

Our Ref: RCNMET/MOU/2023/COMILLA

31st July 2023

Dr. Md. Abdul Majed Patwary

Associate Professor

Department of Chemistry,

Comilla University,

Kotbari-3506 Bangladesh,

Tel: +8801722055165

Dear Dr. Md. Abdul Majed Patwary,

RE: MEMORANDUM OF UNDERSTANDING

Please find enclosed one (1) set original copy of the above-mentioned documents, which has been duly signed by both parties.

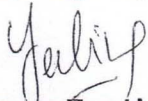
Upon receiving this original copy, we appreciate if you could acknowledge receipt of the document by dropping me an email at the following:

Ms. Foong Yee Ling

Email: yeelingf@sunway.edu.my

Thank you.

Best regards,



Foong Yee Ling

Senior Executive

Research Administration

School of Engineering and Technology

Sunway University

**SUNWAY
UNIVERSITY**



MEMORANDUM OF UNDERSTANDING

BETWEEN

SUNWAY UNIVERSITY SDN BHD

AND

COMILLA UNIVERSITY

This **Memorandum of Understanding ("MOU")** is entered into *July 25th*, 2023

Between

SUNWAY UNIVERSITY SDN BHD (Company No. 653937-U) having its business address at 5, Jalan Universiti, Bandar Sunway, 47500, Subang Jaya, Selangor Darul Ehsan, Malaysia (hereinafter referred to as "**Sun-U**")

And

COMILLA UNIVERSITY, having its business address at **Cumilla 3506**, Bangladesh (hereinafter referred to as the "**CoU**")

Sun-U and the **CoU** shall hereinafter be referred to individually as "**Party**" or collectively the "**Parties**".

RECITAL:

- a) **Sunway University** is a leading not-for-profit private university in Malaysia, an established premier education institution that is dedicated to providing quality education, undertaking impactful research focused on global challenges and fostering academia-industry collaborations.
- b) **Comilla University**, which was established in 2006 as the 26th public university of Bangladesh, provides quality education via 19 Departments of 6 different Faculties. Currently, the university is enriched with around 250 academics and 7,000 students. A second campus on 200 acres of land is under construction which promises infrastructure with all the latest facilities for research, innovation, and comfort. It is dedicated to producing intellectual as well as skilled and competent graduates, ready to take challenges and contribute to address the local, national, and global grand challenges.

NOW IT IS HEREBY UNDERSTOOD THAT:

1. OBJECTIVES

The purpose of this MOU is to strengthen the academic collaboration between the two Parties.

2. GENERAL AREAS OF COLLABORATION

The Parties agree that the collaboration shall be carried out through such activities of mutual interest relating but not limited to:

- a) Develop academic and cultural exchange in areas of education.
- b) Faculty and student exchange.
- c) Exchange of scholarly materials and information.
- d) Strengthen the link between both institution through collaborative research including but not limited to joint research grant proposals, joint publications, research consultation, joint supervision of Masters and PhD students, joint organization of International conferences, seminars and workshops.
- e) Articulation arrangement for students to complete their course of study and graduation, provided all conditions and standards for admission and respective programmes are fulfilled.

3. FORMALISATION OF CO-OPERATION

Any further co-operation between the Parties pursuant to this MOU will be discussed and formalised by a separate written agreement, Agreement for Academic Cooperation detailing the scope, rights and responsibilities of the Parties, which shall supplement this MOU.

An Agreement for Academic Cooperation will include such items as:

1. Elaboration of the responsibilities of each institution for the agreed-upon activity.
2. Schedule(s) for the specific activity.
3. Budgets and sources of finance for each activity.
4. Any other items deemed necessary for the efficient management of the activity, for example, procedures for and ownership of intellectual property rights.

4. DURATION

This MOU shall be effective upon signing by both Parties for a period of five (5) years ("Term") which may be extended by mutual written consent, not less than 6 months prior to the expiry date.

5. TERMINATION

This collaboration may be terminated by either Party giving a six (6) months' written notice to the other Party. However, the Parties shall be allowed to complete activities and projects that had commenced or committed before the expiry or early termination of the MOU.

6. AMENDMENTS

This MOU may be varied at any time in writing by the agreement of both Parties.

7. DESIGNATED REPRESENTATIVES

Each Party will appoint a Designated Representative for communication and administration of this MOU. The Parties may change their Designated Representatives at any time by providing a written notice.

The Designated Representative for Sun-U:

Name : Saidur Rahman
Designation : Professor and Head of Research centre for Nano-Materials and Energy Technology (RCNMET)
Address : 5, Jalan Universiti, Bandar Sunway,
47500 Subang Jaya,
Selangor Darul Ehsan, Malaysia
Telephone : (603) 74918622 [ext: 7328]
Fax : (603) 56358633
Email : saidur@sunway.edu.my

The Designated Representative for the CoU is:

Name : Dr. Md Abdul Majed Patwary
Designation : Associate Professor
Address : Department of Chemistry
Comilla University
Cumilla 3506, Bangladesh
Telephone : Cell: +8801722055165; +8801676573051
Fax : (+88)08170035
Email : mamajedp@gmail.com

8. NOTICES

- 8.1. Any notice or other communication required to be given must be in writing in English language and addressed to the Designated Representatives at the address set forth or if subsequently amended, to the amended mailing address.
- 8.2. Any notice shall be deemed given (i) when verified by a written receipt, if sent by courier or 7th (seventh) business day after posting; or (ii) when verified by automated receipt or electronic logs, or email. Any notices sent by facsimile or email should be followed as soon as possible by the original signed documents.

9. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this MOU creates any agency, association, employment, joint venture, partnership or trusteeship for any purpose whatsoever; and neither Party has any authority to act for, or to assume or create any obligation or responsibility on behalf of, the other Party.

10. COST AND EXPENSES

This MOU involves no binding financial obligations. Each Party shall be responsible for their own cost and expenses related to the preparation and implementation of this MOU, unless prior written consent of both Parties has been obtained.

11. GOOD FAITH

The Parties recognize that it is impracticable to make provision for every contingency and agree that each Party shall deal with one another in good faith to work together in a professional and efficient manner.

12. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 12.1. The Parties agree and undertake to keep confidential at all times any information, data and personal data that may be exchanged, acquired or shared in connection with any performance of the MOU and will not, in any circumstances whatsoever disclose the same to any third party without the written consent of the other Party or without the prior written approval of the individual to whom such personal data relates (where applicable).
- 12.2. The obligation of confidentiality contained in this MOU shall not apply to any Confidential Information which:

- a) has been made public by the disclosing Party or by others with the permission of the disclosing Party;
- b) is independently received from a third party who is free to disclose it;
- c) is in the public domain or is a compilation of material in the public domain; or
- d) required by laws or competent authorities.

13. INTELLECTUAL PROPERTY

- 13.1. Any intellectual property owned or licensed by a Party at the Effective Date or created by that Party during the term of this MOU shall remain the property of that Party. The granting of any license in respect of such rights shall be the subject of separate written agreements between the Parties. The disclosure or release of such deliverables does not imply the grant of any license or permission to use such deliverables for the Project or otherwise. Both Parties hereby agree not to cause or permit anything that may damage or endanger the intellectual property or other intellectual property of the other or any person title to it or assist or allow others to do so in connection with the carrying out its obligations under this MOU.
- 13.2. Any intellectual property developed through this collaboration shall be owned by both Parties and shall be further discussed and mutually agreed upon in a separate agreement(s) including but not limited to the registration of any intellectual property rights and any commercialization efforts thereto.
- 13.3. For the purposes of this clause, the intellectual property shall include all intellectual property rights on a worldwide basis, including but not limited to patents, design rights, inventions, trademarks, copyright, know-how and trade secrets and any other intellectual property rights and know-how, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection.

14. WAIVER

The failure of any Party to exercise its rights under or insist on strict adherence to any term of this MOU shall not be considered a waiver (unless advised in writing to the Party claiming the benefit of the waiver) and shall not operate to deprive that Party of the future exercise of that right or the right to insist on strict adherence to that term or any other term of this MOU.

15. PRESS ANNOUNCEMENT

Neither Party shall be entitled to make or permit or authorize the making of any press release nor other public statements or disclosure concerning this MOU or any of the transactions contemplated in it without the prior consent of the other Party.

16. ASSIGNMENT

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

17. SCHEDULES AND APPENDICES

Any schedules or appendices (if applicable) hereto shall be taken, read and construed as an essential and integral part of this MOU.

18. SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation, implementation or application of any of the provisions of this MOU shall be settled amicably through mutual consultation between the Parties.

19. ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING

Both Parties warrant that they have not violated and undertake not to violate, and they will continue to institute, maintain and practice policies and procedures designed to ensure continued compliance with each of the following laws: (a) anti-bribery & corruption laws, and (b) anti-money laundering laws, and as amended and supplemented from time to time.

20. GOVERNING LAW

This MOU shall be governed by and construed in accordance with Singaporean laws.

(The rest of this page is intentionally left blank)

The Parties hereto are duly authorized to execute this Memorandum on the day and year first above written.

On behalf of **SUNWAY UNIVERSITY SDN BHD**

On behalf of **COMILLA UNIVERSITY**



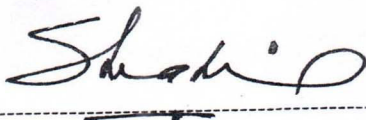
Professor Sibrandes Poppema

President

Sunway University

Date: 25/7/2023

Witnessed by:

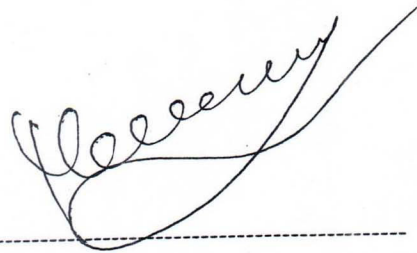


Professor Mahendhiran S. Nair

Pro-Vice Chancellor

Research Engagement and Impact

Sunway University



Professor Dr. A. F. M. Abdul Moyeen

Vice Chancellor

Comilla University

Date: 25/7/2023

Witnessed by:

P.P. M.A. Majid

Mr. Md. Amirul Haque Chowdhury

Registrar (in charge)

Comilla University