



**ANNUAL REPORT ON SDG 17**  
**LINCOLN UNIVERSITY COLLEGE**  
**MALAYSIA**  
**2023**



# INTRODUCTION

Lincoln University College is craving to be a distinguished educational institution that provides world class education for the global market and a center of educational excellence that facilitates the unprecedented amassing of knowledge. Aiming to ensure success for all students not only in the exams but also in future life, this university provides quality teaching with dedicated lecturers and exceptional faculties and programmes that are beneficial for future career.

The founders and administrators of Lincoln University College are true academicians and practical skilled entrepreneurs who are committed to helping the students to achieve their potential in the education, research and skilled entrepreneur's world of this exciting new millennium. They bring together almost 150 years of higher education, post secondary education and language teaching experience. Their backgrounds include teaching, research and professional entrepreneurial training. Lincoln University College's focus is student-centered and student-directed. Our philosophy is that everyone has a claim to education in order to better their life, advance their career and reach their desired entrepreneur level of personal success.





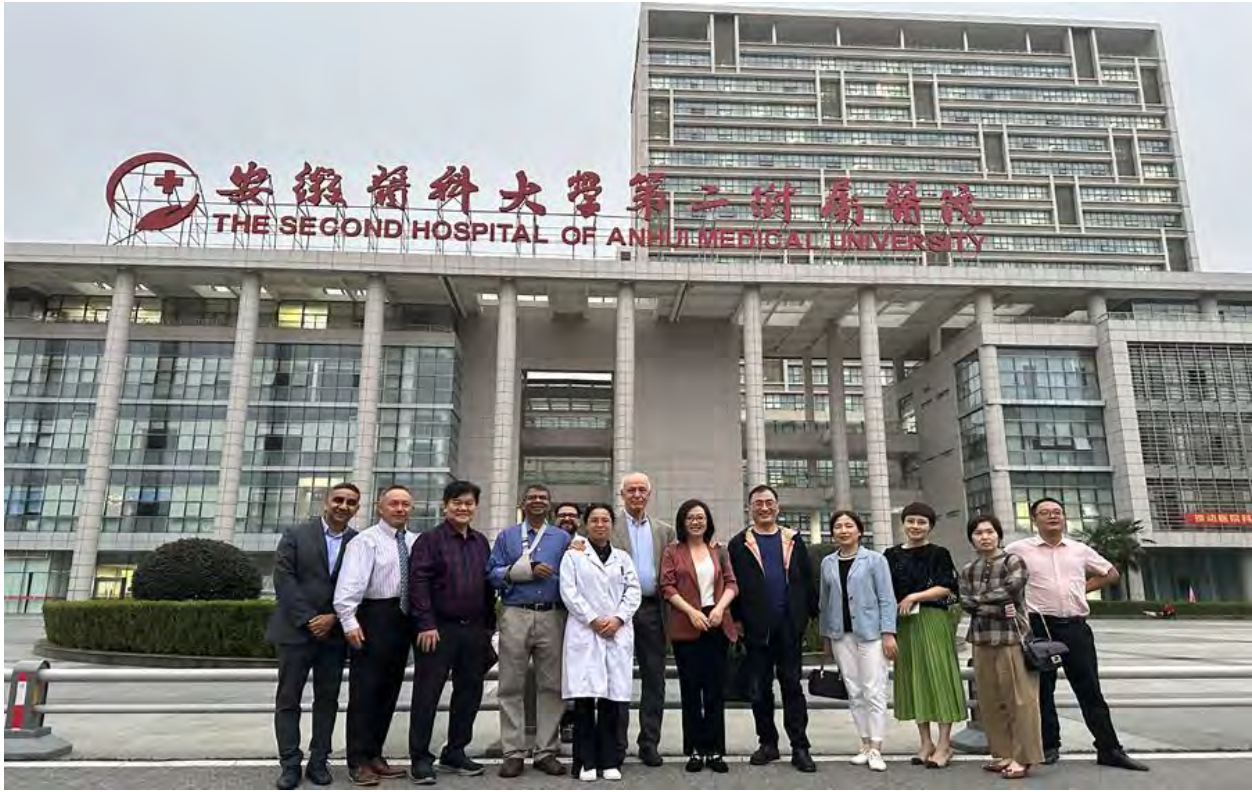
**COMPILATION REPORTS ON COLLABORATION WITH  
NGOS AND UNIVERSITIES TO TACKLE THE UN-SDGS  
THROUGH: STUDENT VOLUNTEERING PROGRAMMES,  
RESEARCH PROGRAMMES, AND DEVELOPMENT OF  
EDUCATIONAL RESOURCES**



**2023**



**SPECIAL ROBOTICS SURGERY MISSION ALONG WITH PROF DR ADEL SHERVIN MD USA TO PROMOTE GOOD HEALTH AND WELLBEING OF HUMANKIND AND QUALITY EDUCATION DELIVERY.**



Prof. Dr. Amiya Bhaumik, Founder & President, Lincoln University College (LUC), Malaysia, during his visit to China, signed MoU with Prof. Dr. Adel Shervin MD from the USA for a Special Robotics Surgery Mission to promote good health and wellbeing of humankind as well as expose student to quality education. The efforts were to support the smooth implementation of UN-SDG-3 and UN-SDG-4.

## Jiangxi University of Science and Technology International Education Exhibition and First International Education Forum (SDG-4)



Under the theme “Exploring the Path to International Education and Shaping the Future of Elite Overseas Study,” the International Education Exhibition and International Education Forum were meticulously organized to harmonize with the strategic objectives of Jiangxi University of Science and Technology in the realm of international education. These strategic goals encompass aspects such as “internationalization,” “high-end quality,” and “personalization” to support UN-SDG-4 on the delivery of quality education.

Prof. Dr. Amiya Bhaumik, Founder & President, Lincoln University College (LUC), Malaysia graced the event with his presence and delivered keynote speech emphasizing on the importance of the delivery and accessibility of quality education in our society.

The meeting took place on September 24, 2023, marking a significant step in advancing the university’s commitment to providing global educational opportunities and enhancing its international educational standards.

At the end, Prof. Dr. Amiya Bhaumik, Founder & President, Lincoln University College (LUC), Malaysia signed MoU with Jiangxi University of Science and Technology in order to work together towards the actualization of UN-SDG4 on Quality Education delivery, affordability, and accessibility.



## Lincoln University College Joins Hands with Ramakrishna Mission Aiming to Research Collaboration to promote UN-SDGs



On September 22, 2023, Lincoln University College (LUC), Malaysia entered into a profound partnership with Ramakrishna Mission Vivekananda Centenary College (RKMVCC) in Kolkata, India, marking the commencement of a noteworthy research collaboration towards the actualization of UN-SDGs for a better society. An MoU was signed between LUC & RMVCC in the presence of Honourable Prof. Dr. Amiya Bhaumik, Founder & President, LUC, Malaysia & Swami Kamalasthananda Maharaj, Principal, KMVCC, Kolkata, India.





## Lincoln University College Collaborates with Kristu Jayanti College, India for academic career development of students through research that relates to UN-SDGs



Delegates from Lincoln University College (LUC), Malaysia, recently engaged in an educational collaborative meeting with Dr. Fr. Augustine George, CMI, Principal, and Fr. Emmanuel PJ, Director of International Relations of Kristu Jayanti College (Autonomous), in Bangalore, India on September 7, 2023. The representatives from LUC included Dr. Abhijit Ghosh, who serves as the Dean of the Faculty of Business & Accountancy, Dr. Srikrishna Banerjee, holding the position of Regional Director for South East Asia and Director of Collaborative Studies, and Mrs. Archita Chakraborty, who serves as the Deputy Registrar and Head of the Department of International Affairs.

During the meeting, the participants engaged in meaningful discussions on higher education and research, shedding light on the prospects of collaboration between Lincoln University College, Malaysia, and Kristu Jayanti College, India.

The dialogue revolved around various areas of potential cooperation, aimed at enhancing the overall academic career development of students and smooth implementation of the 17 UN SDGs. These include joint research initiatives, joint CSR events, joint outreach programs, collaborative publications, hosting academic conferences, and implementing student and faculty exchange programs.

Additionally, both parties explored the possibility of establishing an integrated research center to support aspiring scholars in their academic pursuits.

**Lincoln University College Inks MoA with Zhejiang Chinese Medical University with special emphasis on the 17 Sustainable Development Goals (SDGs) outlined by the United Nations' 2030 agenda.**



Lincoln University College and Zhejiang Chinese Medical University formalized their partnership by signing a Memorandum of Agreement (MoA) on September 2, 2023.

- Focus: This collaboration encompasses various critical areas, including research, innovation, publication, student mobility, faculty development, faculty exchange, and student exchange.
- Vision: Notably, both institutions have committed to placing special emphasis on the 17 Sustainable Development Goals (SDGs) outlined by the United Nations' 2030 agenda.
- Aims: One of the key objectives of this partnership is to extend the reach of health education into developing countries, particularly in Africa and parts of Asia. The aim is to make a tangible impact on advancing the Sustainable Development Goals.

In pursuit of all these noble missions, both the universities warmly invite like-minded entrepreneurs and individuals to join hands and contribute to this vital initiative.

**MoU Signing between Lincoln University College & Central University of Kashmir on academic cooperation and research collaborations for mutual benefit as a part of internationalization of higher education under NEP-2020 and also imparting quality education under United Nations Sustainable Development Goals (UN-SDGs).**



New Delhi, Aug 19: In a first, the Central University of Kashmir (CUKashmir) inked a Memorandum of Understanding (MoU), with Lincoln University College, Malaysia, in New Delhi on Saturday, on academic cooperation and research collaborations for mutual benefit as a part of internationalization of higher education under NEP-2020 and also imparting quality education under United Nations Sustainable Development Goals.

The MoU was signed by CUK Vice-Chancellor, Prof. A Ravinder Nath and Dr. Amiya Bhaumik, Executive Founder President of Lincoln University College, Malaysia. The function, presided over by the Chancellor CUKashmir, Lt. Gen (Retd.) Syed Atta Hasnain, Member, National Disaster Management Board, Government of India, was also attended by Members of Executive Council of CUKashmir Prof. Ajay Kumar Singh of Delhi University, Prof Vandana Mishra of Jawaharlal Nehru University, New Delhi, Dr M A Sikandar, Registrar, Jamia Hamdard, New Delhi and Dr. Jagdish C. Wagle, Director, International Relations, Lincoln University.

The MoU also has provision for student, scholar and faculty exchange between CUK and the Lincoln University College, Malaysia.

The objective of the MoU is to stimulate and facilitate a strong cooperation and collaboration between two institutions to enhance the intellectual and academic development of the students, scholars and faculties. It will also enable to map and offer courses to recognize and grant equivalence of credits for accumulation and transfer as envisaged in the NEP-2020.

Speaking on the occasion the CUK Chancellor, Lt. Gen (retd.) Syed Ata Hasnain while congratulating both the institutions, expressed hope that this MoU will create a unique opportunity for both the institutions to share resources and expertise for mutual benefit and greater global understanding with seamless mobility of students, scholars and faculty.

Besides, it will enable confluence of diverse and brightest minds in finding the solutions for the problems that the world is facing today. Further, it will enable the students to emulate the culture of teamwork and universal human values, while respecting each other's faith and beliefs. He expressed happiness that academic and developmental activities at CUKashmir are gaining greater momentum to sustain its image as a premier institution, while attracting national and international attention, under its new Vice Chancellor.

Online source: <https://www.greaterkashmir.com/national-2/cuk-inks-mou-with-lincoln-university-college-malaysia-to-facilitate-exchange-programme-of-students-faculty>

## Signing of MoU Between Lincoln Institute of Higher Education & Pedorthic Association of Australia to foster academic collaboration and imparting quality education under United Nations Sustainable Development Goals (UN-SDGs)





On 11th August, the Pedorthic Association of Australia (PAA) and the Lincoln Institute of Higher Education (LIHE), Australia, embarked on a pivotal collaboration in pedorthics education and research. Pedorthists, recognized under the Allied Health Professions Australia, are instrumental in enhancing patient well-being through bespoke footwear solutions. Their expertise aids in averting foot complications, promoting mobility, and substantially curtailing risks linked with conditions like diabetes. This venture promises the development of a Global standards Bachelor of Pedorthics programme, revolutionary industry-led training, and unrivalled Work Integrated Learning opportunities for LIHE students. Such endeavors will capacitate them to cater to underprivileged communities, individuals at high foot-care risk, the physically challenged, and the Aboriginal and Torres Strait Islander populations.

Prof. Amiya Bhaumik of LIHE highlighted the institute's philosophical ethos on health education, expressing a fervent desire to pioneer community service via non-profit health education. PAA's President, Katrin Wegener, alongside Karl-Heinz Schott, emphasized the vast potential of the pedorthist profession in Australia, pointing to job-ready opportunities for students even in nascent study stages and the surging demand in remote areas.

This union was celebrated with the esteemed presence of members from PAA – Katrin Wegener, Karl-Heinz Schott, Khajag Moskofian, Sayed Ahmed; and from LIHE – Prof. Amiya Bhaumik, Dr Tadipatri Prasad, Dhanyānanda Swami, Mark Atkinson, Vijaya Ryali, and Prof. Mahfuz Ashraf. Forward to a brighter, inclusive future in health education!

**Lincoln University College Inks MoU with Gujarat Technological University imparting entrepreneurship and quality education under United Nations Sustainable Development Goals (UN-SDGs)**



Lincoln University College (LUC), Malaysia entered into a Memorandum of Understanding with Gujarat Technological University (GTU), India on July 28, 2023.

Dr. Amiya Bhaumik, President, LUC, Malaysia signed the agreement to provide students of computer science, engineering and management with joint research, new teaching techniques, scientific and technology documentation and new experiments.

Under this MoU experts from LUC will train and guide the students at GTU. Information and communication resources that help in academic domain will be shared between both the universities. Short term and long-term courses for both students and faculties will be created.

Faculties and students from GTU will participate in workshops, symposiums, and conferences organized by the partner university. Both universities will collaborate on developing new teaching techniques, publishing research, and creating scientific and technological documentation towards the actualization of the United Nations Sustainable Development Goals.

**MoU Signing between Lincoln University College & Guangzhou Huashang College towards the actualization of quality education under the United Nations Sustainable Development Goals.**



Prof. Dr. Amiya Bhaumik, Founder & President, Lincoln University College (LUC), Malaysia leads the delegation and signed a Memorandum of Understanding with Guangzhou Huashang College, China on July 18, 2023 focusing on educational collaboration towards the implementation of United Nations Sustainable Development Goals.



**MoU Signing Ceremony between Lincoln University College and Kaifeng University to conducts activities that propel the smooth implementation of United Nations Sustainable Development Goals.**



Dr. Amiya Bhaumik, President of Lincoln University College (LUC), Malaysia, entered into a Memorandum of Understanding (MoU) with an official from Kaifeng University, China. The agreement focuses on the internationalization of educational development, promoting equality, mutual benefit, and leveraging complementary advantages.

The purpose of signing this memorandum is to foster bilateral exchanges and cooperation between both institutions by placing special emphasis on the 17 Sustainable Development Goals (SDGs) outlined by the United Nations' 2030 agenda.

In compliance with the laws and regulations of their respective countries, both universities agree to engage in the following activities:

- Conduct cultural exchange programs for students.
- Establish an overseas language teaching center.
- Conduct joint Conferences/Seminars/Workshops to proffer solution to the problems and challenges facing the adaptation of UN-SDGs.
- Formulate policies and strategies for smooth implementation of the 17 UN-SDGs.
- Suggest interventions to support the UN-SDGs implementation.
- Facilitate student exchange study projects.
- Establish overseas vocational education centers.
- Collaborate on undergraduate/master's degree programs.
- Provide teacher and administrator training.
- Undertake collaborative educational and scientific research projects.

## MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is made on 13<sup>th</sup> April, 2021

Between

**Institute of Cost and Management Accountants of Pakistan** having its Registered Office at St18/c, ICMAP Avenue, Block-6, Gulshan-e-Iqbal, Karachi 75300

Institute of Cost and Management Accountants of Pakistan being one of the premier professional accounting organizations, enacted through an Act of Parliament to regulate and promote the profession of Management Accounting in Pakistan. It is the founding member of International Federations of Accountants (IFAC) since 1974; Confederation of Asian and Pacific Accountants (CAPA) since 1980; and South Asian Federation of Accountants (SAFA) since 1984 with more than 15,000 students and 7000 members in Pakistan and overseas, hereinafter referred as the First Party/ '**ICMA Pakistan**'

And

**Lincoln University College Malaysia** is having its office in Address at Wisma Lincoln, Jalan SS6 /12 Kelana Jaya 47301 Petaling Jaya, Selangor

Lincoln University College Malaysia\_ Here-in-after referred to as "**University Partner**" (which expression may, wherever the context so permits, mean and include the successors-in-interests and assigns and all persons claiming through or under it as the Second Party).

