



**SANTOSH**  
Deemed to be University  
(Established u/s 3 of the UGC Act, 1956)

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**AIMST UNIVERSITY  
MALAYSIA**

**AND**

**SANTOSH DEEMED TO BE UNIVERSITY  
DELHI-NCR, INDIA**

**THIS MEMORANDUM OF UNDERSTANDING** made on 16 day of **August 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**

**SANTOSH DEEMED TO BE UNIVERSITY** is a Pioneering Medical University and a leading health care servicing Institution which focuses on Medicine and Dentistry. Its registered address is Santosh Deemed to be University, No.1, Santosh Nagar, Ghaziabad, Delhi NCR, India. The Medical and Dental College of Santosh was established during the year 1995, gradually obtaining the status of university in the year 2007. (hereinafter referred to as "**SANTOSH**"), of the other part

(AIMST and SANTOSH 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 decalre their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

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**DESIRING** to strengthen and further develop the friendly relations between the Parties in the field of academic programmes related to dentistry 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 :-

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**Specific Areas of Collaboration:**

**a) Joint Research Projects, Publications, and Patents**

Collaboration on research endeavors, facilitating the development of joint research projects, publications, and the filing of patents. This initiative fosters the sharing of expertise and the generation of innovative intellectual property.

**b) Joint Submission of Research Proposals**

Jointly submitting research proposals to both national and international funding agencies, promoting the pursuit of collaborative research and access to additional resources for scientific exploration.

**c) Conduct of Joint Conferences, Symposia, and Certification Courses**

Conduct short courses, as mutually agreed in writing, between the parties prior to commencement of the activity.

**d) Faculty Exchange**

The exchange of faculty members between AIIST and SANTOSH to be scheduled on mutual consent, enabling cross-institutional sharing of expertise, insights, and teaching methods.

**e) Student Internships and Study Visits**

Offering opportunities for students from both institutions to undertake internships, gaining real-world experience and practical insights into the field of

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dentistry. Conduct study tours and field visits as mutually agreed in writing between the parties prior to commencement of this activity.

f) Sharing of Research Facilities

Research studies in the field of forensic odontology, digital radiography, in vitro studies on local herbs and preclinical model studies can be done in collaboration at the two centres facilitating joint scientific publications.

Timeline to Implement the Collaboration Agenda:

- a) Research activities can be initiated at any time during the memorandum of understanding (MoU) period, fostering ongoing collaboration in this vital area.
- b) Joint conferences scheduled on mutual consent, allowing the timely exchange of ideas and research findings.
- c) Certification courses can be organized at any time during the MoU period, providing opportunities for specialized learning and skill development.
- d) Exchange of learning and teaching information remains an ongoing and flexible component throughout the MoU period, ensuring the continuous exchange of knowledge and resources.
- e) The Global Immersion Programme (GIP) planned on a date of mutual consent, offering students the chance to immerse themselves in international dental practices and research.

The collaboration between AIMST University and SANTOSH is driven by the following objectives:

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- a) To expand networks for dentistry students and professionals, creating a global community of learners.
  - b) To offer opportunities for students and professionals to participate in conferences, symposiums, and certification courses, fostering their academic and professional growth.
  - c) To engage in collaborative research projects that promote scientific innovation and knowledge advancement.
2. This collaboration between AIMST and SANTOSH is a testament to the commitment to excellence and innovation in the field of dental 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.

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**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 Dean of Dental Faculty of AIMST and by the Pro-Chancellor / Registrar / any other representatives on behalf of SANTOSH, 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.

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**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 SANTOSH 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 mutually agreed upon by both the parties concerned, and 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.

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**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.

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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 SANTOSH 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.

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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 three (3) 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 Santosh Deemed to be University:

**Dr. Ezhilrajan. K**

Registrar

Santosh Deemed to be University

Ghaziabad - 201001, Uttar Pradesh.

Telephone no.: 0120-4933377/ 9944952693

Email: [registrar@santosh.ac.in](mailto:registrar@santosh.ac.in)

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To AIMST University:

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

Registrar

AIMST University

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

Telephone no.: +60 16-473 6542

Email: [registrar@aimst.edu.my](mailto:registrar@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.

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**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 SANTOSH 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. SANTOSH 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 SANTOSH whatsoever after the date of termination.
4. AIMST shall:
  - a. Promptly notify SANTOSH of any violation of this clause; and

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- b. Repay or credit to SANTOSH any consideration received as a result of such violation.
  
5. In addition to the rights SANTOSH 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 SANTOSH entering into this Memorandum of Understanding, SANTOSH 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

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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.

- 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 SANTOSH DEEMED TO BE UNIVERSITY
 ..... <b>Prof. Chin Dr. Kathiresan V. Sathasivam</b> Vice-Chancellor & Chief Executive AIMST University Malaysia  Witnessed by:  ..... <b>Professor Dr. Kiran Reddy</b> Chief Operating Officer & Academic Advisor AIMST University, Malaysia   ..... <b>Prof. Dr. Ramesh Kumaresan</b> Dean Faculty of Dentistry AIMST University, Malaysia	 ..... <b>Dr. Ezhilrajani K</b> Registrar SANTOSH Deemed to be University India   Witnessed by:  ..... 16.9.2024 <b>Dr. Shalabh Gupta</b> Dean Academics SANTOSH Deemed to be University India   ..... 16/8/2024 <b>Dr. Dakshina Bisht</b> Director IQAC SANTOSH Deemed to be University India 

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