

# MEMORANDUM OF UNDERSTANDING

On Cooperation between the Following Parties :



**ADHI COLLEGE OF ENGINEERING  
AND TECHNOLOGY ( ACET )**

Kanchipuram District  
Tamil Nadu, India

And



**DLC WORLDWIDE (MALAYSIA) SDN BHD**

Suite 13.02, 13<sup>th</sup> Floor Wisma Mirama  
Jalan Wisma Putra  
50460 Kuala Lumpur  
Malaysia

DATED  
6TH NOVEMBER 2017

## Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered this 6<sup>th</sup> November 2017. ( Effective Date ) and between :

### **ADHI COLLEGE OF ENGINEERING & TECHNOLOGY ( ACET )**

Whose administration office is located at new No. 25, Muna Adhi Illam Patel Ngar, 2<sup>nd</sup> Street, Mudichur Road, West Tambaram, Chennai – 600 045 Tamil Nadu, India.

AND

The college ( ACET ) whose campus office is located at No. 6, Munu Adhi Nagar, Sankarapuram, Puliambakkam Post, Kanchipuram District, Pin-631 605, Tamil Nadu, India.

Hereinafter called “ACET ” and referred to as the **FIRST PARTY**, Represented by **DR S.DILLI SARAN RAJ**, in his capacity as **Chairman & Correspondent**.

AND

### **DLC WORLDWIDE (MALAYSIA) SDN BHD**

Whose office is located at : Suite 13.02, 13<sup>th</sup> Floor, Wisma Mirama, Jalan Wisma Putra, 50460 Kuala Lumpur, Malaysia.

Hereinafter called “ DLC ” and referred to as the **SECOND PARTY**, Represented by **PROF. DR. NAVANEETHA SAGAYA BALAN KRISHNAN**, in his capacity as **Chairman / President**.

Hereafter collectively designated as "The Parties"

Whereas "The Parties" agree to work and cooperate jointly in good faith towards the establishment and operation to identify and promote ACET local presence in Malaysia to consolidate, nurture and profound workable framework of exemplary collaboration model and strategic partner to envision the strategic international development and recognition of ACET courses in Malaysia.

To develop cooperation in the field of education, training and advance research in the field of engineering and ICT between the two parties.

To collaborate in the human capital development related to the education and training industry inclusively the pre and post-employment based programs.

The **First Party** as the Strategic Partner has identified the **Second Party** to be contracted as a potential collaborative partner, being an internationally recognized and accredited & education and training professional independent consulting company specialized in providing advisory and consulting educational and training services in providing the complete range pre, concurrent, and post academic, employment and skills development ( Upskilling, Reskilling and Cross Skilling ) transformation and sustainability of Institutional achievements and advancements.

**Now Therefore**, the First Party wishes to obtain advisory and consulting services from the consultant ( 2<sup>nd</sup> Party ) as its independent external consultant for business development ( ACET ) and the consultant ( DLC ) agrees to assist the First Party ( ACET ) with such services as an independent external consultant under the terms and the conditions set forth in this Memorandum of Understand ( MoU )

**NOW THEREFORE IT HAS BEEN AGREED AS FOLLOWS :**

**1. SCOPE OF CONSULTING WORK**

- 1.1** The Parties agree to set up a joint committee which will be responsible for planning, monitoring and ensuring the execution of this MoU and jointly develop the Contract / Agreements that shall be put in place hereafter for approval by the partnership's representatives. It is understood that it will be necessary for members of DLC to travel to Tamil Nadu, the cost of which shall be borne by the strategic partner ( ACET ) accordingly.
- 1.2** All parties will jointly provide a highly qualified Partnership Manager with the appropriate range of skills to manage, oversee and follow up the establishment of the initiative.

1.3 Define by the " Engineering Education Ground Reality Academic Study Visit Report to Malaysia by ADHI ( ACET ) " dated 28<sup>th</sup> September 2017, both parties, commitments, deliverables and responsibilities in all phases which will eventually become articles of a legal contract between the parties and shall include responsibilities of both parties as defined by the statement below ;