(The parties above-named are hereinafter singly referred to as "**Party**" and collectively as "**the Parties**")

The parties agree to collaborate for below mentioned points of significance, in order to provide career development pathways for ICMA Pakistan members.

### Points of Understanding and Mutual Cooperation

#### 1. Bachelor of Business Administration in Accounting for active members of ICMA Pakistan

- 1.1 University Partner will offer **Bachelor of Business Administration in Accounting** for active members of ICMA Pakistan and advance stage (AFA) students of ICMA Pakistan who will be meeting the prescribed criteria.
- 1.2 The program is approved by Malaysian Ministry of Higher Education and accredited by Malaysian Qualifications Agency.

## **2. Master of Business Administration OR Master in Finance for active members of ICMA Pakistan**

2.1 University Partner will offer **Master of Business Administration OR Master in Finance** for active members of ICMA Pakistan.

2.2 The program is approved by Malaysian Ministry of Higher Education and accredited by Malaysian Qualifications Agency.

## **3. PhD for active members of ICMA Pakistan**

3.1 University Partner will offer PhD program for active members of ICMA Pakistan to be completed within 3 years in areas of Business Administration, Finance, Management, Corporates Governance and allied subjects

3.2 The holders of Master in Finance OR Master of Business Administration as mentioned in (2.1) above may subject to evidence of good research standing be allowed to transfer and complete the doctoral program within 2.5 years.

3.3 The program is approved by Malaysian Ministry of Higher Education and accredited by Malaysian Qualifications Agency

## **4. General**

4.1 It is expressly stated that this MOU does not impose any financial or legal obligation on either of the Parties except the mutually agreed upon schedule of fees for the programs mentioned above.

4.2 The MOU may be amended or modified at any time through mutual consent of both the Parties in writing;

4.3 Signed copy of the MOU will be kept by each party once it has been signed by respective signatories.

4.4 The MOU may be terminated with mutual consent by either party by giving three months' notice subject to the continuation of agreement till the completion of the program of all enrolled affiliates. In case of termination of MOU, the members already registered with the University with various programmes, shall not be prejudice or end up and their lien shall still be enact till completion of their qualification(s) by following the rules of the University.

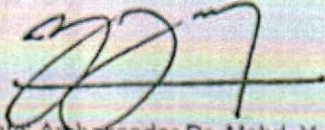
4.5 The Parties agree to indemnify and hold each other harmless against any claim for damages incurred by reason of any willful or negligent act of commission or omission by any Party on account of lack of implementation of any point contained in this MOU.

4.6 The MOU will come into effect on the date of signing by both the Parties until terminated vide clause 3.5 above.

IN WITNESS WHERE OF the Parties above-named have subscribed their respective hands hereunto on the date mentioned above.

First Party (For and on behalf of LINCOLN UNIVERSITY COLLEGE MALAYSIA)

Signature :



Name: Dato' Ambassador Dr. Mohd. Yusoff  
Designation: Chief Executive Officer  
Address: Wisma Lincoln, Selangor, Malaysia.  
IC No.: 520816-02-5569

Witness NO -1

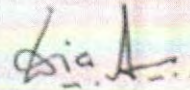
Signature :



Name : Dr. Amiya Bhaumik  
Designation: President  
Address : Wisma Lincoln, Selangor, Malaysia.  
IC No. : 620325-75-5039

Second Party (For and on behalf of ICMA PAKISTAN)

Signature :



Name: Zia ul MUSTAFA  
Designation: PRESIDENT  
Address:  
CNIC No.: 35202-1614439-5

Witness NO-2

Signature :



Name : HABIBUL NADEEM  
Designation: CONSUL GENERAL MALAYSIA  
Address : CNIC No. : KOKACHI  
750129-05-5209



**Memorandum of Understanding**  
**Between**  
**Nanjing Institute of Technology, China**  
**and**  
**Lincoln University College, Malaysia**

Nanjing Institute of Technology (NJIT), China and Lincoln University College (LUC), Malaysia wishing to establish relations between the two universities, agree to cooperate with each other as follows:

Subjects to mutual consent, the areas of cooperation will include any program offered at either institution as felt desirable and feasible on either side and that both sides feel contribute to the fostering and development of the cooperative relationship between the two universities.

Cooperation shall be carried out through such activities as:

1. Joint program leading to the degree of Bachelor to be awarded by both NJIT and LUC.
2. Admission of postgraduate students who has got Bachelor's degree from NJIT into LUC.
3. Exchange of academic staff
4. Exchange of postgraduate and/or undergraduate students
5. Joint research activities
6. Participation in seminars and academic meetings
7. Exchange of academic materials and other information
8. Ph.D studying program for serving teachers in NJIT

The terms of cooperation for each specific activity implemented under this MOU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such agreement entered into, as outlined above, will form appendices to this MOU.

This MOU shall remain in force for a period of three years from the date of the last signature, with the understanding that it may be terminated by the appropriate authorities of either party giving six months' notice to the other party in writing, unless an earlier

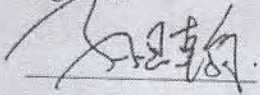
termination date is mutually agreed upon. The MOU may be amended or extended by mutual consent of the two parties.

This MOU alone do not contain any forced obligations on any of the involved parties. For further cooperation's a complimentary external contract in the matter is needed.

If this MOU is provided in the language of both signatories, both documents have equal validity.

This MOU is effective when the representatives of both universities have affixed their signatures to the MOU.

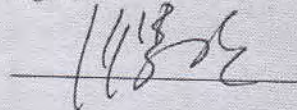
Signature



Lincoln University College

Date: 2020.12.17

Signature



Nanjing Institute of Technology

Date: 2020.12.17





## 南京工程学院 与 马来西亚林肯大学学院

### 合作备忘录

南京工程学院和马来西亚林肯大学学院有意向建立合作关系，并经双方同意在以下领域进行合作交流，同时，基于彼此意愿，合作领域将包括任何一方所提出的、并被双方认为可取并可行的、有助于培养双方合作关系的任何合作项目：

- 1、本科学历层次合作办学
- 2、接收南京工程学院的本科毕业生攻读硕士学位
- 3、教学科研人员的交流
- 4、研究生和/或本科生的互换交流
- 5、联合研究项目
- 6、举办研讨会和学术会议
- 7、交流学术资料和其他信息
- 8、教师在职攻读博士学位

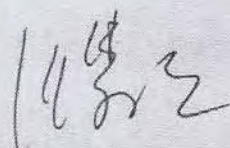
任何合作项目实施前，具体合作事宜须由双方相互讨论并商定，并以书面形式最终认定。任何如上文所述的合作项

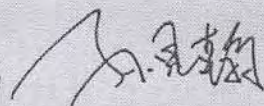
目的签订，其相应合作协议都将以此合作备忘录的附件形式备案。

此合作备忘录从签署认可起有效期为三年。除非提前终止的日期是双方共同商定，否则任何一方如果想要终止此协议，必须以书面形式提前六个月通知另一方。合作备忘录可以在双方认同的前提下进行修订或延长。

此合作备忘录经合作双方共同签字的任何语言版本，皆视为具有同等效用文件。

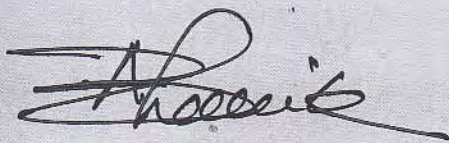
此合作备忘录自合作双方代表签字之日起即为生效。

签名   
南京工程学院

签名   
马来西亚林肯大学学院

日期: 2020.12.17

日期: 2020.12.17







## MEMORANDUM OF UNDERSTANDING

April 5, 2019

**Toronto eSchool**

41 Metropolitan Rd

Toronto, Ontario, M1R 2T5, Canada

(Hereinafter called, "TES")

- And -

**Lincoln University College**

Wisma Lincoln, No. 12-18, Jalan SS 6/12,

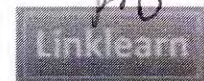
47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia

(Hereinafter called, "The Institution")

The purpose of this understanding outlines parties' intentions, responsibilities, and roles with regards to offering an Ontario Secondary School Diploma program where students attending the Institution have access to this program.

WHEREAS Toronto eSchool is an Ontario High School BSID (#886520) inspected by the Ontario Ministry of Education Canada and authorized to grant Ontario High school credits leading to the Ontario Secondary School Diploma;

WHEREAS The Institution is a centre of education providing the appropriate environment, facilities, courses and guidance for the educational development of the individual;



## ROLES AND RESPONSIBILITIES OF PARTIES

### **TES will be responsible for:**

- Providing via Toronto Scholars Collegiate quality onsite courses at its campus and via TES online courses both which adhere to Ministry of Education guidelines and the Ontario curriculum;
- Providing qualified teachers for each course who will offer feedback, guidance, and grading on all student assignments, quizzes, and exams;
- Providing technical support for online course issues and learning environment, when required;
- Acting as registrar for all associated students and ensuring they are enrolled into the appropriate courses as directed by TES;
- Providing students with password protected access to the learning environment to complete courses;
- Providing guidance services to students regarding diploma graduation requirements, administrative procedures and academic requirements;
- Grant appropriate prerequisite waivers based on the previous academic achievement of the student;
- Offering necessary support to by providing a point-to-point contact for any issues, questions, or concerns;
- Issuing report cards, transcripts, and OSSD credits upon course completion, as required;
- Creating OUAC accounts for students, as required, and providing appropriate documentation to post-secondary institutions, as needed;
- Issuing Ontario Secondary School Diploma (OSSD), as required.

### **The Institution will be responsible for:**

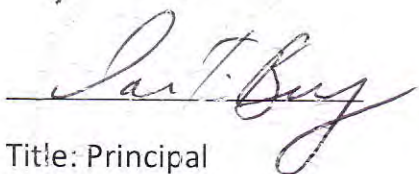
- Offering an organized support system for students completing courses via TES;
- Providing academic tutors to answer questions and offer general guidance to students;

- Arranging schedules, deadlines, and due-dates for students in accordance with its own needs and vision;
- Assisting Linklearn (SMCI) in Proctors for final exams and exam locations following TES's exam guidelines;
- Ensuring policies and procedures of TES are followed by students, including the Academic Integrity policy and procedures;
- Providing a point-to-point contact to communicate with TES SMCI Linklearn on any administrative, course, student and technical issues;
- Marketing and promoting the program to prospective students with ad copies to via SMCI Linklearn ;
- Agreeing not to attempt to duplicate, distribute and share any aspect of the courseware, business models, distribution methodology or allow any third party to do so and will take all reasonable precautions to protect TES Intellectual Property Rights and Confidentiality. If there is any harm to TES business reputation due to the institution's misconduct, TES reserves the right to terminate the collaboration immediately, ask the institution to compensate any economic loss and take legal responsibilities.
- To confirm this reflects accurately the Parties' understanding and agreement with respect to the matters set out above.

This MOU shall be valid for five years effective from the signed date. This agreement is subject to cancellation by either party on written notice of sixty (60) days.

Toronto eSchool

Name: Daniel Bowyer

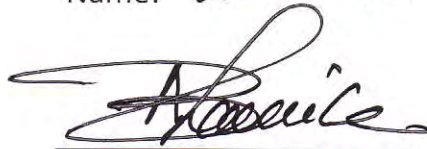


Title: Principal

Email: daniel@torontoeschool.com

Lincoln University College

Name: DR. AMIYA BHAUMIK



Title: CEO & Vice Chancellor

Email:

**Dr. Amiya Bhaumik**  
CEO/Vice-Chancellor  
Lincoln University College





北京印刷学院

BEIJING INSTITUTE OF GRAPHIC COMMUNICATION

MEMORANDUM OF UNDERSTANDING FOR ESTABLISHING ACADEMIC LINK  
BETWEEN BEIJING INSTITUTE OF GRAPHICS COMMUNICATION, CHINA &  
LINCOLN UNIVERSITY COLLEGE, MALAYSIA

Lincoln University College (LUC) ([www.lincoln.edu.my](http://www.lincoln.edu.my)) is one of the premier degree granting University which is approved by the Ministry of Higher Education in Malaysia and accredited by the Malaysian Qualifying Agency (MQA). LUC is member of various international organizations that include member of International Association of University (UNESCO -Paris), The Association of Commonwealth University ACU-London), Association of Indian University, etc. It is also recognized by the Ministry of Education, China. LUC is rated as a five star University by Ministry of Education in Malaysia. In April 2019, Times Higher Education (THE) has rated 301+ under the Impact of Education. LUC is offering Certificate, Diploma, Bachelor, Master and Ph. D level program in the field of Hospitality, Business, IT, Multimedia, Pharmacy, Fashion Management, Nursing, Medicine, Dentistry, Engineering and many more programs.

Beijing Institute of Graphic Communication (BIGC) (<http://www.bigc.edu.cn/>) is a general university under joint jurisdiction of General Administration of Press and Publishing (GAPP) and Beijing Municipality, with the latter as its main supervisor. BIGC has formed three-level education systems of postgraduate, bachelor degree and associate degree. It has the right to confer masters degrees in the following postgraduate programs: Communication, Material Physics and Chemistry, Art and Design, Mechatronic Engineering, Signal and Information Processing and business administration; 20 graduate programs: Printing Engineering, Packaging Engineering, Multimolecular Materials and Engineering, Mechanical Engineering and Automation, Electronic Information Engineering, Computer Science and Technology, Automation, Industrial Design, Communication, Editing and Publishing, Advertising, English, Information Management and System, Marketing, Financing, E-Business and Multi-Media Design and many more.

Lincoln University College, Malaysia and Beijing Institute of Graphics Communication, China have agreed to enter into an education co-operation program in order to offer various Bachelor, Master and Ph. D programs that include Bachelor of Science (Hons.) in Hospitality Management on behalf of Lincoln University College, Malaysia in China. The above programs will be offered in the premises of Beijing Institute of Graphics Communication in English Medium for International Students in Co-operation with Lincoln University College.

Prof. Dr. Amiya Bhaumik  
Vice Chancellor



Lincoln University College  
Wisma Lincoln, No. 12-18, Jalan SS 6/12,  
47301 Petaling Jaya, Selangor Darul Ehsan,  
Malaysia

Date: April 22, 2019

Ms Chen Miaoling  
Vice Dean



School of International Education  
Beijing Institute of Graphics Communication  
No.1 (band -2) Xinghua Street, Daxing  
District, Beijing, 102600, P. R. China

Date: April 22, 2019



## MEMORANDUM OF UNDERSTANDING

**Subject of Cooperation:** Promoting cooperation in academic, education and research.

This memorandum of understanding (hereinafter called "MOU") has been made and entered by and between.

**Narayana Engineering College, Gudur** (here after referred as, NECG) having its Head office at:

Address: DHURJATI NAGAR, GUDUR - 524 101  
NELLORE (Dst), ANDHRA PRADESH, INDIA.  
Phone: (08624) - 252611, 252612, Mobile: 9912355502  
Email: principalnecg@narayanagroup.com

Here in represented by **Dr. A.V.S.Prasad** in his capacity as Director of **Narayana Engineering College, Gudur** duly authorized hereto.

And

the **LINCOLN University College** (here in after referred as "LUC") having its office at:

Address: MAIN CAMPUS — WISMA LINCOLN  
No. 12 — 18, Jalan SS6/12. Off. Jalan Perbandaran,  
47301 Petaling Jaya, Selangor,  
MALAYSIA.  
T: +603-7806 3478, f: +603-7806 3479, E-Mail: info@lincoln.edu.my

Here in represented by **Dr. AMIYA BHAUMIK**, in his capacity as **CEO & Vice-Chancellor** of **LINCOLN University College** ( a degree granting University which offer Bachelor, Master, Ph. D. and Post-Doctoral Fellow) approved by the Ministry of Health Education in Malaysia and member of AIU (Association of Indian University), ACU (Association of Commonwealth University — London) IAU (International Association of Universities — UNESCO —Paris}, duly authorized hereto.

