

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made effective as of 1 OCTOBER, 2021

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

NHA TRANG UNIVERSITY, 2 Nguyen Dinh Chieu, Nha Trang city, Khanh Hoa province, Vietnam (hereinafter referred to as "NTU")

INTI and NTU 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 cooperation programs for bachelor-degree education, master-degree education and doctoral degree education.

b) Faculty Exchange Programs

The faculty exchange programs will include, without limitation to, academic visiting & communication (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 doctoral 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 within three months before the expiry 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

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.

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. Use the name and image of the Parties 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 if explicitly marked as "confidential", it shall not be disclosed to any third party by either unless the disclosure is required by law or regulatory authority. If any Party determines that it is required by law or regulatory authority 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 : Ms. Jeewat Kaur
Address : 3, Jalan SS 15/8, Ss 15, 47500 Subang Jaya, Selangor
E-mail : jeewat.jagdissingh@newinti.edu.my

NTU : Nha Trang University
Attention : Department of External Cooperation
Address : 2 Nguyen Dinh Chieu, Vinh Tho, Nha Trang city, Vietnam
E-mail : dea@ntu.edu.vn

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.

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

NHA TRANG UNIVERSITY



Name: Assoc.Prof.Dr. Trang Si Trung

Designation: Rector

Appendix 1 - Study tours and trial classes for students

With the allocated budget, students from partner institutions will be invited to visit and experience top-notch education as well as vibrant campus life that INTI has to offer. All basic expenses, excluding insurance fees will be borne by INTI, upon their arrival to Malaysia. The study tour will be 2 weeks long.

- a) Basic services include: 3 meals for free per day at INTI cafeteria (buffet style), free accommodation in campus hostels (including disposable toiletries), and free transport to and from the airport (air-conditioned buses);
- b) Study tour includes: Exposure to Intensive English courses, experiencing the British education mode and trial classes, international student activities (communication with students from over 100 countries and participating in various student activities, such as clubs and societies, birthday parties, costume parties, barbecues, buffet and tasting of tropical fruits, among others);
- c) Please note that during the study tour, participants are strictly prohibited from smoking, consuming alcohol, going out without consent and any other behaviors that violate Malaysian law or customs. Participants may extend their trip not more than three days at their own expense, of which INTI will not cover the cost.

Appendix 2 - International Student Exchange Program

INTI welcomes the exchange of excellent graduating students with partner institutions, expecting students from each side can enhance their academic research ability and employment competitiveness in a different environment, bursting out new ideas and making new friends. Exchange program can extend up to 1 year.

- a) Participating students in this program will not pay any additional tuition (incidental fees and accommodation fees shall be paid by students according to the provisions of INTI and partner institutions along with their own consumption choices).
- b) Participating students in this program will benefit from mutual recognition of academic credit. Meanwhile, the exchange students in INTI will also take intensive English courses and participate in other activities INTI open to them in Malaysia for free.
- c) Please note that during the exchanging time, participants are strictly prohibited from smoking, consuming alcohol, going out without consent and any other behaviors that violate Malaysian law or customs.

Appendix 3 - Academic Visiting & Communication in Malaysia Program

INTI welcomes administrations and educators from partnering institutions to experience the unique Southeast Asian culture and education system that is found in Malaysia. On the trip, they will be able to experience and differentiate the teaching methods and scientific research practices of both countries. It is through the exchange of views, learning and comparison that educators can broaden their ideas on the management, while also fostering an international mindset. All basic expenses excluding insurance fees will be covered by INTI, upon their arrival to Malaysia. The tour will last a week.

- a) Basic tour pack includes visits to established universities and prestigious companies in Malaysia; observation of INTI lectures, the opportunity to exchange views between INTI management and its faculty teams; attending academic lectures, seminars, and forums.
- b) Basic services include: 3 meals for free per day at INTI cafeteria (buffet style), free accommodation in campus hostels (single room with disposable toiletries), and free transport to and from the airport (air-conditioned buses).
- c) Please note that during the study tour, participants are strictly prohibited from smoking, consuming alcohol and any other behaviors that violate Malaysian law or customs. Participants may extend their trip no more than three (3) days at their own expense, of which INTI will not cover the cost.

Appendix 4 - Online and Offline Teacher Training Program

With the aims to share resources to create an excellent international education environment, INTI provides online and offline teacher skills training and upskilling to partnering institutions. All online training sessions are free of charge.

- a) The online training includes: Training on British teaching methods, intensive English language training, professional courses and lectures, educational qualification improvement training, among others.
- b) The offline training includes: Regularly organized academic forums, invitation to partners to participate in international conferences; as well as professional learning program for undergraduate levels to doctorate.

Appendix 5 - Academic funding and Visiting Scholar Program

Studying abroad and getting the opportunity to take part in international academic exchange are ways for universities in various countries to enhance their competitiveness. Realizing this, INTI will continue to expand funding support and cooperation in 2021 with the aim to progress at the same pace as other institutions.

- a) Academic funding support: This year INTI has set up a joint research fund of USD 5,000,000.00 (USD 5 million) to provide the necessary support for collaborative academic projects and joint publication of academic papers and journals with partner universities. Each project or article will receive funding ranging from USD 1,000.00 to USD 20,000.00 depending on its impact.
- b) Visiting Scholar Program: INTI plans to send doctoral students or professors as visiting scholars to partner universities for two months of academic exchanges, project collaboration, intensive language intensive training and professional lectures. INTI will bear the cost of salary and visa fees for the scholar, meanwhile, daily expenses, accommodation and go-and-return air tickets will be at the expense of partner institutions.