

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**AIMST UNIVERSITY  
MALAYSIA**

**AND**

**LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING  
ANDHRA PRADESH INDIA**

**THIS MEMORANDUM OF UNDERSTANDING** made this **31 day of July 2025** 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 3½, Jalan Bedong-Semeling, 08100 Bedong, Kedah Darul Aman, Malaysia (hereinafter referred to as "**AIMST**"), of the one part

**AND**

**LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING ANDHRA PRADESH INDIA**, is an autonomous institution approved by AICTE and affiliated to JNTUK, Kakinada. Accredited with NAAC 'A' grade and NBA Tier-I for multiple programs, institute is also ISO certified and recognized as a Scientific and Industrial Research Organization (SIRO) by the Government of India with its registered address at L.B.Reddy Nagar, NTR District, Mylavaram, Andhra Pradesh 521230, India (hereinafter referred to as "**LBRCE**"), of the other part

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

WHEREAS the Parties are desirous of entering the 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 engineering & IT 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, endeavor to take necessary steps to encourage and promote co-operation in the following areas: -
  - a) Exchange of information in the areas of learning, teaching and research requirements by sharing library/laboratory resources, publications and patents
  - b) Mobility programmes for students including internships, study visits, and industrial visits, etc.

- c) Faculty staff mobility including e.g., guest lecture and co-lecture, visiting
  - d) Teaching and collaborative research project, conferences, seminars, certificate courses and workshops, etc.
  - e) Franchise programme and/or credit transfer and joint initiation for pathway study progression and/or joint, degree and/or twinning programmes.
  - f) Bilateral programmes and/or projects between Parties that will mutually benefit the Parties; and
  - g) Any other areas of co-operation in the field to be mutually agreed upon by the Parties.
2. 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.
3. 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 Standing Directorate will be chaired by the Vice Chancellor of AIMST or alternatively by the Faculty Dean of Engineering & Computer Technology of AIMST and by the Principal of LBRCE or alternatively Vice Principal of LBRCE on behalf of LBRCE, 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. In case of pandemic, virtual meetings can be conducted on convenient date.
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 LBRCE 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 LBRCE in relation to IP ownership and commercialization prior to starting any joint projects.

## **ARTICLE IX CONFIDENTIALITY**

1. Each Party agrees to hold strict confidentiality 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 India and shall be governed and construed in accordance with the applicable laws of both Malaysia and India.

**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 **Lakireddy Bali Reddy College of Engineering:**

Name: Dr. Kandimalla Appa Rao

Position: Principal

Address: L.B.Reddy Nagar, NTR District, Mylavaram,  
Andhra Pradesh, India, 521230.

Email:principal@lbrce.ac.in

Telephone no.: +91 8659 222933

Mobile no.: +91 9948263890

To **AIMST University:**

Prof. Chm Dr. Kathiresan V. Sathasivam

Vice-Chancellor & Chief Executive

Batu 3 1/2, Jalan, Bukit Air Nasi,

08100 Bedong, Kedah

AIMST University, Malaysia

Email: [vc@aimst.edu.my](mailto:vc@aimst.edu.my)

Mobile: +604-4298001 Ext: 8100

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 signatures 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**



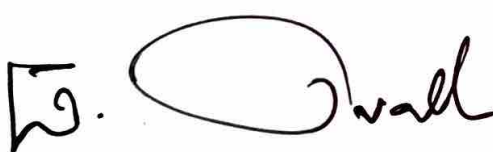

**Conflict of Interest**

1. Neither LBRCE 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. LBRCE 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 LBRCE 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 LAKIREDDY BALI REDDY COLLEGE OF ENGINEERING
 ..... <b>PROF. CHM. DR. KATHIRESAN V. SATHASIVAM</b> Vice-Chancellor & Chief Executive AIMST University, Malaysia	 ..... <b>Dr. KANDIMALLA APPA RAO</b> Principal Lakireddy Bali Reddy College of Engineering, Andra Pradesh, India
Witnessed by:   ..... <b>SNR. ASSOC. PROF. DR. G. PRABHAKARAN</b> Deputy Vice Chancellor Research & Industry Linkages AIMST University, Malaysia	Witnessed by:   ..... <b>Dr. LAKSHMANAN PRABHU</b> Coordinator, International Cell Lakireddy Bali Reddy College of Engineering, Andra Pradesh, India

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