Preamble:

This MoU is entered into with the view of promoting cooperation in academic education and research between **Narayana Engineering College, Gudur (NECG)** and the **LINCOLN University college** (collectively referred to as parties) establish as basis for their further cooperation in academic in the following:

Whereas the parties wish to explore and establish a basis for their further cooperation in the areas of mutual interest and agree as follows.

**GENERAL SCOPE:** Both parties contemplated academic horizon through:

- Joint Ph. D., guidance and participating jointly into Ph. D. research guide to guide the Ph. D., aspirants from NECG in the field of Engineering and Business administration.
- To motivate existing Doctorate degree holders to join Post-Doctoral Fellow for further research work
- To initiate possible twinning program for various UG and PG Courses in future
- To initiate possible dual degree programs in future
- To contemplate some academic immersion programs
- To jointly develop academic programs in future
- Joint research in field of mutual interests
- Exchange of faculty for teaching and research assignments
- Exchange of students for appropriate level of study and research
- Organizing symposia, workshops, conferences and meetings
- Sharing of experiences in innovative teaching methods and course design
- Exchange of academic publication and reports

Specific activities and programs implemented under authority of this MoU shall be subject to availability of funds and the approval of each parties authorized representatives.

### SEPARATE AGREEMENTS

Prior to initiating any specific activity of programs, the parties will negotiate and enter into a definite agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including but not limited to financial commitments, academic freedom commitments, immigration and compliance obligation and details of the exchange or collaborative relationship. This MoU is not intended to create any legally binding obligation on either institution but it is included to facilitate discussions regarding general areas of cooperation.

### DURATION:

This MoU shall remain in force for consecutive five years from the date of the last signature. Either party may terminate this MoU by providing 60 days advance written letter to the other party. The parties may extend or renew this MoU by agreement, confirmed in a written amendment signed by each party's authorized signatory.

### ADDITIONAL TERMS:

The amendments of the terms of this MoU will not be effective unless made in writing and signed by each party's authorized signatory. Each party represents that the individuals signing in this MoU have the authority to sign on its behalf in the capacity included.

For Narayana Engineering College, Gudur

Name: Dr. A.V.S.Prasad

Title: Director

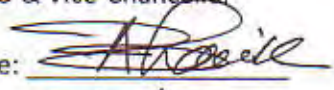
Signature: 

Date: 19/7/18

For LINCOLN University college, MALAYSIA

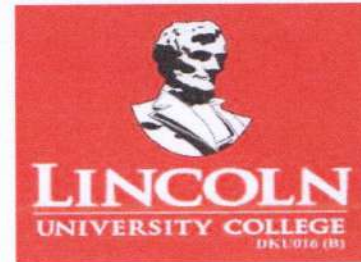
Name: Dr. AMIYA BHAUMIK

Title: CEO & Vice-Chancellor

Signature: 

Date: 19/7/18





**FOR RESEARCH AND PH.D PROGRAM**

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**GOKARAJU RANGARAJU INSTITUTE OF ENGINEERING & TECHNOLOGY**

**(Referred to as GRIET)**

**SURVEY NO 288, NIZAMPET ROAD, KRISHNAJA HILLS, BACHUPALLY,  
KUKATPALLY**

**HYDERABAD-500090**

**AND**

**LINCOLN UNIVERSITY MALAYSIA (LUC)**

**WISMA LINCOLN, No. 12-18, Jalan SS 6/12,**

**47301 Petaling Jaya, Selangor Darul Ehsan,**

**MALAYSIA**

**MOU**

## MEMORANDUM OF UNDERSTANDING

**Subject of Cooperation:** Promoting cooperation in academic, education and research

This memorandum of understanding (hereinafter called "MOU") has been made and entered into on the day of **16/09/2019** by and between:

### **GOKARAJU RANGARAJU INSTITUTE OF ENGINEERING & TECHNOLOGY**

**(Referred to as GRIET) Hyderabad, having its main campus at:**

**Address:** Survey no 288,  
Nizampet road,  
Bachupally,  
Kukatpally Hyderabad, India  
PIN:500090  
Email: principal@griet.ac.in

Here in represented by **Dr. Jandhyala N Murthy** in his capacity as Director of **GOKARAJU RANGARAJU INSTITUTE OF ENGINEERING & TECHNOLOGY (Referred to as GRIET) Hyderabad** duly authorized here and the **LINCOLN University College** (hereinafter referred as "LUC") having its office at:

**Address:** **MAIN CAMPUS**  
**WISMA LINCOLN**, No. 12-18, Jalan SS 6/12,  
47301 Petaling Jaya,  
Selangor Darul Ehsan, **MALAYSIA**  
+603-7806 3478 (International)  
FAX +603 -7806 3479, EMAIL [info@lincoln.edu.my](mailto:info@lincoln.edu.my)

Here in represented by **Dr. AMIYA BHAUMIK**, in his capacity as **CEO & Vice-Chancellor** of **LINCOLN University College** (a degree granting University which offer Bachelor, Master, Ph.D. and Post-Doctoral Fellow) approved by the Ministry of Higher Education in Malaysia and member of AIU (Association of Indian Universities), ACU (Association of Commonwealth Universities – London), IAU (International Association of Universities UNESCO-Paris), duly authorized hereto.



**PREAMBLE:**

This MOU establishment with the view of promoting cooperation in academic education and research between **GOKARAJU RANGARAJU INSTITUTE OF ENGINEERING& TECHNOLOGY Referred to as GRIET**) and the **LINCOLN University College (LCU)** (collectively referred to as parties) establishes as basis for their further cooperation in academic in the following: whereas the parties with to explore and establish a basis for their further cooperation in the areas of mutual interest and agrees as follows.

**GENERAL SCOPE:** Both parties contemplated academic horizon through:

PhD programmes and appointment of research guides to guide the Ph.D., aspirants from **GOKARAJU RANGARAJU INSTITUTE OF ENGINEERING& TECHNOLOGY**

- To motivate the Post-Doctoral Fellows for further research work.
- To initiate possible twinning program for various UG and PG Courses
- To initiate possible dual degree programs.
- To contemplate some academic immersion programs.
- Joint academic program development
- Joint researches in field of mutual interests
- Exchange of students for appropriate leave of study and research
- Organizing symposia, workshops, conferences and meetings
- Sharing of experiences in innovative teaching methods and courses design
- Exchange of academic publication and reports.

Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each parties authorized representatives.

**SEPARATE AGREEMENTS:**

Prior to initiating any specific activity or programs, the parties will negotiate and enter in to a definite agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including but not limited to financial commitments, academic freedom commitments, immigration and compliance obligation and details of the exchange or collaborative relationship. This MOU is not intended to create any legally binding obligation on either institution but it is included to facilitate discussions regarding general areas of cooperation.

**DURATION OF MOU:**

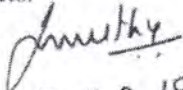
This MOU shall remain in force for consecutive five years from the date of the last signature. Either party may terminate this MOU by providing 60 days advance written letter to the other party. The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each party's authorized signatory.

**ADDITIONAL TERMS:**

The amendments of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory. Each party represents that the individuals signing in this MOU have the authority to sign on its behalf in the capacity included.

Name: **Dr. Jandhyala N Murthy**

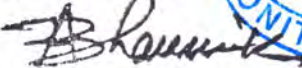
Title: Director

Signature: 

Date: **16 Sep 19**

Name: **Dr. AMIYA BHAUMIK**

Title: C.E.O & Vice Chancellor

Signature: 

Date: **16 Sep 2019**





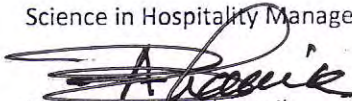
四川工業科技學院  
Sichuan Institute of Industrial Technology

MEMORANDUM OF UNDERSTANDING FOR ESTABLISHING ACADEMIC LINK  
BETWEEN Sichuan Institute of Industrial Technology, CHINA &  
Lincoln University College, MALAYSIA

Sichuan Institute of Industrial Technology is a full-time applied undergraduate university with a focus on engineering, economics, management, education. The school is registered under the Chinese Ministry of Education and is located in Deyang City, an important regional center of Chengdu-Chongqing Economic Zone. It has 12 secondary colleges, including intelligent manufacturing and vehicle engineering, construction engineering, electronic information and computer engineering, finance, management, food, sports, education, nursing, aviation, and continuing education, with more than 60 majors and specialties. There are more than 15,000 students and 995 faculty members, including 3 provincial-level teaching masters.

Lincoln University College (LUC) ([www.lincoln.edu.my](http://www.lincoln.edu.my)) is one of the premier degree granting University which is approved by the Ministry of Higher Education in Malaysia and accredited by the Malaysian Qualifying Agency (MQA). LUC is member of various international organizations that include member of International Association of University (UNESCO-Paris), The Association of Commonwealth University (ACU-London), Association of Indian University, etc. It is also recognized by the Ministry of Education, China. LUC is rated as a five star University by Ministry of Education in Malaysia. In April 2019, Times Higher Education (THE) has rated 301+ under the Impact of Education. LUC is offering Certificate, Diploma, Bachelor, Master and Ph. D level program in the field of Hospitality, Business, IT, Multimedia, Pharmacy, Fashion Management, Nursing, Medicine, Dentistry, Engineering and many more programs.

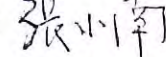
Lincoln University College, Malaysia and Sichuan Institute of Industrial Technology, China have agreed to enter into an education co-operation program in order to recognize each other's educational program credits and to host exchange students. Lincoln University agrees to assist Sichuan Industrial in its effort to run English media programs for international exchange students in order to offer various Bachelor, Master and Ph. D programs that include Bachelor of Science in Hospitality Management on behalf of Lincoln University in China.

  
Prof. Dr. Amiya Bhaumik

Vice Chancellor

Lincoln University College  
Wisma Lincoln, No. 12-18, Jalan SS 6/12,  
47301 Petaling Jaya, Selangor Darul Ehsan,  
Malaysia

Professor Zhang Xiaonan

President 

Sichuan Institute of Industrial Technology, China  
No. 59 University Road, Luojiang County,  
Sichuan Province, 618500  
China

Signed on 23rd of June 2019



**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

***LINCOLN UNIVERSITY COLLEGE  
AND  
TASHKENT PHARMACEUTICAL INSTITUTE***

With the objective of strengthening their mutual cooperation as well as striving for the promotion of mutual exchanges, **LINCOLN UNIVERSITY COLLEGE** having its address at Wisma Lincoln, No. 12-18, Jalan SS 6/12, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia hereinafter referred to as **UNIVERSITY**, and **TASHKENT PHARMACEUTICAL INSTITUTE** having its address at Aybek street, 45, Tashkent city, Uzbekistan, hereinafter referred to as "**Institute**", have concluded the following agreement:

**Article 1: Fields of Cooperation**

Cooperation between the two higher education institutions will be undertaken from the perspective of promoting academic and cultural ties. That cooperation will include educational and research activities in all the areas and disciplines offered at the two institutions.

**Article 2: Forms of Cooperation**

1. Both institutions agree that their cooperation will include, but not be limited to the following areas:
  - (i) The promotion of exchange of faculty members and/or researchers from both institutions;
  - (ii) Facilitation of the acceptance of faculty members and researchers from both institutions who are preparing for their doctoral dissertations;
  - (iii) Promotion of collaborative research and collaborative publication of research results by faculty members and researchers from both institutions;
  - (iv) Promotion of the exchange of students from both institutions;
  - (iv) Promotion of the exchange of reference data, publications, and academic information and literature.
2. Except for those provisions set forth explicitly in this document, any conditions related to implementing the activities referred to in this Memorandum will be negotiated by both institutions and the concerned parties and agreed to in a written document in advance of commencing the activities.



### **Article 3: Exchange of Faculty Members and Researchers**

1. Both institutions will endeavour to facilitate visits by faculty members and researchers from the other. Visiting faculty members and researchers will comply with administrative procedures required by and the regulations of the host university.
2. Both institutions may provide economic support for visiting faculty members or researchers from the other institution, but are not required to do so.
3. Both institutions will provide assistance to visiting faculty members and researchers from the other university in securing living accommodations, but are not required to provide such accommodations.
4. Both institutions will accord to visiting faculty members and researchers from the other institution, the use of research space, libraries and other facilities, opportunities to audit lectures free of charge, and to the extent possible other common courtesies generally granted to visiting scholars.

### **Article 4: Student Exchanges**

1. Both institutions will exchange postgraduate and undergraduate students.
2. Each institution shall be responsible for the choice of students participating in the exchange, subject to final approval by the host institution. The participating students from both institutions shall pay enrolment fee to their home institution and then study at the other institution without further charges for tuition fees. However, small fees may be charged for costs such as insurance, student unions and bodies, and the use of miscellaneous material such as photocopies, laboratory products, on the same basis as these are charged to local students.
3. Each institution shall help to arrange local accommodation for visiting students; provided, however, that cost of said local accommodation shall be the responsibility of and borne by the visiting students. Each participating student or his/her institution shall be solely responsible for travel arrangements and the costs thereof. The additional charges, as passport, visas, telephone services, books and any other kind of personal taxes will also be supported by the student.
4. Each institution can help its students by providing specific scholarships, and each institution will require participating students to maintain their own medical/health insurance to provide coverage while participating in a student exchange and all students shall be required to provide evidence of such insurance to the host institution.

### **Article 5: Memorandum Administrators**



Ultimate responsibility for this memorandum lies with the rector/president of each institution, but administrative responsibility for its administration will be delegated to the following officers at each institution.

- (i) For Lincoln University College: Uzbekistan Country Representative
- (ii) For Tashkent Pharmaceutical Institute: Head of International Cooperation Department

**Article 6: Validity of the Memorandum**

1. This Memorandum will come into force on the date that the governing bodies of both institutions give their formal approval and will remain in effect for a period of 5 (five) years after which it may be renewed.
2. Either party may terminate this Memorandum by officially notifying the other party of its intent to do so in writing by registered post six (6) months in advance.
3. The provisions of this Memorandum may be amended at any time by the mutual consent in writing of both institutions.

24.03.2021

SIGNED by for and on behalf of  
**LINCOLN UNIVERSITY  
COLLEGE**



**Dr. Amiya BHAUMIK**

President



\_\_\_\_\_ 2021

SIGNED by for and on behalf of  
**TASHKENT PHARMACEUTICAL  
INSTITUTE**



**Dr. Kamal RIZAEV**

Rector





## MEMORANDUM OF UNDERSTANDING (MOU) For International Collaboration

**LINCOLN UNIVERSITY COLLEGE (LUC)**, one of the most renowned universities in Malaysia and **JEONNAM STATE UNIVERSITY (JNSU)**, South Korea agree in principle to explore opportunities for mutually beneficial collaborative projects.

The parties named in this MOU are interested in developing a variety of collaborative activities aimed at enriching the student experience and achieving internationalization objectives of the respective institutions.

The projects and the collaborations between the above institutions will focus on, but not be limited to, the following opportunities:

- University foundation/practical job English programs
- Student exchanges/ Faculty/staff exchanges
- Joint marketing/recruitment initiatives
- Any other forms of cooperation mutually agreed upon between the Parties

It is understood that each institution will work within their respective institutional guidelines and adhere to the laws and regulations governing their institutions and their countries. It is further understood that projects involved in the delivery of educational programs will be financially beneficial to both institutions.

This MOU will be in effect for a period of three years from the effective date. Either party may terminate this MOU at any time without cause with thirty (30) days prior written notice to the other party.

Each party agrees not to utilize for purposes other than the negotiations anticipated under this MOU or to divulge to any third parties any confidential information provided by the other. Upon termination of this MOU, all such confidential information shall, upon request, be returned to the providing party.

The terms of this MOU do not constitute an offer or an obligation to enter into a legally binding commitment. Neither party has the authority to bind the other party into any legally binding commitments. Neither party shall use the name brand or image of the other without the express written permission of the other party.



As the parties develop specific opportunities under this MOU and wish to formalize such opportunity a written agreement will be presented which will clearly articulate the roles and responsibilities of each party, delineate liability and identify appropriate human and financial resources to ensure successful project outcomes.



