

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made effective as of **15 January 2022**

### BETWEEN

**INTI INTERNATIONAL UNIVERSITY wholly owned by INTI INTERNATIONAL EDUCATION SDN BHD [Company No. 199401043150 (328838-A)]** company incorporated under the laws of Malaysia, with its business address at Persiaran Perdana BBN, Putra Nilai, 71800 Nilai, Negeri Sembilan Malaysia (hereinafter referred to as "INTI");

### AND

**KRYVYI RIH NATIONAL UNIVERSITY, with full address at 11 Vitaliy Matusevych St., Kryvyi Rih, 50027, Ukraine (hereinafter referred to as "KNU");**

INTI and KNU are collectively referred to as the "Parties", and each, a "Party."

Both parties have reached consensus on the following education objectives below:

#### 1. Proposed partnership

Subject to the entry of the definitive agreements, the Parties intend to strengthen the mutual friendly partnership by promoting academic exchanges and exchange of visits by students and faculties of both Parties.

##### a) Student Exchange Programs

Student exchange programs will include, without limitation to, study tours and trial classes for students (refer to Appendix 1 for further explanation); summer camp, winter camp; international students exchange program (refer to Appendix 2 for further explanation); foundation programs and Sino-foreign cooperation programs for bachelor-degree education, master-degree education and doctor-degree education.

##### b) Faculty Exchange Programs

The faculty exchange programs will include, without limitation to, academic visiting & communication in Malaysia program (refer to Appendix 3 for further explanation); online and offline teacher training (refer to Appendix 4 for further explanation); joint operation of seminars, academic meetings and R&D projects; academic funding and visiting scholar program (refer to Appendix 5 for further explanation) and further education programs for bachelor-degree education, master-degree education and doctor-degree education.

#### 2. Term of Partnership

The term for partnership between the Parties shall be five (5) years from the date of this MOU, during which time the Parties may, through friendly discussion, choose the appropriate partnership model and enter into the definitive agreements.

If any Party intends to extend the term, such Party shall send a written notice to the other Party expressing its intent for extension at the end of the fourth (4th) anniversary of the date of this MOU and such renewal shall be prepared in writing and signed by both parties hereto.

#### 3. Exclusiveness

Both parties understand that this MOU is not exclusive and each party is permitted to enter into such agreements as it deems fit with other universities and institutions.

#### 4. Intellectual Property Rights

- a) In connection with this MOU, either Party may prepare, compile, and distribute materials ("**Materials**") for use during the discussions. Each Party or its independent contractor(s) authoring such Materials shall retain all ownership right, title and interest (including copyright) in the Materials. Neither Party shall have the right to reproduce, modify or use the Materials of the other Party without the prior written consent in each instance of the other Party or the independent contractor(s) authoring such work.
- b) Subject to mandatory provisions of applicable laws, any intellectual property rights derived from performing this MOU shall be owned by INTI and KNU, and the use, ownership and licensing of such intellectual property rights shall be governed by INTI's and KNU's intellectual property policies.
- c) The University will remain the owner of the knowledge, methodologies, software and tools that are its own and that it makes available for the execution of this MOU, which are not understood in any case to be transferred by virtue of it. Therefore, INTI will refrain from carrying out any conduct that directly implies a violation of intellectual property rights on any material used in the execution of this MOU, whose ownership falls on the University, responding to it for any direct damage, immediate and proven that it may cause by the breach of this obligation.

#### 5. Use of Logo and Names of the Other Party

Neither Party shall use the registered logos, name or associated marks of the other Party without the prior written consent of the other Party in each instance. The University shall not make any public announcements regarding this MOU or its contents without prior written consent from INTI. Use the name and image of the University under the terms and conditions previously informed in writing and with the sole purpose of promoting the object of this MOU.

#### 6. Non-Binding

Whilst both Parties hope to benefit from working together in the manner envisaged in this MOU, this MOU should not in any way be legally or contractually binding or enforceable or of any other contractual effect or legal consequence. Except for the provisions specifically noted as binding, either Party shall have any liability to the other Party for any failure to perform or breach of this MOU. This MOU is a bilateral legal act of collaboration between the parties. Therefore, by virtue of its nature, the parties expressly agree that this Agreement does not constitute a commercial agency, mandate or any representation between the parties.

#### 7. Binding Obligations

Notwithstanding the non-binding nature of this MOU, the Parties hereby agree that the following provisions shall be binding on the Parties:

##### a) Confidentiality

The existence, the terms and conditions of this MOU, all drafts of agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either Party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations, unless the disclosure is required by law or regulatory authority or any stock exchange on which the shares of any party are listed. If any Party determines that it is required by law or regulatory authority or stock exchange to disclose information regarding this MOU or to file this MOU with any regulatory body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.



b) Notices

Any communication under this MOU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of the Parties as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged.

**INTI**

Attention : Choo Mun Yoong  
Address : Persiaran Perdana BBN, Putra Nilai, 71800 Nilai, Negeri Sembilan Malaysia  
E-mail : munyoong.choo@newinti.edu.my

**KNU**

Attention : Lyudmyla Kruhlenko  
Address : 11 Vitaliya Matusevycha Str., Kryvyi Rih 50027, Ukraine  
E-mail : kruhlenko@knu.edu.ua, interdep@gmail.com

c) Negotiation Costs

Each Party will respectively bear its own costs and expenses arising from its consideration of, and any negotiations relating to, this MOU and the cooperation programs contemplated by this MOU.

Each of the parties shall be responsible for the payment of the taxes, duties and/or any other contribution that, according to the applicable legislation, that may correspond to it.

d) Governing Law

This MOU shall be construed in accordance to the laws of the home country of the party in breach of the terms and conditions of this MOU.

e) Dispute Resolution

In the event of any differences or disputes arising out of the interpretation or application of the provisions of this MOU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and co-operation.

f) Indemnity

Both parties undertake to hold each other harmless for any judicial, administrative and / or extrajudicial claim that third parties may make due to the ownership of the knowledge, methodologies, software, tools and all other material that are delivered by both parties for the execution of this MOU.

g) Variations

The terms stipulated in this MOU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

h) Anti-Corruption

The Parties hereby agree to engage only in legitimate business and ethical practices in commercial operations and will not directly or indirectly, commit any act which is deemed to be

an act/offence of corruption practice by any applicable law worldwide, including the Malaysian Anti - Corruption Commission Act, 2009 as amended from time to time.

i) Personal Data Protection

Each Party must comply with all laws and legal requirements applicable to the performance of its respective obligations under this MOU, including, without limitation, laws, or regulations applicable in ensuring notice is given and consent obtained in the sharing or disclosing of an individual's personal information/data.

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The parties hereto, through the duly authorized representatives, hereby agree to the provisions and terms of this MOU.

**INTI INTERNATIONAL UNIVERSITY**

\_\_\_\_\_  
Name : Dr. Joseph Lee  
Designation : Vice Chancellor

**KRYVYI RIH NATIONAL UNIVERSITY**

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Name : Dr. Mykola Stupnik  
Designation : Rector