A. **RESPONSIBILITY OF SECOND PARTY**

**The Second Party ( DLC )** as a professional consulting and collaborative partner shall have the responsibility to ;

- (i) Advise the First Party ( ACET ) on the full portfolio of course provision, accreditation process, system, compliances order, standards and professional practices as required and mandatory practices of regulating bodies, approval agencies and ministries in granting award and qualifications registration and recognitions in Malaysia.
- (ii) Plan, develop, and advice documentation standards, formats and levels of application stages for submission of documents for various approving bodies as required in Malaysia.
- (iii) Prepare and assist to develop jointly with the first party ( ACET ) appropriate project progression route, deadlines, work schedules, priority strategic sustainability plans, project cash flows that are crucial and important to this project.
- (iv) Prepare, develop and advise jointly with the first party ( ACET ) and representative of ( ACET), approving bodies within the local accreditation standards, process and procedure to match and consolidate accreditation and qualifications awards recognitions gaps identified in line with standards currently prevailing outside India in particular Malaysia.
- (v) Prepare, develop, advise on the acceleration stages of the types of courses, programs and industrial relate research and academic work that can be consolidated and developed towards an international joint dual certification of pre and post-employment based industrial relevant programs for ACET that can be developed into a possible and merited revenue channel to support industrial related recognition between ACET and international organizations, Institutions and awarding bodies outside India with specific attention to Malaysia.
- (vi) Prepare and advise first party ( ACET ) on recruitment of Malaysian students to pursue engineering qualifications both undergraduate and post graduate programs at ACET. Hence advise on the recognitions requirements and admissions requirement standard guidelines as stipulated by the Malaysian authorities.



- (vii) Advise and develop ACET local presence in Malaysia by establishing local administrative office, resources and expertise to liaise, coordinate, execute and complete all needful formalities, procedures to engage and deliver marketing, promotion and publicity awareness of ACET in Malaysia.
- (viii) Prepare and develop jointly with first party ( ACET ) a series of short courses and continuous professional development ( CPD ) focusing both hard skills and soft skills required for technical and engineers advance level certification programs.
- (ix) The second party agrees that the first party can promote and sell DLC Worldwide (M) Sdn Bhd international alliances programs, products and distance learning provision under the terms and conditions of the published reseller agreement.
- (x) The first party ( ACET ) agrees that it fully support and henceforth agreeable to the initiatives taken by second party ( DLC ) to ensure reliability, confidentiality, consistency and professional standard practices delivered and guided by the second party in the interest of ACET. However initiatives taken and delivered in the specific interest of this MoU will need to be adhered to collective decisions and agreement merit as win-win formulation of both parties interest.

#### **B. RESPONSIBILITY OF FIRST PARTY**

**The First Party ( ACET )** as strategic collaborative partner shall have the responsibility to ;

- (i) The First Party ( ACET ) shall, provide all facilities, equipment, supplies, support staff and other infrastructural requirements as per the advice of the second Party as the professional consultant collaborative partner ( DLC ) to establish and run an ACET administrative office for International collaborative office both in Tamil Nadu, India and respectively in Kuala Lumpur, Malaysia.
- (ii) The parties agree that DLC shall develop a robust Information Advice and Guidance (IAG) and induction process and ensure the students are recruited into the correct courses at the right level in order to fully realise their potential. Customized individual learning plans for a student may be agreed in line with the Malaysian Qualification Framework. The first party ( ACET ) is agreeable to provide all relevant data's, statistics and information pertaining to course and program admission and registration process.

- (iii) Both parties agree that the quality system will be based on best practice and will focus on ensuring that all systems are fully transparent and sustainable, meeting the requirements of both parties in specific of the project stated in this MoU respectively.
- (iv) The first party ( ACET ) agree to cooperate in planning and delivering courses based on the findings of the assessment and viabilities of the project as provided by the second party ( DLC ) accordingly.
- (v) The first party agrees that all new customized professional CPD or short courses that are developed to the clients or students requirements will remain the intellectual property of the partnership and joint certificates depicting logos of both parties will be issued based on agreed terms and conditions and deliverables implications of resources and profitability of the proposed programs
- (vi) The first party ( ACET ) agrees to provide an office for the sole use of the project duration at host locations and in Malaysia in the case of ACET to recruit international students and deliver dual qualifications at an agreed cost as required by the laws of Malaysia
- (vii) Both parties agree to work in partnership to ensure that all staff and personnel from both organisations are skilled and fully competent to the same high quality standard in order to provide consistency and sustainability across all delivery throughout the duration of the project and the validity of this MoU and MoA respectively.
- (viii) The first party ( ACET ) agree that a nominated representative from the second party ( DLC ) will have use of the aforementioned office as required solely and specifically for the purpose of this MoU respectively. The second party ( DLC ) on their part has nominated Dr. Varadarajan Balaji, Founder / President ( ISSRA ) as the representative of the second party in Tamil Nadu, India

#### 1.4 MOU Signatures

The parties agree to

- (i) Draft a legal contract to clearly define the roles and responsibilities of each party. Detailing the exact requirements and expectations of the Partnership.
- (ii) All expenditure and income will be divided on an agreed ratio depending on activities and subjected to the extensive nature of the project assignments and the cost involved respectively at both locations of the parties.

- (iii) Identify strict timelines against KPI for the project, based on a phased implementation plan.
- (iv) Commit to an agreed cost model and payment plan agreeable to both parties respectively.

