

MEMORANDUM OF UNDERSTANDING

BETWEEN

CURTIN UNIVERSITY, MALAYSIA

AND

IIHMR UNIVERSITY, JAIPUR, INDIA

2024

This Memorandum of Understanding is made on this day April 23, 2024

BETWEEN

CURTIN UNIVERSITY MALAYSIA, incorporated as a University pursuant to the Private Higher Educational Institutions Act 1996 Registration No. KPT/JPT/DFT/US/Y02 DULN003(Q), owned and managed by Curtin (Malaysia) Sdn Bhd Company Registration No.199801008086 (464213-M), a company incorporated and registered under the Companies Act, 2016 in Malaysia with its registered address at Lot 12732, Block 5 Kuala Baram Land District, Lutong, CDT 250, 98009 Miri, Sarawak, Malaysia (hereinafter referred to as "**Curtin**") of the one part;

AND

IIHMR University, Jaipur, India, has been established and incorporated as a postgraduate research University by the Government of Rajasthan vide the IIHMR University Ordinance, 2013 (Ordinance No. 30 of 2013) promulgated on September 27, 2013, by the Governor, which was replaced by the IIHMR University, Jaipur Act, 2014 (Act No. 3 of 2014) passed by the State Legislature on February 07, 2014. The IIHMR University Act 2014 (Act No. 3 of 2014) received the assent of the Governor on the 25th day of February 2014 and was notified in the Rajasthan Gazette-Extraordinary on February 26, 2014. It has been deemed to have come into force on and from September 27, 2013. The University is situated and has its headquarters at 1 Prabhu Dayal Marg, Near Sanganer Airport, Tehsil Sanganer, District Jaipur, Rajasthan. , India.

(Both Curtin and IIHMR University shall hereinafter be referred to singularly as "**the Party**" and collectively as "**the Parties**")

WHEREAS

- A. Curtin is the largest international campus of Curtin University, Kent Street, Bentley, Western Australia, 6102 and a leading private institution of higher learning in Malaysia. It strives to provide quality education and richly interactive and personalized learning experiences for its students, equipping them with the leadership skills for the future and valuing them as partners in education and research as well as long-term influencers of change within society.

It offers a range of industry-aligned Curtin undergraduate and postgraduate courses in business, humanities, engineering and related sciences, and foundation courses that feed directly into its undergraduate programmes. Through high-impact research in areas of strategic importance, it seeks to deliver outcomes of significant value to communities locally, nationally and globally.

- B. **IIHMR UNIVERSITY, JAIPUR, INDIA** offers the following post-graduate programs: MBA (Hospital and Health Management), MBA (Pharmaceutical Management), MBA (Development Management), MBA (Healthcare Analytics), Master of Public Health (offered by Johns Hopkins Bloomberg School of Public Health, Baltimore, USA in cooperation with IIHMR University, Jaipur), Master of Public Health (Implementation Science) (fully-funded fellowships under WHO-TDR post-graduate Training Scheme), Master of Public Health (Executive), and Master of Hospital Administration (Executive). IIHMR University, Jaipur, also offers PhD programs in major areas of Hospital Management, Health Management, Development Studies, Public Health, and Pharmaceutical Management. IIHMR University has been engaged in research, education, training, executive education, and consultancy. IIHMR University, Jaipur, has been working with Governmental and Non-Governmental for research, training and policy advocacy. IIHMR University, Jaipur is dedicated to the improvement in standards of health through better management of health care and related programmes. It seeks to accomplish this through management education, research, training, consultation and institutional networking in a national and global perspective.
- C. The Parties are desirous of entering into this Memorandum of Understanding (hereinafter be referred to as “**MoU**”) to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING ON THE FOLLOWING MATTERS;

1. OBJECTIVE

- 1.1 The MoU is formed to establish a framework within which co-operation may further develop between the Parties. This will occur within the context of the regulations and

policies of each institution, subject to the continued willingness of institutions and individuals and availability of resources and on a pre-agreed basis.

