



## MEMORANDUM OF UNDERSTANDING


BETWEEN

**E.G.S.PILLAY GROUP OF INSTITUTIONS, INDIA**  
*(Engineering, Arts & Science, Polytechnic Colleges)*  
INDIA

AND

**SOUTH EASTERN UNIVERSITY OF SRILANKA**  
SRILANKA

ATTESTED

  
Dr. S. RAMABALAN, M.E., Ph.D.,  
PRINCIPAL  
E.G.S. Pillay Engineering College,  
Thethi, Nagore - 611 002.  
Nagapattinam (Dt) Tamil Nadu.

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This Memorandum of Understanding (MOU) is made and entered into on this 1<sup>st</sup> day of November in the year Two Thousand and Seventeen (2017).

**BETWEEN**

**E.G.S.PILLAY GROUP OF INSTITUTIONS, INDIA** (*Engineering, Arts & Science, Polytechnic Colleges*) having its registered office at 47, PerumalSannathi, Nagapattinam, Tamilnadu (state), India 611001 (hereinafter referred as "E.G.S.P.G.O.I" which term or expression as hereinafter used shall where the context so requires or admits mean and include the said E.G.S.PILLAY GROUP OF INSTITUTIONS, INDIA, its successors and assigns)) of the **ONE PART;**

**AND**

**SOUTH EASTERN UNIVERSITY OF SRILANKA**, a University duly incorporated in Sri Lanka under the provisions of section 24 A of the University Act No. 16 of 1978 as amended by Act No. 07 Of 1985 and having its Registered Office at University Park, Oluvil, #32360 in the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as "SEUSL" which term or expression as hereinafter used shall where the context so requires or admits mean and include the said South Eastern University of Sri Lanka, its successors and assigns) of the **OTHER PART;**

**WHEREAS**

1. E.G.S.Pillay Group of Institutions located in India is a private institution affiliated with Anna University, Chennai and approved by All India Council for Technical Education (AICTE), Government of India., and provides diploma and degree level courses in Engineering, Arts and Sciences, Management studies.
2. SEUSL is a government university located in Sri Lanka, and provides university-education and trainings at national level in the areas of engineering, applied sciences, information technology, business management.
3. The Parties now recognizing the benefits to their respective institutions from the establishment of international links enter into this Memorandum of Understanding ("MOU"). The aim of this MOU is to promote academic and educational exchange between two institutions.
4. The Parties wish to enter into a series of discussions for the mutual benefit of both Parties, and for purposes more particularly set forth herein.

**The Parties hereby mutually agree to the following:**

**1. Scope of Understanding:**

The provisions stated in this MOU are statements of intention only. This is not a binding agreement between the Parties (save for the confidentiality provisions below), and no such agreement shall exist until both Parties have negotiated, prepared and executed a separate individual written agreement establishing the binding obligations of the Parties and approved by each Party's Board of Directors / Governing Authority in relation to specific objectives stated below.

**ATTESTED**  
  
**Dr. S. RAMABALAN, M.E., Ph.D.,**  
**PRINCIPAL**  
 E.G.S. Pillay Engineering College,  
 Thethi, Nagore - 611 002.  
 Nagapattinam (Dt) Tamil Nadu.

This MOU is intended to establish a basis upon which E.G.S.P.G.O.I and SEUSL may explore areas for co-operation in the development and promotion of both academic research and enhancing the educational opportunities for students. The Parties believe that such endeavours would be in the interest of both Parties, academic and general community at large. In this regard, the Parties agree to discuss and explore the following objectives for mutual benefits:

#### A) Scope of Agreement

- i. Conducting joint research and development project
- ii. Organizing conferences and workshops
- iii. Exchange of invitation to professors, researchers, students for conferences, seminar, workshops, lab visits and short term projects
- iv. Exchange of teaching materials and scientific publications
- v. Encourage students and faculties to spend period of time in the host university.

#### B) Responsibilities of the Parties

- i. Both sides will circulate essential information in timely manner
  - ii. The MOU shall be subjected to periodic review by both the institutions
  - iii. Financial matters including travel are subject to individual negotiation
  - iv. The host institution agrees to assist in housing, arranging work space, library and other technical facilities.
- 1.2. Specific activities or projects based on this MOU will be separately negotiated and will be subject to further agreement detailing the parties' responsibilities, obligations and conditions relating to each activity or project.
- 1.3. This MOU shall be officially executed in three (3) copies in English.