Signed:

Signed:

  
\_\_\_\_\_  


  
\_\_\_\_\_  


Date: February 4 , 2020

Date: February 4 , 2020

On behalf of  
LINCOLN UNIVERSITY COLLEGE

On behalf of  
JEONNAM STATE UNIVERSITY

Datuk Dr.Hjh.Bibi Florina  
Pro-chancellor

Daejoong Kim, Ph.D.  
President





## **MEMORANDUM OF UNDERSTANDING (MoU)**

*Between*

**LINCOLN UNIVERSITY COLLEGE**

*And*

**ANHUI VOCATIONAL COLLEGE OF PRESS & PUBLISHING**

**This Memorandum of Understanding** (hereinafter referred to as “**MoU**”) is made on this \_\_\_\_\_ day of January 2021;

**BETWEEN**

**Lincoln University College** is referred to as “**LUC**”, which is a private institution of higher education accredited by the Ministry of Higher Education, Malaysia (MOHE) and the Malaysian Qualifications Agency (MQA), having its main campus at Wisma Lincoln, No: 12-18, Jalan SS6/12, Off Jalan Perbandaran, Kelana Jaya, 47301, Petaling Jaya, Selangor, Malaysia.

**AND**

**Anhui Vocational College of Press & Publishing** is referred to as “**AVCPP**”, a public full-time college of higher vocational technology as approved by the People’s Government of Anhui Province with its campus at 220, Fanhua Dadao, Hefei Economic and Technical Development Zone, Anhui Province, China.

(hereinafter referred to singularly as “**the Party**” and collectively as “**the Parties**”).

**WHEREAS: -**

The Parties are desirous of entering into MoU to declare their respective intentions and to establish a basis of mutual co-operation and collaboration in education between the Parties upon the terms as contained herein.

**NOW THEREFORE** the Parties hereby have reached an understanding as follows:

**CLAUSE 1**

**GENERAL AREAS OF CO-OPERATION**

- 1.1. Engagements shall be carried out, between **LUC** and **AVCPP** through such activities or programmes which include but not limited to:

- a. Exchange program for Diploma students to study Bachelor and Master Degrees in 3+1+1 format or any other degrees program;
  - b. Exchange of teachers, lecturers, researchers to conduct joint research, teaching, support continuing education and to study Master and PhD programs;
  - c. Collaborate in organizing joint research, traineeships, supervision, inspection and communication programme for students and graduates;
  - d. Co-operate in international, seminars, conferences, and local organization survey;
  - e. any other related areas of co-operation to be mutually agreed upon by the Parties.
- 1.2. The terms of such mutual assistance and the resources required for each programme and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity.
  - 1.3. The implementation of any other specific proposals shall be further discussed on a case by case basis and be dependent upon the availability of resources.

## **CLAUSE 2**

### **SCHEDULES**

- 2.1. All schedules, if any, referred to herein shall form part of this MoU and shall be taken, read, construed as an essential part of this MoU.

## **CLAUSE 3**

### **DURATION OF THE MoU**

- 3.1. This MoU will come into effect on the date of last signature and will remain in effect for a period of **five (5)** years or until terminated by either Party with **six (6)** months written notice.
- 3.2. This MoU may be extended for a further period as agreed to in writing by the Parties by issuance to the other Party of a written notice signifying its intention to renew the MoU not less than **six (6)** months prior to the Expiry Date.

## **CLAUSE 4**

### **FINANCIAL ARRANGEMENTS**

- 4.1. This MoU shall not give rise to any financial obligation by one Party to the other.
- 4.2. Each Party shall bear its own cost and expenses in the implementation of this MoU.

**CLAUSE 5**  
**CONFIDENTIALITY**

- 5.1. The Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MoU. Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
- 5.2. The confidentiality provisions apply to all confidential information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this MoU. Both Parties agree to develop procedures for the disclosure and protection of their confidential information.

**CLAUSE 6**  
**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 MoU shall be settled amicably through mutual consultation and or/negotiations between the Parties through diplomatic channels, without references to any third party or international tribunal.

**CLAUSE 7**  
**NON - CONTRACTUAL NATURE OF RELATIONSHIP**

- 7.1. Save for Clause 3, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.
- 7.2. Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.
- 7.3. The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

**CLAUSE 8**  
**NOTICES**

- 8.1. Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be

acknowledged by the other Party) to the Parties at their respective address and person contact.

8.2 For better coordination and smooth implementation of this project, **LUC** has appointed and engaged Dato' Dr Wong Say Ho and his company, Grand International Edu Group Sdn Bhd as **LUC's China Representative** to manage and coordinate between **LUC** with **AVCPP** in Anhui, China. Dato' Dr Wong who is the introducer and coordinator of this project will also assist both parties in the implementation and operations.

**CLAUSE 9**  
**REVISION, VARIATION AND AMENDMENT**

- 9.1. Either Party may request in writing a revision, variation or amendment of this MoU.
- 9.2. Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 9.3. Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 9.4. Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

**CLAUSE 10**  
**SUPERVENING EVENTS**

- 10.1. Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
- 10.2. Notwithstanding sub-clause 7.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

\*\*\*\*\***(End of MoU)**\*\*\*\*\*

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IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above-written.



ANHUI VOCATIONAL COLLEGE OF  
PRESS AND PUBLISHING

Professor Yiping Yue  
President

Date: 2021.1.27

Witnessed by :

Professor Wu Peng  
Vice President

Date: 2021.1.27



LINCOLN UNIVERSITY COLLEGE

Professor Dr Amiya Bhaumik  
President

Date: 27 JAN 2021

Witnessed by :

Dato' Dr Wong Say Ho  
China Representative

Date :



తెలంగాణ తెలంగాణ TELANGANA

S.No. 2189 Date 19/09/2018 Rs. 100/-  
Purchaser... Sangeedha Moudhri R to the  
S/W/D to... R. Rajuvaran  
For Whom... Lincoln University college

T 819488

B. MARY

Licensed Stamp Vendor  
LIC:16-07-001/2013, Ren.No.16-07-001/2016  
\* 5-9-22/11/104, Hill Top Colony,  
Adarshnagar, Hyderabad, District.  
Ph.No.9849838068

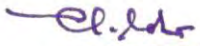
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LINCOLN UNIVERSITY COLLEGE (LUC), KUALA LUMPUR, MALAYSIA  
AND  
OSMANIA UNIVERSITY, HYDERABAD, INDIA

This Memorandum of Understanding ("MOU") is entered into and effective as of 22<sup>nd</sup> September, 2018, by and between:

**Lincoln University College (LUC)**, Petaling Jaya, Malaysia was established in the year 2002 as Lincoln College (LC) and upgraded to Lincoln University College in the year 2011. Lincoln University College is one of the premier private institutions of higher education approved by the Ministry of Higher Education and Malaysian Qualifying Agency (MQA-National Accreditation Board). Lincoln University College was awarded "The Certificate of 5 Star Setara -2017", by the Ministry of Higher Education, Malaysia. Lincoln University College is also the associate member of the "Association of Indian Universities (AIU)", Association of Commonwealth Universities (ACU), London and a member of "International Association of Universities (AIU)" Paris.

And

**Osmania University (OU)** is a multi-disciplinary University offering rich and varied courses in the field of Humanities, Arts, Sciences, Social Sciences, Law, Engineering, Technology, Commerce and business Management, Information Technology and oriental languages. The

  
REGISTRAR  
Osmania University,  
Hyderabad - 500 007.  
Telangana State, India





Universities Strategic Planning, teaching and learning Policies and research direction have always emphasized respect for the concerns of the society and the need to address the issues that challenge it. In recognition of its excellent academic achievements, Osmania university had the distinction of being awarded the FIVE STAR status by the National Accreditation and Assessment Council (NAAC) of the University Grants Commission, Government of India in the year of 2011 and again reaccredited with A+ Grade by NAAC in 2017 University is also recognized as the university with Potential for Excellence by the U.G.C.. OU has also established the "University- Industry Hub" for an effective interface with the Industry and design and deliver Programs tailored to the industry needs.

Osmania University having its registered office at Administrative building, Osmania University, Hyderabad-7, Telangana State and hereinafter unless the context otherwise requires be referred to as "OU".

**Scope:**

LUC proposes to collaborate with Osmania University in the following areas.

**1. Research**

Lincoln University College & Osmania University can conduct joint collaborative research in various identified areas to develop, test, evaluate and commercialize research projects. Joint application for different research grants both in India, Malaysia as well as other countries.

LUC & OU will identify the broad topics / areas for research in engineering, management, technology, social sciences, general science and so on, which will be suggested by Research committee comprising of LUC & OU. However, a special emphasis will be given to Computer Science, Engineering and Management.

LUC & OU will work closely by pooling, exchanging and sharing their resources in terms of academics.

**2. PhD Supervisors (Guides):**

Ph. D holders with more than 5 years of teaching experience at University / constituent colleges/ or affiliated colleges level can register with Lincoln University College as Research Guide/ Supervisor. Lincoln University College will get necessary approvals from the Ministry of Higher Education in Malaysia to become Research Guide / Supervisor.

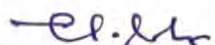
The LUC will allot the registered Research Guides / Supervisors with Ministry of Higher Education in Malaysia to PhD scholars in India

**3. PhD Research Scholars:**

LUC & OU will mutually consider and recognise as equivalent the PhD programs offered by both universities in the disciplines of Humanities, Engineering, Commerce and Management, Natural and Social Sciences, as both LUC & OU are members of AIU.

Faculty members who have Master's Degree and involved in teaching at various levels of teaching institutions either at the affiliated colleges or equivalent colleges can be registered as Ph. D student with LUC. Working executives from Industry are also considered to register for PhD.

The criteria for selecting candidates for PhD program as per the norms of Lincoln University College, Ministry of Higher Education of Malaysia and Osmania University.

  
REGISTRAR  
Osmania University,  
Hyderabad - 500 007,  
Telangana State, India





LUC will recognise, accept the credits/ transfer of credits, of the PhD course work can be done at Osmania University, constituent colleges or affiliated colleges of Osmania University for further process as per the norms of LUC leading to award the PhD.

After successful completion of all the requirements of both OU & LUC, for the award of PhD degree. The LUC will award the PhD Degree and same will be treated equivalent with OU's PhD as LUC and OU are members of AIU.

**4. Dual Degree Programs:**

LUC & OU explore to offer Joint / Twinning/ Dual Degree programs at under graduate and Post graduate levels in identified specialised areas.

**5. Organising joint International Conferences & Symposiums in Malaysia and India.**

LUC & OU will collaborate in designing and organising seminars, training programs, symposia for the participants of both the countries and also neighbouring countries including SAARC countries.

**6. Faculty Exchange**

Faculty exchange will also be given a special emphasis between the two organisations.

**7. Implementation of Research, Research Scholar and Research Guide:**

While implementing the matters related to Research, Research Scholar and Research Guides and awarding PhD, Lincoln University College will follow the Osmania University's rules and regulations.

The above collaboration will include all institutions, Departments, faculties and affiliated colleges of both the universities.

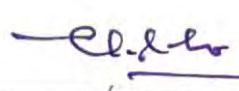
**Terms of MoU:**

This MoU shall be valid for a period of five years and it may be renewed subject to mutually agreed terms and conditions. The MoU will be jointly reviewed by Lincoln University College and Osmania University as mutually agreed from time to time.

IN WITNESS whereof, the parties hereto have executed this MoU as of the last written date below.

**For Osmania University, Telangana,**

**For Lincoln University College,**



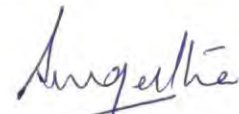


Authorized Signatory **REGISTRAR**  
**Osmania University,**  
Name: Prof. Ch. Gopal Reddy - 500 007.  
Position: Registrar, **Telangana State, India**  
Osmania University  
Date: \_\_\_\_\_

Authorized Signatory  
Name: Prof. Dr. Amiya Bhaumik  
Position: Vice Chancellor, **LUC**  
Date: \_\_\_\_\_



Witness: (1)   
**Prof. R. NAGESWAR RAO.**

Witness: (2)   
**SANGEETHA MURTHY**



FOR RESEARCH AND PH.D PROGRAM

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

MALLA REDDY ENGINEERING COLLEGE(AUTONOMOUS)

(Referred to as MREC)

MAISAMMAGUDA (V) POST KOMPALLY ,MEDCHAL (Dist)

HYDERABAD, 500100

AND

LINCOLN UNIVERSITY MALAYSIA (LUC)

WISMA LINCOLN, No. 12-18, Jalan SS 6/12,

47301 PetalingJaya,SelangorDarulEhsan,

MALAYSIA

MOU

## **MEMORANDUM OF UNDERSTANDING**

**Subject of Cooperation:** Promoting cooperation in academic, education and research

This memorandum of understanding (hereinafter called "MOU") has been made and entered into on the 27 day of August 2019 by and between:

### **MALLA REDDY ENGINEERING COLLEGE (AUTONOMOUS)**

(Referred to as MREC) Hyderabad, having its main campus at:

Maisammaguda (V) Post Kompally, Medchal (Dist)

Hyderabad, 500100

Here in represented by **Dr. S. Sudhakara Reddy** in his capacity as Principal of **MALLA REDDY ENGINEERING COLLEGE (AUTONOMOUS)**

(Referred to as MREC) Hyderabad duly authorized here and the **LINCOLN University College** (hereinafter referred as "LUC") having its office at:

**Address: MAIN CAMPUS**

**WISMA LINCOLN**, No. 12-18, Jalan SS 6/12,  
47301 Petaling Jaya,  
Selangor DarulEhsan, **MALAYSIA**

+603-7806 3478 (International)

FAX +603 -7806 3479, EMAIL [info@lincoln.edu.my](mailto:info@lincoln.edu.my)

Here in represented by **Dr. AMIYA BHAUMIK**, in his capacity as **CEO & Vice-Chancellor** of **LINCOLN University College** (a degree granting University which offer Bachelor, Master, Ph.D. and Post-Doctoral Fellow) approved by the Ministry of Higher Education in Malaysia and member of AIU (Association of Indian Universities), ACU (Association of Commonwealth Universities – London), IAU (International Association of Universities UNESCO-Paris), duly authorized hereto.

## **PREAMBLE:**

This MOU establishment with the view of promoting cooperation in academic education and research between **MALLA REDDY ENGINEERING COLLEGE (AUTONOMOUS)** Referred to as **MREC**) and the LINCOLN University College (collectively referred to as parties) establishes as basis for their further cooperation in academic in the following: whereas the parties with to explore and establish a basis for their further cooperation in the areas of mutual interest and agrees as follows.

**GENERAL SCOPE:** Both parties contemplated academic horizon through:

PhD programmes and appointment of research guides to guide the Ph.D., aspirants from **MALLA REDDY ENGINEERING COLLEGE (AUTONOMOUS)**.

- To motivate the Post-Doctoral Fellows for further research work.
- To initiate possible twinning program for various UG and PG Courses
- To initiate possible dual degree programs.
- To contemplate some academic immersion programs.
- Joint academic program development
- Joint researches in field of mutual interests
- Exchange of students for appropriate leave of study and research
- Organizing symposia, workshops, conferences and meetings
- Sharing of experiences in innovative teaching methods and courses design
- Exchange of academic publication and reports.

Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each parties authorized representatives.

## **SEPARATE AGREEMENTS:**

Prior to initiating any specific activity or programs, the parties will negotiate and enter in to a definite agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including but not limited to financial commitments, academic freedom commitments, immigration and compliance obligation and details of the exchange or collaborative relationship. This MOU is not intended to create any legally binding obligation on either institution but it is included to facilitate discussions regarding general areas of cooperation.

**DURATION OF MOU:**

This MOU shall remain in force for consecutive five years from the date of the last signature. Either party may terminate this MOU by providing 60 days advance written letter to the other party. The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each party's authorized signatory.

**ADDITIONAL TERMS:**

The amendments of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory. Each party represents that the individuals signing in this MOU have the authority to sign on its behalf in the capacity included

  
Name: **Dr. S.SUDHAKARA REDDY**

Title: Principal

Signature:

Date: 27.08.2019

**PRINCIPAL**  
**Malla Reddy Engineering College**  
**(Autonomous)**  
Maisammaguda, Dhulepally,  
(Post Via Kompally), Sec'bad-500 100.

  
Name: **Dr. AMIYA BHAUMIK**

Title: C.E.O & Vice Chancellor

Signature:

Date: 27.08.2019





**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LINCOLN  
UNIVERSITY COLLEGE**

**AND**

**KUMASI TECHNICAL UNIVERSITY**

**OBJECTIVE OF THE MOU**

The objective of the MOU is to develop Academic cooperation and promote mutual understanding between Party A and Party B.