2. AREAS OF COOPERATION

2.1 Both parties agree to encourage the following activities, in particular, to promote academic cooperation in the following areas as and when practicable:

- 2.1.1) Exchanges of students and academic staff;
- 2.1.2) Joint research and innovation activities
- 2.1.3) Joint capacity-building programmes including seminars, conferences and public lectures;
- 2.1.4) Joint publications, exchange of publications, academic materials and other information;
- 2.1.5) Reciprocal participation in doctoral and research master's programmes by students and staff members of the respective institutions;
- 2.1.6) Jointly quality assurance and benchmarking;
- 2.1.7) Collaboration in terms of resource sharing and expertise
- 2.1.7) Conduct any other areas of cooperation as agreed to by the Parties from time to time.

3. FINANCIAL ARRANGEMENTS

3.1 This MoU will not give rise to any financial obligation by one Party to the other.

3.2 Each Party will bear its own cost and expenses in the implementation of this MoU.

4. EFFECT OF THIS MEMORANDUM OF UNDERSTANDING

4.1 This MoU is not intended to be legally binding but it simply expresses the intentions and understanding between both Parties. The Parties may enter into a legally binding Memorandum of Agreement while incorporating terms from this MoU.

5. NO AGENCY

5.1 The relationship between the Parties will be non-exclusive in nature. The MoU does not prevent a Party from entering into arrangements with other third parties. Nothing contained

herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or to make either Party the agent of the other.

6. ENTRY INTO EFFECT AND DURATION

- 6.1 This MoU shall become effective as of the date of signing by both Parties herein.
- 6.2 This MoU will remain in effect for a period of five (5) years.
- 6.3 This MoU may be extended for such further period as agreed in writing by both Parties.

7. REVISION, VARIATION AND AMENDMENT

- 7.1 Either Party may request in writing a revision, variation or amendment of this MoU.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

8. TERMINATION

- 8.1 This MoU may be terminated by either Party with a minimum of two (2) months' written notice from one Party to the other. Activities in progress at the time of termination of this MoU shall be permitted to conclude as planned unless otherwise agreed.

9. NOTICES

- 9.1 Any communication between the Parties under this MoU shall be in writing in the English language and delivered by registered mail to the postal address or sent to the electronic

mail address as stated herein, be deemed to be duly given or made when delivered to the recipient at such postal address or electronic mail address.

To Curtin: **CURTIN UNIVERSITY, MALAYSIA**
Lot 12732, Block 5 Kuala Baram Land District, Lutong, CDT 250,
98009 Miri, Sarawak, Malaysia
Attention: Professor Roy Rillera Marzo;
Dr. Dhanashree Giri Amatya
Tel no.: +6 014 678 5841
E-mail : roy.marzo@curtin.edu.my ;
ghanashree.amatya@curtin.edu.my ;
and jill.abigail@curtin.edu.my

To IIMMRU: **IIMMR UNIVERSITY**
1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur – 302029,
Rajasthan, India
Attention: Dr. P.R. Sodani
Tel no: +91-9829120956
E-mail : sodani@iihmr.edu.in and president@iihmr.edu.in

10. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1. The enforcement of intellectual property rights should align with the national laws, rules, and regulations of both parties involved.
- 10.2 The use of the name, logo and/or official emblem of one Party by the other on any publications, document and/or paper is prohibited without the prior written approval of the Parties herein.
- 10.3 The Parties agree that neither of them shall gain by virtue of this MoU any rights of ownership or any other interest, right, or title of copyrights, patents, trade secrets, trademarks, or any other intellectual property rights owned by the other Party. Provided that where specific agreements are signed after this MoU is entered into, treatment of intellectual property rights should be as per the individual agreements otherwise the following shall apply: -
- 10.3.1) any and all works developed in the course of performing obligations pursuant to this MoU and all new inventions, innovations, or ideas developed by a Party in the course of performance of its activities under this MoU will belong to the said Party who develops it;
- 10.3.2) any intellectual property rights created through joint activity and efforts of both Parties, shall jointly own them.

