Private Higher Educational Institutions Act 555, which for the purpose of this Agreement is represented by the School of Architecture, Building and Design (SABD) and Taylor's Liveable Urban Communities Impact Lab with address at 1 Jalan Taylor's, 47500 Subang Jaya, Selangor Darul Ehsan, Malaysia (hereinafter collectively referred to as "TU").

And

Mohamed Sathak A.J. Academy of Architecture, an institution sponsored by Mohamed Sathak trust established under article 30_I of the Constitution of India. (Individually referred to as Party or Institution and together referred to as Parties or Institutions) Affiliated to Anna University, Chennai, India. (3117) and approved by Council of architecture ,New Delhi India(TN29) with address at , 34, Rajiv Gandhi Salai (OMR), Inside SIPCOT IT Park, Siruseri, Egattur , Chennai,India– 603 103. (hereinafter collectively referred to as "MSAJAA").

(Individually referred to as Party or Institution and together referred to as Parties or Institutions)

2. PURPOSE

2.1 This Memorandum of Understanding (MOU) presents the framework for a cooperative relationship between TU and MSJAA that aims to develop and foster academic links between the two institutions.

2.2 This MOU is not intended to constitute a legally binding contract and does not create any partnership or joint venture or obligate either party to commit financially in any way.

2.3 Notwithstanding the non-binding nature of this MOU, each of the Parties acknowledges that it enters into this MOU in good faith and with a high level of commitment towards finding areas of mutual cooperation and collaboration.

3. SCOPE

TU and MSAJAA have identified and will further explore the following areas for potential bilateral collaboration and cooperation:

- 3.1 Staff and student's development
- 3.2 Joint research programmes/ activities
- 3.3. Joint education programmes/ activities
- 3.4. Joint advocacy programmes/ activities
- 3.5. Any other areas of co-operation to be mutually agreed upon by the Parties.

4. PLANS

Collaborative activities or projects between the parties will be subject to further mutual agreement detailing each party's obligations and responsibilities and the conditions relating to each activity or project and compliance with applicable laws as well as the rules and regulations applicable in each institution.

5. RESPONSIBILITIES

5.1 Coordinator

The Parties agree to designate, on behalf of each institution, a project leader whose responsibility will be to coordinate the execution of this MOU and to draw up a list of programmes or activities to be implemented under this MOU, setting out specific provisions concerning these programmes or activities including budget requirements and details of funding. For this purpose, the contact information of the project leader from each institution is given below:

Institution	Taylor's University	Mohamed Sathak A.J. Academy of Architecture
Name of Coordinator	Dr. Veronica Ng	Dr. Raneer Vedamuthu
Designation	Head of School	Director
Department/School	Architecture	Architecture

Telephone	60172945518	044 27470391
Fax	-	044 27470392
Email address	foongpeng.ng@taylors.edu.my	director@msajaa.com

5.2 Financials

The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MOU, including without limitation its own costs and expenses in travel and accommodation.

5.3 Confidentiality

The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MOU save where the same is already in public domain.

5.4 Intellectual Property

Ownership of intellectual property shared by the Parties pursuant to this MOU will remain with the contributor or creator. All such material must be treated as confidential and not for public circulation unless specifically agreed otherwise by both Parties. This provision is binding on the Parties and will survive the termination or expiry of this MOU.

5.5 Use of Name and Logo

Neither Party may use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an Authorised Representative of that Party.

6. EFFECTIVE DATE, DURATION AND TERMINATION

- 6.1 This MOU shall take effect on and from the date of execution of this MOU and shall continue to be effective for a period of two (2) ~~three(3)~~ years and may be extended for such further periods as may be agreed to by the Parties in writing.

- 6.2 Notwithstanding clause 6.1 above, this MOU may be terminated by either Party giving written notice to the other at least three (3) months prior to the proposed date of termination.
- 6.3 Notwithstanding clause 6.2 above, the provisions of this MOU or any other written agreement in respect of any on-going programme or cooperative activity under this MOU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

7. ANTI-BRIBERY AND CORRUPTION CLAUSE

Each Party represents and warrants that it shall neither take nor refrain from taking any action that could result in liability for the other Party under any anti-corruption or anti-bribery laws and regulations in Malaysia and any other anti-bribery or anti-corruption law or treaty applicable to either Party or, if applicable, its Affiliates. Each Party has and shall maintain in place throughout the Term policies and procedures to confirm compliance with applicable Laws relating to anti-bribery and anti-corruption. Each Party shall promptly report to the other Party any request received by such Party for any undue financial or other advantage of any kind in connection with the performance of this Agreement. Neither Party shall accept, offer or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable Laws in connection with this Agreement.

Without prejudice to any other express remedies referred to elsewhere in this Agreement or any rights or remedies available at law or in equity, either Party shall have the right to take whatever action it deems appropriate including the right to terminate this Agreement with immediate effect if, acting reasonably, it deems such termination necessary to avoid damage to its reputation or to avoid criminal or other sanctions by the relevant authorities and shall not be liable to pay any compensation to the Party for any loss or damage howsoever arising as a result of the termination under this clause.

8. ENVIRONMENTAL SOCIAL GOVERNANCE

Parties represents that it is in full compliance with international and national laws with respect (i) human rights, (ii) embargoes, arms and drug trafficking and terrorism, (iii) the health and safety of employees and third parties; (v) environmental protection; (vii) corruption and bribery, fraud, influence peddling; and (viii) anti-money laundering measures.



**TAYLOR'S
UNIVERSITY**
Wisdom • Integrity • Excellence



EXECUTION AND DATE

Both Parties have caused this Memorandum of Understanding to be executed by their duly authorised representatives.

For and on behalf of **TAYLOR'S
UNIVERSITY**

(Signature)

Professor David Asirvatham

Executive Dean, Faculty of Innovation
& Technology

Date: **14 June 2023**

For and on behalf of
**Mohamed Sathak A.J. Academy of
Architecture**

(Signature)

Mr. Mohammed Sathak

Campus Director, Mohamed Sathak Trust

Date: **14 June 2023**

In the presence of

(Signature)

Dr. Veronica Ng,
Head of School,

School of Architecture, Building &
Design

Date: **14/6/2023**

In the presence of

(Signature)

Dr. Ranee Vedamuthu
Director,

Mohamed Sathak A.J. Academy
of Architecture

Date: June 13, 2023