**DEFINITION OF SPECIAL TERMINOLOGIES**

1. **KUMASI TECHNICAL UNIVERSITY MEANS:** THE PUBLIC HIGHER EDUCATION IN GHANA
2. **LINCOLN UNIVERSITY COLLEGE MEANS:** THE PUBLIC HIGHER EDUCATION IN MALAYSIA
3. **PROGRAM MEANS:** BOTH GRADUATE AND POSTGRADUATE PROGRAMMES
4. **COURSES MEANS:** MASTERS AND Ph.D.
5. **CENTER MEANS:** THE CENTER SERVING TO DELIVER COURSES, THAT IS KUMASI TECHNICAL UNIVERSITY

<b>PARTY A</b>	<b>PARTY B</b>
<b>Lincoln University College, Malaysia</b> Wisma Lincoln, No.12-18 Jalan SS 6/12,47301 Petaling Jaya DarulEhsan, Malaysia Tel: +603-7806 3478; Fax: +603-7806 3479 Website: <a href="http://www.lincoln.edu.my">www.lincoln.edu.my</a> E mail : <a href="mailto:collaboration@lincoln.edu.my">collaboration@lincoln.edu.my</a>	<b>KUMASI TECHNICAL UNIVERSITY</b> P. O. Box 854, Kumasi - Ashanti Region, Ghana, W/A email: - <a href="mailto:gabriel.dwomoh@kstu.edu.gh">gabriel.dwomoh@kstu.edu.gh</a> website - <a href="https://kstu.edu.gh/">https://kstu.edu.gh/</a>

<b>Level of Programs</b>	Masters Program Ph.D. Program
<b>Duration</b>	Master of Business Administration: 12 Months to 24 months Doctorate of Business Administration: 36 Months
<b>Entry Qualification</b>	Master of Business Administration: Bachelor's Degree or equivalent. P.hD. Masters with two (2) years of working experience.
<b>Contract Duration</b>	This MoU is valid for five (5) years from the date of signing by the authorized signatories of each Party. Each Party shall review the status of the MoU at least three months before the end of the five years to determine whether it wishes the MoU to continue and if so, any modifications that might be necessary. The period of validity of this MoU may only be extended by the mutual written consent of both Parties.
<b>Contract</b>	It is the legal obligation of both parties to see through the delivery of the program to all students who were enrolled in the program prior to the cancellation of the contract.
<b>Programme Accreditation</b>	KUMASI TECHNICAL UNIVERSITY (KsTU) shall fully bear all costs of local accreditation of programmes from students' school fees. Lincoln University College (LUC), Malaysia, will be responsible for providing all necessary documentation (including English certified translated copy) for the submission purpose.
<b>Admission Application Form</b>	LUC will provide an online application form to KUMASI TECHNICAL UNIVERSITY for students to fill up for admission. Before filling up the online application form, the KUMASI TECHNICAL UNIVERSITY must check all documents (academic certificates, passport/citizen cards, etc.) and put a rubber stamp (true certified copy) with a signature and name of the person who has verified. Upon filling up the form, all supporting documents must be uploaded on LLS online.
<b>Student ID number</b>	Upon filling up the form, a student will get an ID number.
<b>Teaching and Conduct of Examination</b>	KUMASI TECHNICAL UNIVERSITY shall ensure that teaching and the conduct of examination follow the guidelines of the two parties. KsTU shall send examination questions to LUC for moderation. KsTU shall write a report on the teaching, conduct of examination, students examination results, and continuous assessment at the end of each semester to LUC. Supplementary examination Fees/ review fees for appeared paper shall attract a fee of USD20 per subject/module.
<b>Other Administrative Procedures</b>	<ul style="list-style-type: none"> <li>a) Faculty members: KsTU shall use its qualified lecturers to form the faculty to teach LUC Programs</li> <li>b) KsTU shall furnish LUC with a semester timetable and a list of course lecturers before that semester begins.</li> </ul>


	<p>c) A separate Meeting Minutes on the discussion of LUC Programs shall be kept for verification by LUC</p> <p>d) KsTU shall provide classroom and office facilities to run LUC Programs.</p> <p>e) Collaborative Partners must keep all documents in both soft and hard copies and share them when required.</p> <p>f) KsTU follow it's quality and audit assessment guidelines to manage LUC Programmes</p>
<b>Students Attendance</b>	Copies of students' attendance shall be kept and forwarded to LUC at the end of each semester.
<b>Students Academic Matters</b>	Both Parties will have separate LLS to manage students' ACADEMIC MATTERS etc
<b>Thesis/Dissertation and Plagiarism Report</b>	<p>The KUMASI TECHNICAL UNIVERSITY must upload each student thesis/Dissertation (softcopy) on the LLS.</p> <p>A Plagiarism report shall accompany each thesis/Dissertation. Such a report is allowed to have not more than 20% plagiarism. If the plagiarism report is more than 20%, the Thesis/Dissertation will be rejected.</p>
<b>Length/ Duration</b>	Various course duration shall form in line with LUC requirements.
<b>Discount/ Scholarship</b>	Discount/ Scholarship to students will be mutually discussed between the two institutions before they are awarded.
<b>Program fees/Expenses/Royalties</b>	<p>KsTU will collect students' fees, out of which all expenses will be borne from it.</p> <p>After collecting the school fees, the distribution shall be as follows:</p> <p>a) Administrative/Overhead cost: 30%</p> <p>The remaining 70% will be shared as follows:</p> <p>b) Royalty to LUC: 30%</p> <p>c) KsTU: 40%</p> <p>All payments should be made in USD (American dollar).</p>
<b>Acceptance of students</b>	LUC will have absolute authority for determining acceptance, registration, completion requirements of students.
<b>Academic Progress</b>	KUMASI TECHNICAL UNIVERSITY shall be fully responsible for administering and managing the students' academic progress and preparing a report on and submitting the same to LUC.
<b>Agreement</b>	KUMASI TECHNICAL UNIVERSITY shall complete the Course/syllabus Application form and submit it to Lincoln University College, Malaysia, with all supporting documents before the commencement of the course.
<b>Collaborative partnership Agreement</b>	In case there is a change of ownership of the center, prior approval from the university is a must. If the ownership is changed without prior approval from the university, a penalty of a minimum of USD 4000 will be imposed and or cancellation of the agreement.



<b>Course material</b>	Lincoln University College, Malaysia will provide the master copy of the course. Semester-wise to KUMASI TECHNICAL UNIVERSITY, where the programs will be delivered, precisely in the same outline and format as they are issued on campus in Kuala Lumpur, Malaysia. KUMASI TECHNICAL UNIVERSITY will incur the cost for the printing of materials.
<b>Promotion</b>	KUMASI TECHNICAL UNIVERSITY will secure the promotion of all collaborative degree programs. For all promotional actions, KUMASI TECHNICAL UNIVERSITY <b>will</b> be entitled to make reference to the Lincoln University College, Malaysia partnership, use the Lincoln University College, Malaysia logo, and reproduce appropriate pictures of the Lincoln University College's Malaysian campus with the consent of Lincoln University College, Malaysia.
<b>Guest faculty</b>	If KUMASI TECHNICAL UNIVERSITY requires guest faculty members to teach in Ghana, all the costs will be borne by KUMASI TECHNICAL UNIVERSITY and not by Lincoln University College, Malaysia. Lincoln University College, Malaysia, will send the guest faculty members. Such a request should come to LUC and the collaboration department prior to a minimum of 3 months. The partner shall pay an air ticket, hotel, boarding and lodging, and USD 75 per hour for teaching. LUC will provide support to the online lecturer with USD 25 per hour.
<b>Workshops at LUC Campus</b>	KUMASI TECHNICAL UNIVERSITY will bear all the costs for any workshops at Lincoln University College, Malaysia campus, or study tours to Malaysia and not by Lincoln University College, Malaysia. The students and accompanying faculty/ staff members from KUMASI TECHNICAL UNIVERSITY <b>will</b> have to arrange for their flight ticket, accommodation, and meals.
<b>Initial Training</b>	Staff members will go through "Train the Trainers" program prior to the commencement of the Lincoln University College program online.
<b>Breach of Quality</b>	If there is any breach of quality issues, this agreement will be canceled immediately.
<b>Termination</b>	This agreement will be terminated by either Party in the event of a material breach by the other Party of the terms of this agreement. During the termination process, the KUMASI TECHNICAL UNIVERSITY should take responsibility to complete the course for the students who will be already enrolled. If students are transferred to LUC in Malaysia, the KUMASI TECHNICAL UNIVERSITY should pay fees as per Malaysia tuition fees.
<b>Publication</b>	(a) Doctoral students need to publish two (2) articles in Scopus or Springer in Q2/Q3 journal citation ranking and Quartile scores, and two ( 2 )

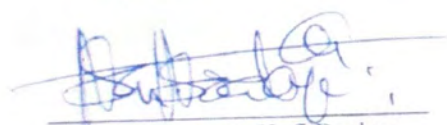
	<p>articles in a peer-reviewed international journal + Two international conference proceedings related to the research work.</p> <p>(b) Masters Degree students need to publish at least (1) article in Scopus indexed journal in a Group (1 article by 4 students). ( All publications should be in the name of Lincoln along with the Malaysian supervisor's name).</p> <p>(c) The curriculum of LUC programmes will be given to KUMASI TECHNICAL UNIVERSITY for free.</p>
<b>Transcript and Certificate</b>	Students will be given a transcript at the end of each semester. Upon completing the course, each student will be awarded a Transcript and Certificate from LUC through the corresponding center.

For and on behalf of Kumasi Technical University

  
 Ing. Prof. Osei-Wusu Achaw  
 Vice Chancellor

Date: 14/05/2021

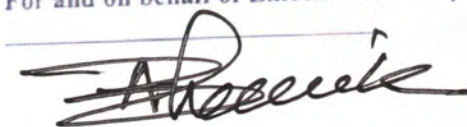
VICE CHANCELLOR  
 KUMASI TECHNICAL  
 UNIVERSITY

  
 Mr. Ebenezer Kofi Boakye  
 Registrar

Date: 14-05-2021

REGISTRAR  
 KUMASI TECHNICAL UNIVERSITY  
 KUMASI-GHANA

For and on behalf of Lincoln University College



Date: 01-06-2021

Prof. Dr. Amiya Bhaumik  
 President  
 Lincoln University College

ELaari  
 Edith Laari  
 African Regional coordinator

Date: 01/06/2021





**COLLABORATIVE PROGRAM AGREEMENT BETWEEN PARTY A AND PARTY B**  
甲乙双方合作课程协议

**PARTY A**

**Lincoln University College, Malaysia**

甲方

马来西亚林肯大学学院

No 12-18 Jalan SS 6/12

SS 6/12, Kelana Jaya,

47301 Petaling Jaya, Selangor,

DarulEhsan, Malaysia

Tel: +603-7806 3478; Fax: +603-7806 3479

Website: [www.lincoln.edu.my](http://www.lincoln.edu.my)

E mail : [collaboration@lincoln.edu.my](mailto:collaboration@lincoln.edu.my)

(Also referred to as LUC or University in the text of the agreement).

马来西亚雪兰莪州八打灵再也

格拉纳再也 SS 6/12 路 12-18 号, 邮编: 47301

电话: +603-7806 3478; 传真: +603-7806 3479

网址: [www.lincoln.edu.my](http://www.lincoln.edu.my)

电子邮件: [collaboration@lincoln.edu.my](mailto:collaboration@lincoln.edu.my)

(本协议中统称为 LUC 或学校)

**PARTY B**

**Guangzhou Hushuo Education Technology Co., Ltd**

乙方

广州虎硕教育科技有限公司

Room 210, 307 West Zhongshan Avenue,

Tianhe District, Guangzhou City,

Guangdong Province, PRC.

Tel: +86 18576616369

E-mail : [469413935@qq.com](mailto:469413935@qq.com)

Website: <https://www.hushuos.com/>

(Also referred to as the Study Center or Collaborative Partner in the text of the agreement).

中国广东省广州市天河区

中山西路 307 号 210 室

电话: +86 18576616369

电子邮件: [469413935@qq.com](mailto:469413935@qq.com)

网址: <https://www.hushuos.com/>

(在本协议中统称为学习中心或合作伙伴)

Both the above parties agree hereto as under:-

上述双方约定如下: 一

1	Programs 课程	<ul style="list-style-type: none"> <li>• Master of Business Administration</li> <li>• 工商管理硕士</li> <li>• Master in Education</li> <li>• 教育硕士</li> <li>• Master in Psychology</li> <li>• 心理学硕士</li> </ul> <p>Awarded by Lincoln University College, Malaysia in collaboration with PARTY B 上述学位由马来西亚林肯大学与乙方合作授予</p>
2	Contract 合同	<p>This non-exclusive agreement is effective from the date of signing and/or stamping, and is valid for a period of three (3) years unless terminated in accordance with the provisions in this MOA (subject to auto renewal every 3 years). The agreement is at will and in event of breach of terms &amp; conditions by either party, this agreement can be canceled by giving a six months notice in writing served at the official address of the other party.</p>

		<p>However cancellation of the agreement can only be initiated after exhausting all avenues for rectification of the breach and reconciliation.</p> <p>本非排他性协议自签署和/或盖章之日起生效，有效期为三 (3) 年且本协议每 3 年自动续签一次，依据谅解备忘录 (MOU) 的规定终止本协议的情况除外。甲乙双方可随意终止本协议，如果任何一方违反本协议条款和条件，可向另一方办公地址寄送六个月书面通知后取消本协议。但是，只有双方用尽所有违约纠正措施和和解途径后，方可取消本协议。</p> <p>It is the legal obligation of both parties to see through the delivery of the program to all students who were enrolled into the program in event of the cancellation of this agreement.</p> <p>如果本协议被取消，依据法律，双方均必须确保为所有登记入学相关课程的学生提供相关课程。</p>
3	<p>Accreditation 资格认证</p>	<p><u>Local accreditations</u> 地方资格认证</p> <p><b>Party B will be responsible to register LUC, Malaysia's program with Ministry of Education in China and other related authorities. If any other registration/approval is required in addition to above mentioned, Party B will be responsible to get such done with the relevant authorities in China relevant to the collaboration between the two parties.</b></p> <p>乙方应负责在中国教育部和其他相关部门登记马来西亚 LUC 课程。如果除上述之外，还需要其他任何登记/审批，乙方应负责在中国有关部门办理双方合作事宜所需审批。</p> <p>All costs incurred for local registration shall be fully borne by <b>Party B and Lincoln University College, Malaysia</b> will be responsible to provide all necessary documentations (including English certified translated copy) for the submission purpose.</p> <p>在当地登记所产生的所有费用应完全由乙方承担，而马来西亚林肯大学则应负责提供登记所需的所有文件（包括英文认证翻译副本）。</p>
4	<p>Application Form for Admission 入学申请表</p>	<p>LUC will provide online application form to Party B for student to fill up for admission . Before filling up the online application form the study center must check all documents ( academic certificates, passport/ citizen cards etc) and put a rubber stamp ( certified true copy ) with a signature and name of the person who has verified . Upon filling up the form , all supporting documents must be uploaded on LLS online.</p> <p>LUC 应为乙方提供网上入学申请表，供学生填写。在填写网上申请表之前，学习中心必须检查所有文件（学历证书、护照/身份证等）并盖上橡皮图章（经核证无误的副本），并由核实人签名。完成申请表填写后，必须将所有证明文件在线上传到 LLS。</p> <p>Party B should take full responsibility of submission of Government recognized diploma and or any qualification. If at any point of time the Diploma and or any qualification is found not to be true by the</p>