#### 2. Contact Persons:


SEUSL hereby appoints Prof. M.M.M. Najim (Vice-Chancellor) and E.G.S.P.G.O.I hereby appoints (Prof. V. Sivaraman, Director, Industry Institute Relations) to co-ordinate and oversees all discussions between the Parties pursuant to this MOU.

#### 3. Mutual Expense and Reliance:

Each Party will be responsible for its own expenses during the discussions in connection with this MOU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expressed in this MOU shall be at the Parties' own risk.

#### 4. Confidentiality:

- a) All information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOU or anytime thereafter except:

**ATTESTED**  
  
**Dr. S. RAMABALAN**, Page 3 of 5  
 PRINCIPAL  
 E.G.S. Pillay Engineering College,  
 Thethi, Nagore - 611 002.  
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- i) with the written consent of the other Party;
  - ii) if required by law to be disclosed;
  - iii) in connection with legal proceedings by authority of a court of competent jurisdiction; or
  - iv) if the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOU.
- b) Disclosure of confidential information to the employees of either Party's subsidiary, parent or related companies is permitted provided it is necessary for the purposes of performing that Party's obligations under this MOU. Notwithstanding the aforesaid, the Party receiving any information shall ensure that any of its employees to whom information is disclosed by the Party disclosing pursuant to this MOU shall undertake to observe the confidentiality undertakings in this MOU. The Party receiving the information shall protect all confidential information of the disclosing Party using not less than the standard of care in which it treats its own confidential information (but no less than a reasonable care in the circumstances) and shall ensure that the information is stored and handled in such a way as to prevent unauthorised disclosure.
- c) The obligation of confidentiality herein shall survive the termination of this MOU and remain binding on the Parties without limitation of time.

**5. Termination:**

This MOU is for duration of five (5) years from the date of this agreement. However, either Party may immediately terminate or extend this MOU for any reason by providing notice in writing at least six (6) months prior to the expiration of this period to the other Party.

**6. No Legal Obligations:**

The Parties agree that provisions contained in this MOU are not binding and do not create any legal obligations between the Parties, save for the confidentiality provisions in this MOU.

**7. Relationship of the Parties:**

The Parties herein are independent entity. This MOU does not create any agency, company, partnership, joint venture or any other business relationship between the Parties.

**8. Limitation of Liability:**

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance under this MOU.

ATTESTED

*[Signature]*

Page 4 of 5

Dr. S. RAMABALAN, M.E., Ph.D.,  
PRINCIPAL

E.G.S. Pillay Engineering College,  
Thechi, Nagere - 611 002,  
Nagapattinam (Dt) Tamil Nadu

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**9. Modifications:**

No variations, modification or alteration of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties.

**10. Governing Law and Jurisdiction:**

This MOU and any final agreement entered pursuant to this MOU shall be governed by and construed in accordance with the laws of India. Any dispute controversy or claim arising out of or relating to this MOU or breach, termination or invalidity thereof, shall be decide and finally resolved by arbitration between two universities. The language to be used in the arbitration will be English.

IN WITNESS WHEREOF the parties hereto have caused this MOU to be duly executed on the day and year first above mentioned.

SIGNED BY:  
For and on behalf of  
**E.G.S.PILLAY GROUP OF INSTITUTIONS**  
(E.G.S.P.G.O.I)

SIGNED BY:  
For and on behalf of  
**SOUTH EASTERN UNIVERSITY OF**  
**SRI LANKA (SEUSL)**

*S. Paramesvaran*

Shri.S.Paramesvaran M.Com.,  
FCCA(London)  
Secretary

*M.M.M. Najim*

Prof. M.M.M. Najim  
Vice-Chancellor

WITNESSED BY:

WITNESSED BY:

*V. Sivaraman*

Prof. V. Sivaraman M.Tech. Ph.D  
Director  
Industry Institute Relations

Dr. Rameez Aboobucker  
Director  
International Relations

ATTESTED

Page 5 of 5

*[Signature]*  
Dr. S. RAMABALAN, M.E., Ph.D.,  
PRINCIPAL

E.G.S. Pillay Engineering College,  
Thethi, Nagapattinam - 611 002,  
Nagapattinam (Dt) Tamil Nadu.