1.5 The project focus and mission undertaken by both parties is to consolidate, profound, implement, strategize and achieve the following ;

- (i) To create and position ACET as an recognized Institution of higher learning from India offering engineering and technology based undergraduate and post graduate qualifications recognized by the Malaysian authorities.
- (ii) Complete and obtain all needful accreditation approvals and recognition of ACET qualification in Malaysia.
- (iii) Initiate collaborative strategic alliances across Malaysia with Institutions of higher learning for dual qualification awards, research and development, advance training and certification program delivery both engineering and technology employment based programs for technicians and engineers.
- (iv) Establish and setup ACET International office and or branch campus in Malaysia to recruit and deliver international programs across Malaysia.
- (v) To negotiate, correspond, identify and select an International awarding bodies, Universities and colleges of higher learning from United Kingdom, Canada, Australia, New Zealand and European continent to deliver joint collaborative programs at ACET campus in Tamil Nadu, India.
- (vi) To develop and delivery academic staff exchange programs for ACET to consolidate its International presence through exchange of expertise, professional trainers, researchers and senior academic faculty staff.
- (vii) The second party ( DLC ) as the appointed professional consultant and collaborative partner shall carry out its services as specified in the Memorandum of Understanding ( MoU ) and as Memorandum of Agreement ( MoA ) as specified.

## **NON-BINDING EFFECT OF THE MoU**

This MoU is not intended to be and does not constitute a binding or enforceable agreement, but is merely a preliminary outline of intention to facilitate the negotiation and preparation of definitive contractual agreements and related documents in connection with this cooperation.

### **3. CONFIDENTIALITY**

Each Party hereby undertake that it shall not (without the prior consent in writing of all other Parties or any representative assigned to act on behalf of all the Parties) release any press statement or make any other announcement to any third party or make any public statement regarding the existence or content of this MoU, the discussions contemplated by this MoU or the identity of the Parties to such discussions.

### **4. TERM**

Unless earlier terminated, this MoU shall be valid for a period of six months from the effective date, and shall be replaced by a contractual agreement ( MoA ) set between the concerned parties during the term as stipulated.

### **5. DISCLAIMER**

The purpose of the MoU is to set forth the understandings and intentions of the Parties with regard to these shared goals. The Parties enter into this MoU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Nothing in this MoU shall be construed as superseding or interfering in any way with other agreements or contracts entered into between two or more of the parties, either prior to or subsequent to the signing of this MoU. The Parties further specifically acknowledge that this MoU is not an obligation of funds, nor does it constitute a legally binding commitment by any party.

### **6. EFFECTIVE DATE AND TERMINATION**

All parties agree that the terms outlined in this MoU will become effective when both parties sign it. All parties agree that either party may terminate this MoU at any time, for any reason, with no penalty.

### **7. ENFORCEABILITY**

This is a voluntary agreement that expresses the good faith intentions of the parties and is not enforceable by any party.





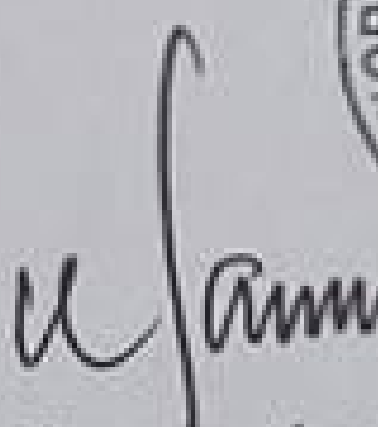



## 8. NON PUBLICITY

Both parties agree not to disclose the existence or contents of this MoU to any third party without the prior written consent of the other party except (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order (iii) as required in connection with the reorganization of a Party, or its merger with any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this MoU respectively.

## 9. AUTHORITY

IN WITNESS THEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives as of the date first written above.

 <p><b>ADHI</b> ADHI COLLEGE OF ENGINEERING AND TECHNOLOGY ( ACET ) TAMIL NADU, INDIA</p>   <p><b>DR. S. DILLI SARAN RAJ SURESH KUMAR</b> Chairman / Correspondent</p> <p>Date : 06/11/2017 Time : 3:35 pm. Passport No : J 2456181</p>	 <p><b>DLC WORLDWIDE (MALAYSIA)</b> SDN BHD</p>   <p><b>Prof. Dr. Navaneetha Sagaya Balan</b> President</p> <p>Date : 06.11.2017 Time : 3.35 pm. Passport No : A 31022109 ( NRIC : 641106-08-6675 )</p>
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### NOTE

Any modification or amendments of this Memorandum of Understanding ( MoU ) shall be in writing and shall become effective if and when signed by both parties.

Executed in two ( 2 ) original copies, each party acknowledging having receipt of one original copy.