		<p>Government then students will not get any transcript and or certificate and or Diploma from LUC even if they have paid fees to LUC and completed the LUC prescribed programs.</p> <p>乙方向政府提供以用于审批的文凭和/或任何资格证书，应由乙方全权负责。如果政府发现文凭和/或任何资格证书作假，则即使学生已经向 LUC 支付学费并完成了 LUC 规定的课程，他们无法获得任何 LUC成绩单和/或证书和/或文凭。</p> <p>LUC will have absolute power to cancel and or withdraw the certificate at any point in time.</p> <p>LUC 享有随时取消和/或撤销证书的绝对权力。</p> <p>If LUC is fined or penalized for recruiting unqualified students due to Party B giving false documents, then Party B will indemnify LUC for this purpose.</p> <p>如果因乙方提供虚假文件，招收不合格学生造成 LUC 被予以罚款或被处以罚金，则乙方必须因此赔偿 LUC。</p>
5	Student Record 学生记录	<p>Collaborative Partners must keep all documents in both soft copy and hard copy files.</p> <p>合作伙伴必须保存所有文件的电子版本和纸质版本。</p> <p>Soft Copy : Partners will be given Lincoln Learning System through which they must upload student academic certificates, attendance, record of transcript, record of academic calender, time table etc as per Lincoln University College requirements</p> <p>电子版本：LUC 将提供合作伙伴林肯学习系统，合作伙伴必须依据林肯大学要求，使用该系统上传学生学业证明、出勤、成绩单、校历记录、时间表等。</p> <p>Hard Copy : LUC will provide a sample file to the Collaborative Partners. The Partner must prepare such file and keep all printed records as individual file. On LUC audit team visit, the Partners should provide such hard copy file for auditing.</p> <p>纸质版本：LUC 将提供合作伙伴一份样本文件。合作伙伴必须依据此等样本文件编制相关文件，并将所有打印记录作为个人文件存档。在 LUC 审计团队视察时，合作伙伴应提供此等纸质版本的文件用于审计。</p> <ul style="list-style-type: none"> <li>i) Any false or irrelevant document if uploaded and;</li> <li>i) 如果上传任何虚假或无关文件；且</li> <li>ii) Any thing which is mandatory isn't uploaded and kept by the center</li> <li>ii) 未上传保存在学习中心且必须上传的任何文件，</li> </ul>

		<p>will be treated as the responsibility of that corresponding center only. Any false documentation will be considered as a serious breach of conditions of this agreement invoking financial and termination consequences.</p> <p>相关学习中心应承担全部责任。任何虚假文件应被视为严重违反本协议条件，违约方应承担财务后果和终止本协议的后果。</p>
6	LLS 林肯学习系统	<p>Party B must upload all items as per LLS. LUC has developed a LLS (Lincoln Learning System). Study Center is required to upload on LLS portal all activities that include lecture notes, power point presentation, question papers, answer sheets, marks etc. A detailed training will be provided to the officials of Party B for execution of LLS.</p> <p>乙方必须将所有项目上传到林肯学习系统（LLS）。LUC开发了林肯学习系统。学习中心必须将所有活动上传到林肯学习系统门户网站。需要上传的活动包括讲义、PPT 课件、试卷、答题卡、分数等。甲方将为乙方提供详细培训，让乙方熟悉林肯学习系统的使用。</p>
7	Student ID Number 学号	<p>Upon filling up the form, student will get an ID number. The study center can print the card in their country and distribute as an ID number and soft copy of ID will be provided to the center by LUC.</p> <p>学生填写申请表时会有一个学号。学习中心可在其所在国家打印并分发带有学号的学生卡。LUC 会将电子版学生卡提供给学习中心。</p>
8	Faculty Members 教职员工	<p>Party B will send list of qualified lecturers (at least PhD) to LUC for verification and approval. Study Center will send detailed CV, certificates, publications etc that are duly certified by the center head to LUC for approval. Faculty salary will be born by Party B.</p> <p>乙方应提供具有相关资格的讲师（至少博士学位）的名单给 LUC 认证审批。学习中心应提供详细的简历、证书、出版文章等给 LUC 审批，此等简历、正式和文章应先由学习中心负责人正式核实。教职员工薪资应由乙方承担。</p>
9	Video Recording of Lectures 课堂视频记录	<p>All courses to be taught by faculty arranged by <b>Party B</b> (under the supervision of Lincoln University College, Malaysia). Random sessions should be video recorded and should be uploaded on the collaborative student portal (access will be provided by LUC to the study center).</p> <p>由乙方（在马来西亚林肯大学监督下）安排教师教授所有课程。应随机采用视频记录课程并上传到合作学生门户网站（应由 LUC 提供学习中心使用）。</p>
10	Mode of Lectures 授课模式	<p><u>Face to Face Lecture:</u></p> <p><u>面对面授课:</u></p> <p>Each module/ course can be completed within a month and there should</p>

		<p>only be one module delivered at a time (module basis). For example, the Study Center will deliver 'Accounting &amp; Finance' in January and 'Economics' in February.</p> <p>各个模块/课程可在一个月内完成，且一次仅能教授一个模块（基于模块）。例如，学习中心应在一月上“会计与金融”，在二月上“经济学”课程。</p> <p><b>Online Lecture:</b></p> <p><u>在线授课:</u></p> <p>Online lectures are allowed given that the Study Center has obtained approval and verification from LUC. According to the time arrangement and student requirements, online lectures can be delivered via livestream or recorded.</p> <p>学习中心经 LUC 批准认证后，可启动在线授课模式。依据时间安排和学生要求，可通过直播课程或录播课行在线授课。</p> <p>The minimum lecture hours for each module is 20 hours. However if the module is delivered via lecture videos (recorded), the lecture hours can be reduced to 13 hours because students may have to pause the video to make notes and go through the reading materials.</p> <p>各模块授课小时至少应为 20 小时。但如果某个模块采用视频教学（录播课），授课时间可减少到 13 小时，因为学生可能必须暂停视频来记笔记并浏览阅读材料。</p>
11	Assignment 作业	<p>If the Study Center choose to provide assignment through LLS (Lincoln Learning System) to the students, LUC must allocate an <b>unique User Name and Password</b> to the Study Center.</p> <p>如果学习中心选择使用林肯学习系统（LLS）给学生布置作业，LUC 必须为学习中心提供一个唯一用户名和密码。</p> <p>However, if the Study Center has developed their own student management platform, they can choose to provide assignment and complete the grading through their own system. The Study Center has to upload all graded materials to LLS for verification and assessment by LUC at all time.</p> <p>但如果学习中心开发了自己的学生管理平台，则可以选择使用自己的系统布置作业并评分。学习中心必须将所有已评分的材料上传到林肯学习系统，方便 LUC 进行验证和评估。</p>
12	PowerPoint Presentation and Lecture Notes PPT 课件和讲义	<p>The study center must upload monthly lecture notes, powerpoint presentation and attendance to LLS (Lincoln Learning system). This is a mandatory requirement under teaching portfolio. This material will be used for audit purposes both external and internal</p> <p>学习中心必须每月将讲义、PPT 课件和出勤率上传到林肯学习系统</p>

		<p>(LLS)。这是教学档案制作的强制性要求。这些资料将被用于内部和外部审计。</p> <p>All materials uploaded by the Study Center are considered intellectual properties of Party B. Party B has the sole right to prohibit other parties (including LUC staffs) from using and/or sharing the materials. However LUC will have a right send these documents for audit compliance both internal and external.</p> <p>学习中心上传的所有资料应被视为乙方的知识产权。乙方享有禁止其他方（包括 LUC 教职员工）使用和/或分享此等资料的唯一权利。但 LUC 应有权将此等文件用于内外审计。</p>
13	Academic calender of every semester 每个学期的校历	<p>The Study Center must publish an academic calender at least one month in advance before starting the module. This academic calender must be uploaded on the LLS before the start of the program. This is a mandatory requirement under teaching portfolio.</p> <p>学习中心必须在开始模块教学之前至少提前一个月公布校历。在开始模块教学之前必须将校历上传到林肯学习系统。这是教学档案制作的强制性要求。</p>
14	Time Table 时间表	<p>The Study Center must publish time table of each subject / lecturer before starting the module. This time table must be maintained at all times. The time Table should be uploaded on the university LLS. This is a mandatory requirement under teaching portfolio.</p> <p>学习中心必须在开始模块教学之前公布各科目/教师的时间表。必须始终维护时间表。时间表必须上传到林肯学习系统。这是教学档案制作的强制性要求。</p>
15	Attendance 出勤率	<p>The Study Center must provide online attendance on a monthly basis.</p> <p>学习中心必须在线提供每月出勤率。</p>
16	Project / Thesis 专题研究/论文	<p>The Study Center must upload each student project / thesis (soft copy) on the LLS for courses wherever relevant. Party B must upload this thesis along with TURNITIN project.</p> <p>学习中心必须将各个学生相关课程的专题研究/论文（电子版）上传到林肯学习系统。乙方必须上传论文和 TURNITIN 专题研究。</p>
17	Final Examination 最终考试	<ol style="list-style-type: none"> <li>1) There should be a double marker system. 1) 应采用双重评分系统。</li> <li>2) There should be external invigilator and external Examiner. 2) 应有外部监考老师和外部主考老师。</li> <li>3) Seating arrangement should be done with adequate frontal and lateral separation between the students. (evidence of photo should be uploaded). 3) 座位安排应保证学生之间前后左右保持足够的间距（应上传照片作为证据）。</li> <li>4) Invigilator CV and appointment letter must be uploaded in LLS. 4) 应在 LLS 上上传监考老师简历和任命函。</li> </ol>



		<p>5) Examination hall should be connected with internet CCTV. This internet CCTV should be linked with LUC for remote verification during the examination.</p> <p>5) 考试应连接到网络中央监控系统。网络中央监考系统应连接到 LUC，以便于在考试期间进行远程检查。</p>
18	Semester Examination 学期考试	<p>The end of the semester final examination will be conducted under the supervision of an External Examiner who should be appointed by the Collaborative Partner. The examination must be conducted in a separate location (other than the building where classes used to be conducted). Cost of conducting examination will be borne by the Collaborative Partner. Examination paper to be dispatched to LUC by the external examiner. All cost related to examination will be borne by the Collaborative Partner.</p> <p>学期结束时的期末考试应由外部主考老师监考。外部监考老师应由合作伙伴任命。考试应在单独的地方举行（授课大楼之外的地点）。考试费用应由合作伙伴承担。外部主考老师应将考卷发送给 LUC。与考试相关的所有费用应由合作伙伴承担。</p>
19	TURNITIN - Plagiarism Prevention TURNITIN-防抄袭	<p>LUC is very strict on Plagiarism as a code of conduct. It is mandatory for all students and Collaborative Partner that all assignments / project report / dissertation and/or thesis should be free from Plagiarism. As such all project report / dissertation and/or thesis should be accompanied with a valid TURNITIN report. Students and or Institutions are allowed to have less than 20% plagiarism. If the TURNITIN report is more than 20% the project report / dissertation and or thesis will be rejected.</p> <p>LUC 严禁抄袭，这是 LUC 的一种行为准则。学生和合作伙伴必须确保所有作业/项目报告/毕业论文和/或学位论文中不得出现抄袭行为。因此，所有项目报告/毕业论文和/或学位论文都应随附有效 TURNITIN 报告。学生和/或院校的抄袭率不得高于 20%。经 TURNITIN 检测，抄袭率超过 20% 的项目报告/毕业论文和/或学位论文将不予接受。</p> <p>If the candidate does not submit TURNITIN report along with the project report / dissertation and/or thesis then it will be charged USD 100 per student for TURNITIN report.</p> <p>如果学生的项目报告/毕业论文和/或学位论文未随附 TURNITIN 检测报告，则每个学生应处以 100 美元的罚款，用于进行 TURNITIN 检测。</p>
20	Continuous Assessments 连续评估	<p>After completing each continuous assessment, corresponding center should upload the marks in their collaborative portal within the stipulated time. Once the mark is entered online, the faculty members will not be able to change the marks at all. If any changes are required, faculty members + center manager should appeal to the university with evidence. A penalty of USD 100 will be charged for each student per correction.</p> <p>学习中心在完成每次连续评估后，应在规定时间内将成绩上传至合作门户网站。教师无法更改完成在线登记的分数。如果需要修改分数，教师 and 中心经理应共同学校提出申请，并出示相关证据。每位学生每次修改成绩需处以 100 美元的罚款。</p>

		<p>All continuous marks should be uploaded within one week after the assessment has been done. No continuous assessment should be uploaded after final examination. Student must pass both in continuous assessment and final examination.</p> <p>所有连续课程的分數应在完成评估后一周之内上传。非连续课程的分數应在最终考试后上传。学生必须通过连续评估和最终考试。</p>
21	<p>Teaching Portfolio/ Profile 教学档案</p>	<p>The Collaborative Partner will be given checklist of Teaching Portfolio. It is a requirement that the Collaborative Partner must maintain such Teaching portfolio for every subject / module and or course for every semester.</p> <p>LUC 将为合作伙伴提供一份教学档案清单。合作伙伴必须填写各学期个科目/模块和/或课程的教学档案。</p> <p>During LUC team visit, the Collaborative Partner must show these teaching profiles to LUC audit team visit. It will be a breach of contract if such Teaching Portfolio is not maintained.</p> <p>LUC 团队视察期间，合作伙伴必须向 LUC 审计团队出示教学档案。未能按要求填写教学档案的行为应被视为违约行为。</p>
22	<p>Data Sheet for Staff and Faculty Members 教职員工数据表</p>	<p>A sample of data sheet will be given to the Collaborative Partner for maintaining the records of all staff and faculty members both in hard copies and soft copies (to upload onto LLS).</p> <p>LUC 将提供合作伙伴一份数据表样本，合作伙伴应保存所有教职員工记录的纸质版本和电子版本，并将电子版本上传到林肯学习系统。</p>
23	<p>Meetings 会议</p>	<p>MEETINGS → Faculty / Department/ Program 会议→院/系/课程</p> <ul style="list-style-type: none"> <li>➤ Members 与会人員</li> <li>➤ Minutes and Reports 会议记录和报告</li> <li>➤ Schedules 日程安排</li> <li>➤ Types of Meetings; 会议类型: <ul style="list-style-type: none"> <li>○ Management 管理层会议</li> <li>○ Curriculum Review 课程评估会议 <ul style="list-style-type: none"> <li>▪ Reports 报告</li> </ul> </li> <li>○ External Examiner 外部主考老师会议 <ul style="list-style-type: none"> <li>▪ Reports 报告</li> </ul> </li> <li>○ Examination 考试会议 <ul style="list-style-type: none"> <li>▪ Faculty / Department/ Program 院/系/课程</li> </ul> </li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>▪ Moderation/ Tabulation/ Vetting</li> <li>▪ 中等/表格/审查</li> <li>▪ Reports</li> <li>▪ 报告</li> <li>○ Disciplinary</li> <li>○ 纪律 <ul style="list-style-type: none"> <li>▪ Staff</li> <li>▪ 教职员工</li> <li>▪ Students</li> <li>▪ 学生</li> </ul> </li> </ul> <p>The above must be maintained in hard copy and also be uploaded onto the LLS . The Collaborative Partner must produce the above during LUC audit team visit failing it will be considered as breach of quality.</p> <p>应保存上述文件的纸质版本，并上传到林肯学习系统。在 LUC 审计团队到访期间，合作伙伴应向 LUC 审计团队出示上述文件。未能遵守该规定，则应被视为违约。</p>
24	Supplementary Examination Fees/ Review of Marks / Review of Paper 补考费/查分/查卷	<p>Supplementary examination Fees/ review fees for appeared paper : USD 75 per subject/module.</p> <p>补考费/查卷费为：每科目/模块 75 美元。</p>
25	Place 授课地点	<p>All places (face to face lectures) of conducting classes must be reported to LUC and should obtain approval before starting recruitment and classes. Particular address along with Google Map and or equivalent location identification should be mentioned in the portal.</p> <p>所有（面对面授课）地点必须上报 LUC ， 且应在开始招生和上课前获得 LUC 批准。门户网站上应说明具体授课地址和谷歌地图和/或使用等效位置识别方式。</p>
26	Length/ Duration 课程时长	<p>Different courses will have different course duration. Please check LUC official website for the latest program duration (<a href="http://www.lincoln.edu.my">www.lincoln.edu.my</a>).</p> <p>课程不同，课程时长也不同。请浏览 LUC 官网，了解最新课程时长（<a href="http://www.lincoln.edu.my">www.lincoln.edu.my</a>）。</p>
27	Quality Assessment Visit 质量评估视察	<p>The Collaborative Partner must establish a Quality Department. Each year there will be one visit for monitoring and quality. USD 500 plus all expenses for supervision trips (that include air fare, hotel and other expenses). However if there is a situation that more than one visit is required by LUC then LUC will bear the cost.</p> <p>合作伙伴必须成立一个质量部门。LUC 每年将进行一次监督和质量评估。视察费为 500 美元加上所有监督差旅费（即，包括机票、酒店和其他费用）。如果 LUC 每年视察次数超过一次，则超出的视察费用应由 LUC 承担。</p>