Dated this on the 27th day of September 2016

**BETWEEN**

**E.G.S.PILLAY GROUP OF INSTITUTIONS, INDIA**  
*(Engineering, Arts & Science, Polytechnic Colleges)*

**AND**

**UNIVERSITI TELEKOM SDN. BHD.**  
(Company No. 436821-T)  
[as the registered owner of **MULTIMEDIA UNIVERSITY**]  
(CYBERJAYA, MALAYSIA)

---

**MEMORANDUM OF UNDERSTANDING**

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**ATTESTED**  
*[Signature]*  
Dr. S. RAMABALAN, M.E., Ph.D.,  
PRINCIPAL  
E.G.S. Pillay Engineering College,  
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BETWEEN

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AND

**UNIVERSITI TELEKOM SDN. BHD.**(Company No. 436821-T), having its registered office at Company Secretarial Division, Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur [as the registered owner of Multimedia University (Registration No. KP/JPS/DFT/US/B01), a private university registered under the Private Higher Educational Institution Act 1996 (Act 555) and having its business address at Jalan Multimedia, 63100 Cyberjaya, Selangor Darul Ehsan and Jalan Ayer Keroh Lama, 75450 Bukit Beruang, Melaka (hereinafter referred as "MMU") of the other part;


**WHEREAS**

1. E.G.S.Pillay Group of Institutions located in India is a private institution affiliated with Anna University, Chennai and approved by All India Council for Technical Education (AICTE), Government of India., and provides diploma and degree level courses in Engineering, Arts and Sciences, Management studies.
2. MMU is a private university institution located in Malaysia, and provides university-level education and training in the areas of multimedia technology, engineering, information technology, general arts and sciences, and business management.
3. The Parties now recognizing the benefits to their respective institutions from the establishment of international links enter into this Memorandum of Understanding ("MOU"). The aim of this MOU is to promote academic and educational exchange between two institutions.
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This MOU is intended to establish a basis upon which E.G.S.P.G.O.I and MMU may explore areas for co-operation in the development and promotion of both academic research and enhancing the educational opportunities for students. The Parties believe that such endeavours would be in the interest of both Parties and of Malaysia's business, academic and general

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community at large. In this regard, the Parties agree to discuss and explore the following objectives for mutual benefits:

**A) Scope of agreement**

- i. Conducting joint research and development project
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- v. Encourage students and faculties to spend period of time in the host university.

**B) Responsibilities of the Institutions**

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2. **Contact Persons:** MMU hereby appoints Ir. Dr. Wong Wai Kit and E.G.S.P.G.O.I hereby appoints (Prof.V. Sivaraman, Director, Industry Institute Relations) to co-ordinate and oversees all discussions between the Parties pursuant to this MOU.

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  - i) with the written consent of the other Party;
  - ii) if required by law to be disclosed;
  - iii) in connection with legal proceedings by authority of a court of competent jurisdiction; or
  - iv) if the information is or becomes generally and publicly available but not as a result of breach by either Party and/or the employees of its respective subsidiaries, parent or related companies as aforesaid, of its obligations under this MOU.

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IN WITNESS WHEREOF the parties hereto have caused this MOU to be duly executed on the day and year first above mentioned.

SIGNED BY:  
For and on behalf of  
E.G.S.PILLAY GROUP OF INSTITUTIONS  
(E.G.S.P.G.O.I)

SIGNED BY:  
For and on behalf of  
MULTIMEDIA UNIVERSITY (MMU)

S. Paramesvaran  
Shri.S.Paramesvaran M.Com., FCCA(London)  
Secretary

Prof. Dr. Ahmad Rafi Mohamed Eshaq  
President

WITNESSED BY:

V. Sivaraman  
Prof. V. Sivaraman  
Director  
Industry Institute Relations

WITNESSED BY:

Assoc. Prof. Dr. Alan Tan Wee Chiat  
Dean  
Faculty of Engineering and Technology

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