11. CONFIDENTIALITY

- 11.1 Each Party shall undertake to observe the confidentiality of documents, information and other data received from or supplied to, either Parties during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 11.2 For purposes of paragraph 11.1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and /or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 11.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.
- 11.4 The confidentiality obligations shall not apply, however, to any information which:
- 11.4.1) is in the possession of, or was known to, the receiving party prior to its disclosure, without an obligation to maintain its confidentiality;
 - 11.4.2) is or becomes generally known to the public without violation of this provision;
 - 11.4.3) is obtained by the receiving party from a third party having the right to disclose it, without the obligation to keep such information confidential;
 - 11.4.4) is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information; and
 - 11.4.5) is required to be provided under any law, or process of law duly executed.

12. SUSPENSION

- 12.1 Each Party reserves the right for reasons of national security, national interest, public order, public health, or any other forms of force majeure to suspend temporarily, either

in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

13. SETTLEMENT OF DISPUTES

13.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties herein, through diplomatic channels without reference to any third party.

13.2 This MoU shall be governed by and construed in accordance with the Laws of Malaysia. The parties hereto irrevocably submit to the jurisdiction of Sarawak for any alternative dispute resolution method and Sarawak Courts for litigation matters.

14. SEVERABILITY

14.1 If any provision of this MoU herein contained or part thereof or such document incorporated hereto is rendered void, illegal or unenforceable for whatever reason in any respect under any law, it is hereby declared that such Clause or document so affected shall not in any way affect or impair the validity, legality or enforceability of the other terms or provisions herein contained which shall remain in full force and effect provided that such invalidity or unenforceability shall not substantially nullify the underlying intent of this MoU and shall be deemed to be an independent provision and the Parties hereto shall be at liberty to have such provision severed from the rest of this MoU.

15. TIME IS OF THE ESSENCE

15.1 Time, wherever mentioned herein, shall be deemed to be of the essence of this MoU.

16. INTERPRETATION

16.1 This MoU constitutes the entire understanding reached between the Parties in relation to its subject matter and supersedes all prior understandings whether oral or written with respect to such subject matter and no variation of this MoU shall be effective unless reduced to writing and signed by each of the Parties herein.

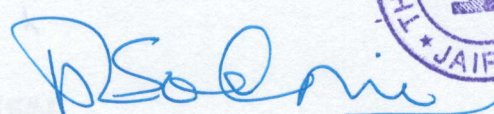
IN WITNESS WHEREOF the Parties have hereunto caused this Memorandum of Understanding to be duly executed as at the date first above mentioned.

Signed for and behalf of
**CURTIN UNIVERSITY,
MALAYSIA**


.....
PROFESSOR SIMON LEUNG
Pro Vice-Chancellor & President
Chief Executive

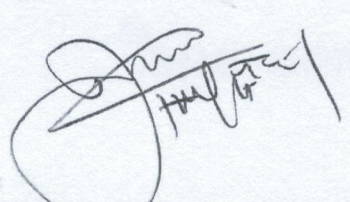


Signed for and behalf of
**IIHMR UNIVERSITY, JAIPUR
INDIA**

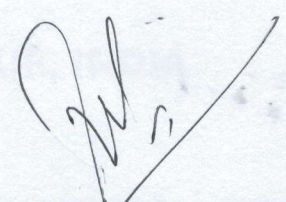

.....
Dr. P.R. SODANI
President



Witnessed by:


.....
PROF. VINCENT LEE CHIENG CHEN
Deputy Pro Vice-Chancellor &
Deputy President Chief Executive

Witnessed by:


.....
Mr. SUBHABRATA MITRA
Head-Human Resources