28	Online Library 网上图书馆	<p><b>The study center</b> is required to pay Lincoln University College, Malaysia yearly Online Library Fees of USD 1,000. This fees are not per student basis. However Party B can charge to the student as library fees which is completely up to Party B.</p> <p>学习中心必须支付马来西亚林肯大学每年网上图书馆使用费 1,000 美元。该笔费用不以每个学生来计算。但是乙方可全权决定是否向学生收取图书馆使用费。</p> <p>The fees will be due every January first week of the year. New partner will pay as per proportionate to the month. If Party B has signed the agreement in May, the library fees for the first year will be charged for June to Dember i.e 6 months = USD 500).</p> <p>图书馆使用费应在每年一月的第一周到期应付。新合作伙伴按照其使用图书馆的月份比例计算。如果乙方在五月签署本协议，则第一年的图书馆使用费应自六月份起开始计算，即，6 个月=500 美元。</p>
29	Disclosure of Agreement 协议披露	<p>Upon the execution of this Agreement, Party B shall furnish to LUC with its relevant incorporation document(s) and license(s) required in order to commence its business and for the purpose of collaboration under this Agreement.</p> <p>签署本协议后，乙方应将相关企业文件和许可证提供给 LUC，以便于开展本协议项下的业务和合作。</p>
30	Discount/ Scholarship 学费减免/奖学金	<p>Discount/Scholarship to students will be at the discretion of the Collaborative Partner. However, this should not have any financial impact on the agreed amount and rate payable per student to Lincoln University College, Malaysia.</p> <p>合作伙伴可决定给予学生学费减免/奖学金。但是，此等减免和奖学金不得对每个学生约定应付给马来西亚林肯大学的学费金额和费用造成任何财务影响。</p>
31	Cost 成本	<p>Lincoln University College, Malaysia is to receive a royalty for each student enrolling in this cooperative program. The royalty must be paid by <b>the Collaborative Partner (Party B)</b> as follows :</p> <p>马来西亚林肯大学将就每个登记就读本次合作课程的学生收取一笔抽成费。合作伙伴（乙方）必须支付的抽成费如下所示：</p> <p>All payment must be net (no deduction of tax or Bank charges) all payment should be done in USD or equivalent in USD (American Dollar) within the stipulated agreed time. Any delay of payment will attract a charge of 12% per annul interest (applied on the total overdue amount) or USD 100 whichever is higher.</p> <p>所有付款必须为净额（不扣除税费或银行手续费）。所有付款应在规定时间内以美元或以美元等值计算的其他货币支付。延迟付款将被处以 12% 年利息（按照总逾期未付净额计算）或 100 美元作为罚款，取上述两个金额中较高者为准。</p>

All royalty payment should be paid as per following

所有抽成费的付款应按照下方规定的方式支付:

- 1) 50% during admission time (due upon issuing admission letter)
- 1) 录取时支付 50% (签发录取通知书时支付);
- 2) 25% after 6 months of running course
- 2) 课程开始 6 个月后支付 25%;
- 3) Remaining 25% before submission of final result.
- 3) 提交最终成绩时支付剩余的 25%。

MBA – USD 2,180 (1-200 students)

MBA —2,180 美元 (1-200 名学生)

MBA – USD 1,950 (201 students and above)

MBA —1,950 美元 (201 名或 201 名以上的学生)

The number of recruited students is the sum by fiscal year (January 1 to December 31), which will be reset to zero by the end of year. For example, if PARTY B has recruited 190 students from June 2021 to December 2021, then it cannot be carried out to January 2022.

招生人数为财政年度 (1 月 1 日至 12 月 31 日) 的招生人数总和。招生人数将在年末归零重置。例如, 如果乙方在 2021 年 6 月至 2021 年 12 月招收了 190 名学生, 这 190 名学生不得计入 2022 年 1 月的招生人数。

Master in Education – USD 2,350

教育硕士—2,350 美元

Master in Psychology – USD 2,500

心理学硕士—2,500 美元

All payment from students will be collected by Party B and will forward the payment to LUC. There shall not be any discrepancies from Party B and if LUC discovers any willful default it shall attract a penalty of 20% per month of the total amount in default.

乙方应负责收取学生学费, 并转账给 LUC。乙方收取的学费不得出现任何差异, 如果 LUC 发现任何故意违约, 将每月按照违约总金额 20% 处以罚款。

In event of non remittance of the collected amount from the students to LUC by the study center (Party B) at the agreed rate such action will be deemed to have committed a breach of the terms herein as agreed whereupon LUC shall be entitled the rights and remedies as set out on the Termination clause.

如果学习中心 (乙方) 未能按照约定金额将收取的学费转账给 LUC, 此等行为应被视为违反本协议中约定的条款, 则 LUC 应享有终止条款中规定的权利和补救措施。

32	<p>Acceptance of Students / Entry Requirements 学生资格/入学要求</p>	<p>Party B (Collaborative Partner/study center) shall be exclusively responsible for the recruitment of students for the approved programme and for the providing of information on prospective approved programme to the Students' in the territorial jurisdiction. Collaborative Partner shall ensure that all such Students possess the relevant entry qualifications for such programmes.</p> <p>乙方（合作伙伴/学习中心）应全权负责审定课程的招生，并向辖区内的学生提供未来审定课程的相关信息。合作伙伴应确保所有学生达到了相关课程的入学资格。</p> <p>To be admitted into LUC Master-level programs, students must have a valid <b>Bachelor Degree</b> from educational institution recognized by LUC. If the student has only a polytechnic diploma (3-years), then Party B has to pay USD 670 per student for transferring the credits to Vivekananda American University (VAU) to get a valid Bachelor Degree in order to be eligible for Malaysian postgraduate programs. For students who require this services, payment will be made upon application for Master programs but the VAU certificate will only be issued after the graduation of Master program.</p> <p>希望报读 LUC 硕士课程的学生必须具备 <b>LUC 承认</b> 的高等院校颁发的学士学位。如果学生仅有（3 年制）专科文凭，则乙方必须按照每个学生 670 美元的标准支付费用，将相关学生的学分转移到维韦卡南达美国大学（VAU）来获得一个有效的学士学位，从而具备就读马来西亚研究生课程的资格。需要上述服务的学生，应在申请硕士课程时支付上述费用，但只有在研究生课程毕业后方可发放 VAU 学士学位证书。</p> <p>LUC will have absolute authority for acceptance, registration, completion requirements as per the rules and regulation determined by LUC</p> <p>LUC 应享有依据 LUC 决定的规章制度规定学生入学、注册、毕业要求的绝对权力。</p>
33	<p>Invoice / Receipt 发票/收据</p>	<p>Party B shall pay the fees to Lincoln University College, Malaysia if and only if official invoices are given. Details such as recipient bank account, invoice number, payment due date, number of students admitted and total amount due should be included in the invoice.</p> <p>乙方应在收到正式发票后支付马来西亚林肯大学相关费用。收款银行账户、发票号、付款到期日、录取的学生人数和应付总金额等详细信息将在发票上体现。</p>
34	<p>Alumni 校友录</p>	<p>The Seate a department which will maintain a good relationship with alumni and their development. A training will be provided by LUC to the the Collaborative Partner to this effect.</p> <p>院系应与校友保持良好的关系。LUC 将为合作伙伴提供一次相关培训。</p>
35	<p>Authorization 授权</p>	<p>Collaborative Partner shall be fully responsible for administering and managing the progress of the students and they shall prepare a comprehensive progress reports on the students and details shall be</p>

		<p>included in the Report to be submitted to LUC.</p> <p>合作伙伴应全权负责管理学生的学业进度，并应编制一份综合学业进度报告，该报告中应包含学生详细的学业进度信息，并提交给 LUC。</p>
36	<p>Cost of Delivery of programs 课程交付费用</p>	<p>All cost related to LUC programs to be delivered by the collaborative partner/study center shall be born by it the Party B . The delivery rules and regulations should be adhered as per syllabus. All delivery costs will be borne by Party B.</p> <p>合作伙伴/学习中心所提供的 LUC 课程相关所有费用应由乙方承担。课程交付规章制度应遵守教学大纲规定。所有课程交付费用应由乙方承担。</p>
37	<p>Implementation Cost 实施成本</p>	<p>Party B shall establish learning centers for the implementation and conducting of the approved programme at their own cost and expenses. All premises and infrastructure such as classrooms, computers, science and media labs and all other required materials, spaces and facilities to enable the proper and efficient delivery of the approved programme. Collaborative Partner shall not be entitled to outsource any part of the Programme whatsoever to any party under any circumstances.</p> <p>乙方应成立学习中心以实施和进行审定的课程，相关费用应由乙方自行承担。确保提供有效恰当教授审定课程的所有场地和基础设施像教室、计算机、科学和多媒体实验室和所有其他的资料、空间、公用设施。合作伙伴在任何情况下均无权外包课程的任何部分给任何第三方。</p>
38	<p>Assessment 评估</p>	<p>The Collaborative Partner shall administer all aspects of the conducting of the assessment in accordance with LUC rules and regulations and as per prescribed syllabus .</p> <p>合作伙伴应依据 LUC 规定和规定的教学大纲管理所有评估的执行。</p>
39	<p>Language 授课语言</p>	<p>The language of instruction can be Mandarin or English.</p> <p>授课语言应为英语或普通话。</p>
40	<p>Targeted Number 规定人数</p>	<p>Each class and or each intake for each program should have a minimum of 30 students.</p> <p>每个课程或每个班级应至少有 30 名学生。</p>
41	<p>Commencement of Course Semester 学期开始</p>	<p>The Study Center will complete the Course / syllabus Application form and submit it to Lincoln University College, Malaysia with all supporting documents and Course / syllabus fees prior to the commencement of course.</p> <p>学习中心应在开始上课之前填写课程/教学大纲申请表并提交给马来西亚林肯大学，并提交所有支持性文件，支付课程/教学大纲费用。</p>
42	<p>Collaborative Partnership Agreement 合作伙伴协议</p>	<p><b>Party B</b> will complete the Collaborative partnership Application form and submit it to Lincoln University College, Malaysia with all supporting documents and Collaborative partnership fees prior to the commencement of course.</p> <p>乙方应在开始上课之前填写合作伙伴申请表并提交给马来西亚林肯大学，并提交所有支持性文件，支付课程/教学大纲费用。</p>

		<p>In any case there is a change of ownership of the center , prior approval from the university has to be obtained . If the ownership is changed without prior approval from the University, a penalty of minimum USD 10000 will be imposed including cancellation of the agreement .</p> <p>如果学习中心所有权发生变更，应获得 LUC 事先批准。如果学习中心的所有权变更未经 LUC 事先批准，则应至少处以 10,000 美元的罚款且本协议终止。</p>
43	Course Material 课堂资料	<p>Lincoln University College, Malaysia will provide the master copy of course semester wise to the <b>study center</b>, where the programs will be delivered, exactly in the same outline and same format as they are issued on campus in Kuala Lumpur, Malaysia. Cost for printing of materials if required will be borne by <b>the study center</b>.</p> <p>马来西亚林肯大学将向学习中心提供本学期课程原版教材。学习中心应采用与马来西亚吉隆坡校区的相同教学大纲和形式上课。如有需要，打印资料的费用将由学习中心承担。</p>
44	Promotion 推广	<p><b>Party B</b> will secure the promotion of the all collaborative degree programs. For all promotional actions <b>it</b> will be entitled to make reference to the Lincoln University College, Malaysia partnership, use the Lincoln University College, Malaysia logo and reproduce appropriate pictures of the Lincoln University College’s Malaysian campus with the consent of Lincoln University College, Malaysia. Promotional materials should be approved by the LUC , Malaysia.</p> <p>乙方应确保推广所有合作学位课程。经马来西亚林肯大学同意，乙方应有权参考马来西亚林肯大学合作伙伴的推广措施，使用马来西亚林肯大学的徽标、复印马来西亚林肯大学校园的图片。推广资料应经马来西亚林肯大学审批。</p>
45	Guest faculty 客座教师	<p>If <b>collaborative partner/study center</b> requires guest faculty members to teach in China, then all the costs for the travel and stay of the faculty will be borne by <b>study center</b>.</p> <p>如果合作伙伴/学习中心需要客座教师在中国授课，则该客座教师的差旅费和在中国逗留所产生的费用应由学习中心承担。</p>
46	Marketing and Promotions 营销宣传	<p>Collaborative Partner shall be responsible for the marketing and promotion of the approved programme in the designated locations in Initial Territory at its own cost and expense. In this regard the study center shall, forthwith upon the execution of this Agreement, institute and supervise a sales and marketing programme for the marketing and promoting of the approved programme and shall ensure that the first inaugural approved cohort of the programme commences within 2 months of the date of signing the MOU.</p> <p>合作伙伴应自行承担费用，负责原辖区指定地点审定课程的营销宣传。学习中心应在签署本协议后，立即实行和监督一份销售营销方案以进行审定课程的营销宣传，且应确保在签署本谅解备忘录（MOU）之日起 2 个月内，开始首批审定的课程。</p>



47	Workshops at LUC Campus LUC 校园研讨会	<p><b>Collaborative partner</b> will bear all the costs for any workshops at Lincoln University College, Malaysia campus or study tours to Malaysia. The students and accompanying faculty/ staff members from <b>the study center</b> will bear all their travel and stay costs unless agreed otherwise between the two parties in writing.</p> <p>如在马来西亚林肯大学进行任何研讨会，合作伙伴应承担此等研讨会以及马来西亚研学之旅的所有费用。学生和学习中心的随行教职员工应承担其自己的差旅费和在马来西亚逗留期间的费用，双方另行书面约定的情况下除外。</p>
48	Initial Training 初步培训	<p>Staff members will go through “Train the Trainers” program prior to the commencement of the Lincoln University College program in China at the cost and consequences of the collaborative partner.</p> <p>林肯大学在中国的课程开始之前，教职员工将接受“培训师培训”项目，相关费用和后果应由合作伙伴承担。</p>
49	Face to Face Lectures 面对面授课	<p>Center may be required to provide documentary evidence that Face to Face lectures are conducted as per syllabus.</p> <p>学习中心必须提供文件证据以证明依据教学大纲进行面对面授课。</p>
50	Warranty 保证	<p>Each Party represents and warrants to the other that it has full legal rights, authority and power to enter into and bind itself by this Agreement and to exercise its rights and perform its obligations hereunder.</p> <p>各方向对方声明并保证，其具有签订本协议的完整法定权力、授权和权利，并将接受本协议之约束，履行其在本协议项下的权利和义务。</p> <p>Each Party further represents and warrants that it has not entered into nor will it hereafter enter into any agreement in conflict with any provision contained in this Agreement.</p> <p>此外，各方还声明并保证，其目前没有、且此后也不会签订任何与本协议任何条款冲突的任何协议。</p>
51	Breach of Quality 质量违约	<p>If there is any breach of quality issues, this agreement will be canceled immediately. Party B shall follow LUC admission guidelines (see article 32) for students recruitment and provide LUC with necessary information relating to classes conducted in Chinese in order for LUC to evaluate the quality of the program. Such information should include but not limited to academic calendar, list of qualified lecturers, lecture notes, powerpoint slides, graded assignments and examination papers, thesis and video recording of lectures. Party B shall operate the programmes in accordance with LUC requirements at all time.</p> <p>如果因质量问题发生任何违约，应立即取消本协议。乙方应按照 LUC 的录取指导方针（请参阅第 32 条）进行招生，并提供 LUC 中文授课的相关课程信息，让 LUC 可以评估课程质量。此等信息应包含但不限于校历、有资历的教师名单、讲义、PPT 课件、已批改的作业和试卷、论文和课程视频记录。乙方应始终依据 LUC 要求授课。</p>

52	Termination 终止	<p>This agreement will be terminated by either Party in the event of a material breach by the other party of the terms of this agreement where in either party :-</p> <p>如任何一方严重违反本协议条款，则另一方可终止本协议。如果任何一方：—</p> <p>Refuses, neglects or otherwise fails to uphold, protect or further the cause and interests of the collaboration hereunder to the detriment of the other Party or do anything which may result in the diminution in the value or reputation of the Parties generally; or</p> <p>拒绝、忽视或以其他方式未能维护、保护或促进本协议项下合作事务和利益，损害到另一方的利益，或做出可能损害双方价值或声誉的任何行为；或</p> <p>(a) willfully howsoever interferes, impedes, obstructs or prevents the smooth running of the operations of the collaboration hereunder (including without limitation refusing or failing to attend meetings or implement the Programmes required for the purposes of the smooth running of the collaboration hereunder); or</p> <p>(a) 以任何方式任意干扰、阻碍、妨碍或阻止本协议项下合作的顺利进行(包括但不限于拒绝或不参加为顺利进行本协议项下合作而要求的会议或实施相关课程)；或</p> <p>(b) neglects, refuses or otherwise howsoever fails to pay to the other Party any monies due to such other Party under the terms of this Agreement; or</p> <p>(b) 忽略、拒绝或以任何其他方式未能根据本协议条款向另一方支付应支付给另一方的任何款项;或</p> <p>(c) becomes bankrupt or is wound-up or has a winding-up petition presented against it or enters into any composition or arrangement with or for the benefit of its creditors or allow judgement against it to remain unsatisfied for a period of twenty one (21) days after service of such notice of process or an encumbrancer lawfully takes possession or a receiver and/or manager is appointed to receive and/or manage the whole or any part of the undertaking, property or assets of the Defaulting Party including the Defaulting Party's interest in the collaboration hereunder.</p> <p>(c) 破产或停业结算、或发生针对该方的停业结算申请、或出于其债权人的利益达成任何和解或做出任何安排、在送达诉讼判决通知后的二十一(21)天内无法满足此等判决条件、负担权益人合法占有或被指定一名接管人和/或管理人管理违约方的全部或任何部分的企业、财产或资产，包括违约方在本协议项下合作中的权益。</p>
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		<p>During the termination process, both Parties shall take responsibility to complete the course for the students who are already enrolled . If students are transferred to LUC in Malaysia , the Party B shall pay fees as per Malaysia tuition fees relevant at the time of such transfer.</p> <p>终止本协议的过程中，双方应负责完成已经入学的学生的课程。如果学生转学到马来西亚 LUC，乙方应在学生转学时支付马来西亚学费。</p>
53	<p>Liability for Breach of Contract 合同违约责任</p>	<p>After signing this contract, both parties shall perform strictly in accordance with the contract. Either party shall not modify, suspend or terminate the performance of the contract or seriously breach the contract without written notice from the other party. Otherwise, the other party has the right to terminate the contract and request the other party to compensate 30% of the total contract amount for breach of contract. If the liquidated damages are not enough to make up for the losses, all losses shall be compensated.</p> <p>签订本协议后，双方应严格按照本协议执行。未经另一方书面同意，任何一方不得修改、暂停或终止履行本协议或严重违反本协议。此外，如果任何一方严重违反本协议，另一方有权终止本协议并要求违反本协议的一方赔偿协议总金额的 30% 作为违约金。如果此等违约金不足以弥补相关损失，则应赔偿所有损失。</p> <p>Unless a force majeure event occurs (referring to an objective event that cannot be foreseen, overcome or avoided and has a significant impact on one party, such events including but not limited to natural disasters such as floods, earthquakes, fires and storms, and social events such as wars, turmoil, government actions and etc.). If any party to this contract causes losses to the other party due to its breach of contract, it shall be liable for compensation. The losing party reserves the right to recourse against the breaching party for compensation.</p> <p>除非发生不可抗力事件（指无法预见、克服或避免并对一方有严重影响的客观事件，包括但不限于像洪水、地震、火灾和风暴这类自然灾害以及战争、动乱和政府行为等社会事件）。如果本协议任何一方因违约而对另一方造成损失，则违约的一方应负责赔偿。遭受损失的一方保留对违约方的追偿赔偿权。</p> <p>Losses or all losses referred to in this contract are including but not limited to direct losses, indirect losses, travel expenses, investigation fees, attorney fees, etc.</p> <p>本协议中的损失或所有损失包括但不限于直接损失、间接损失、差旅费、调查费、律师费等。</p>
54	<p>Dispute Settlement 争议解决</p>	<p>Both parties have agreed that in the event of any dispute that may arise from interpretation or implementation of this contract, the parties should resolve the dispute amicably by negotiations between the Parties.</p> <p>双方同意，如果对本协议的解释或实施产生任何争议，双方应通过双方之间的友好协商解决。</p>

		<p>This contract and any matters involved in this contract shall be governed by the law of England . Any dispute goes to arbitration at the Beijing Arbitration Commission (BAC) which shall be conducted in accordance with the BAC's arbitration rules in effect at the time of applying for arbitration.</p> <p>本协议和本协议项下任何事务应受英格兰法律之管辖。 任何争议应提交北京仲裁委员会（BAC），由北京仲裁委员会依据当时有效且适用于相关仲裁的仲裁规定仲裁解决。</p>
55	Publication 出版物	<p>Masters degree students need to publish at least one (1) article in Scopus indexed journal either at Q2 or Q3. 4 students may share an article. All publication should be in the name of Lincoln along with Malaysian supervisor name</p> <p>硕士学位的学生需要在第二个四分位数第三个四分位数在斯高帕斯数据库索引的期刊上至少发表一（1）篇文章。可4名学生联名发表一篇文章。所有出版物应署名林肯大学和马来西亚导师的名字。</p>
56	Transcript and Certificate 成绩单和证书	<p>All awards and transcripts shall be provided by Lincoln University College, Malaysia whereas all postage will be paid by Party B.</p> <p>马来西亚林肯大学将提供所有成绩单和学位证书，但所有邮资应由乙方支付。</p>
57	Recognition 认可	<p>Party B understand and will get an undertaking letter from students on the following :</p> <p>乙方了解并将从学生处就下方事项获得一份保证书：</p> <ol style="list-style-type: none"> <li>1) Students who will graduate from LUC in China without Malaysian student visa will not be authenticated by the China Government.</li> <li>1) 在中国学习中心毕业，没有马来西亚学生签证的 LUC 学生，其学历将无法得到中国政府的承认。</li> <li>2) Students who will graduate from LUC in China without Malaysian student visa , will not be able to progress higher academic career ( for example student has obtained LUC MBA in China without Malaysian student visa then student cannot apply to any Malaysian Universities for Ph.D to obtain student visa and continue for higher degree ) and or obtain for Malaysian student visa for further studies.</li> <li>3) 在中国学习中心毕业，没有马来西亚学生签证的 LUC 学生将无法获得更高的学历（例如，在中国学习中心毕业，没有马来西亚学生签证的 LUC 学生无法申请任何马来西亚大学的博士学位，获得学生签证并继续学习以获得更高学历）和/或获得继续深造所需的马来西亚学生签证。</li> </ol>
58	LUC Bank Information LUC 银行信息	<p><b>Bank Name: HSBC AMANAH MALAYSIA BERHAD</b>  <b>银行名称: HSBC AMANAH MALAYSIA BERHAD</b></p> <p><b>Bank Address: 55, 57 &amp; 59, Jalan SS 21/27, Damansara Utama, 47400 Petaling Jaya, Selangor, Malaysia.</b>  <b>银行地址: 55, 57 &amp; 59, Jalan SS 21/27, Damansara Utama, 47400 Petaling Jaya, Selangor, Malaysia</b></p>

		<p><b>Account Name: Lincoln Higher Learning Sdn Bhd</b>  <b>账户名称: Lincoln Higher Learning Sdn Bhd</b></p> <p><b>Swift Code: HMABMYKL</b>  <b>银行代码: HMABMYKL</b></p> <p><u>Method 1:</u>  <u>方法 1:</u>  Even though the Party B will be invoiced in Malaysian Ringgit (MYR), payments made from China have to be settled in American Dollar (USD) because Malaysian banks do not accept Malaysian Ringgit from China bank accounts. For USD payment, please use the following account:  即使乙方收到的发票以马来西亚林吉特 (MYR) 为货币单位, 乙方在中国的付款还是应按照美元 (USD) 结算, 因为马来西亚银行不接受中国银行账户汇来的林吉特。如需美元支付, 请使用下方账户:</p> <p><b>Account Number: 016-103715-701 (USD)</b>  <b>账号: 016-103715-701 (美元)</b></p> <p><u>Method 2:</u>  <u>方法 2:</u>  However if Party B is paying from a Malaysian bank account (whether it be a personal or company account that pays on behalf of Party B in Malaysia), then the payments have to be made in Malaysian Ringgit (MYR). In that case please use the following account number for MYR payment:  但是如果乙方从马来西亚银行账户付款 (无论是代表乙方付款的马来西亚个人或公司账户), 则必须用林吉特 (MYR) 付款。在这种情况下, 请使用下方账户:</p> <p><b>Account Number: 016-103715-021 (MYR)</b>  <b>账号: 016-103715-021 (林吉特)</b></p>
59	Language and Translation 语言和翻译	<p>This contract is made in English by Lincoln University College, Malaysia. Party B shall be responsible, at its own cost, for translating this contract into Simplified Chinese by a licensed translation company and get it notarized by a notary public in China. If there is any discrepancy between English and Chinese versions, the English version shall prevail.</p> <p>本协议由马来西亚林肯学院用英语编制。乙方应自行承担费用, 在一家持证翻译公司将本协议翻译成中文, 然后在中国公证处公证。如果本协议的中文版本和英文版本出现任何差异, 应以英文版本为准。</p>

Signed on the \_\_\_\_\_ day of June, 2021 by and on behalf of:

签字日期: 2021 年 月 日, 双方签字人如下:

**Party A :**  
甲方:

**Party B :**  
乙方:

*Amiya Bhaumik*

Name : Prof. Dr. Amiya Bhaumik  
姓名 : Amiya Bhaumik 博士, 教授

Position : President  
职位 : 校长

Lincoln University College, Malaysia  
马来西亚林肯大学学院



In the presence of the following witnesses:  
见证人签名:

*Billiam*

Name :  
姓名 :

*03011*  
Name :  
姓名 :

Position :  
职位 :

Guangzhou Hushuo Education Technology  
Co., Ltd  
广州虎硕教育科技有限公司

In the presence of the following witnesses:  
见证人签名:

Name :  
姓名 :

1. 本协议自签署之日起六个月后生效。

2. 任何一方均有权终止本协议，但需以书面形式通过外交途径通知另一方。协议的终止不影响已经入学学生的权利。

以下签署人由各自政府授权签署本协议。

本协议于二零一一年四月二十八日在吉隆坡签订，用中文和英文、马来文三种文字写成，三种文字具有同等效力。在对文本的解释发生分歧时，应以英文文本为准。

中华人民共和国政府代表 马来西亚政府代表

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
AND  
THE GOVERNMENT OF MALAYSIA  
ON  
FRAMEWORK AGREEMENT TO FACILITATE MUTUAL RECOGNITION IN  
ACADEMIC HIGHER EDUCATION QUALIFICATIONS**

**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA** as represented by the Ministry of Education ("China") **AND THE GOVERNMENT OF MALAYSIA** as represented by the Ministry of Higher Education ("Malaysia") (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

**RECOGNISING** the benefit of establishing mechanisms to facilitate mutual recognition of academic higher education qualifications in order to promote cooperation in higher education and to facilitate students' mobility between both countries;

**REAFFIRMING** the Parties commitments made under the Memorandum of Understanding between the Government of the People's Republic of China and the Government of Malaysia on Cooperation in the Field of Higher Education, signed at Putrajaya, Kuala Lumpur, Malaysia on 11 November 2009 to study the possibilities for mutual recognition of academic qualifications;

**HAVE AGREED** as follows:

**ARTICLE I  
OBJECTIVE**

The Parties, subject to the terms of this Agreement and the laws, rules, regulations and national policies from time to time in force in each country, agree that the primary objective of this Agreement is to facilitate mutual recognition of academic higher education qualifications awarded to students in China and in Malaysia by their respective higher educational awarding institutions.

**ARTICLE II**

**DEFINITION**

In this Agreement, unless the context otherwise requires:

(a) "Academic higher education qualifications" means a bachelor degree, a Master degree or a PhD

degree awarded by any higher education institutions recognized and authorized by the Government of the People's Republic of China and the Government of Malaysia;

(b) "Accredited Programmes" means programmes that are quality assured by the designated bodies responsible for quality assurance of higher education in China and Malaysia, respectively;

(c) "Comparability of qualifications" refers to the formal acceptance of mutual equivalency of qualifications accredited or deemed to be accredited by the designated bodies in China and Malaysia;

(d) "Designated Bodies" means any equivalent designated bodies that is recognized and authorized by the Government of the People's Republic of China and the Government of Malaysia;

(e) "Higher Education Awarding Institutions" means a public or private higher education institution recognized and authorized by the Government of the People's Republic of China and the Government of Malaysia; 'except the academic higher education qualifications from the third countries already recognized by each country';

(f) "Programmes" means the arrangement of a course of study leading to the award of a higher education qualification upon the successful completion thereof;

(g) "Public Higher Education Institutions" means:

**China:**

A University, or a University College, or a Tertiary College, or a Research Institution and other Higher Education Institutions which are recognized and authorized with degree awarding power by the Government of the People's Republic of China;

**Malaysia:**

Any higher education institutions authorized or established under any written law by the Government of Malaysia to award higher education degrees.

(h) "Private Higher Education Institutions" means any institution as defined under the Private Higher Education Institutions Act 1996 [Act 555] in Malaysia.

### ARTICLE III OBLIGATIONS OF THE PARTIES

- I. To achieve the objective referred to in Article I, the Designated Bodies of both Parties shall:
- (a) provide information on recognition of academic higher education qualifications in each country;
  - (b) make recommendations on recognition of academic higher education qualifications in each country in accordance with their current regulations and practices;
  - (c) advise higher education institutions in their respective countries on the provision of higher education and the comparability of qualifications from both systems with the aim of facilitating academic mobility and co-operation;
  - (d) make publicly available the information on currently recognized higher education institutions in their respective countries;
  - (e) provide lists of currently accredited programmes from recognized higher education in their respective countries' institutions with degree-awarding powers for Bachelor, Master and Doctoral Degree. This information shall be maintained and updated regularly by each Parties' designated bodies; and
  - (f) notify each other of any changes to the list of recognized higher education institutions and awarding bodies, and provide information on different award titles in their respective countries.

### ARTICLE IV SCOPE AND APPLICATION

This Agreement shall apply to academic higher education qualifications recognized by the Government of the People's Republic of China and the Government of Malaysia.



**ARTICLE V**  
**AUTONOMY OF HIGHER EDUCATION INSTITUTIONS**

Both Parties respect the autonomy of higher education institutions for admission to higher education programmes in accordance with the laws, rules, regulations and national policies from time to time in force in each respective country.

**ARTICLE VI**  
**REQUIREMENTS FOR ADMISSION TO THE HIGHER EDUCATION INSTITUTIONS**

1. Subject to the specific requirements of the admitting institutions and availability of place, including the manner in which their programmes are organised, the following entry qualification should be considered eligible for admission to higher education institutions:

**In China:**

- (a) Holders of Higher School Certificates (Matriculation, Foundation, A-Level, Malaysian Higher School Certificate, or its equivalent) and Diploma from recognized Malaysia's awarding bodies to enter into programmes leading to Bachelor's Degree in China;
- (b) Holders of Bachelor degrees from accredited programmes from recognized higher education institutions in Malaysia may be considered for admission to studies leading to a Masters degree programme in China;
- (c) Holders of Bachelor degrees from accredited programmes from recognized higher education institutions in Malaysia who have achieved outstanding results and completed excellent research work/dissertations may be considered for admission to further studies leading to doctoral degrees;
- (d) Holders of Master degrees from accredited programmes from recognized higher education institutions in Malaysia to enter Doctoral programmes in relevant subjects in China subject to the relevance of previous studies and the proposed research; and

**In Malaysia**

- (a) Students with High School Diploma or Certificate of Secondary Vocational Education from recognized awarding bodies in China to enter into programmes leading to Bachelor Degrees in Malaysia;
  - (b) Holders of Higher Diploma from accredited programme from recognized higher education institutions in China to enter into programmes leading to Bachelor Degrees in Malaysia;
  - (c) Holders of Bachelor Degree from accredited programme from recognized higher education institutions in China to pursue Master Degree programme in Malaysia;
  - (d) Holders of Bachelor Degree from accredited programme from recognized higher education institutions in China who have achieved outstanding results and completed excellent research work/dissertations may be considered for admission to further studies leading to doctoral degree;
  - (e) Holders of Master Degree from accredited programme from recognized higher education institutions in China to pursue doctoral studies in Malaysia subject to the relevance of previous studies and the proposed research; and
2. Higher education institutions in each country retain the right to determine the grades and examination results required for all courses of study according to their own regulations.

**ARTICLE VII**  
**EXPERT COMMITTEE**

- 1. The Parties shall establish an Expert Committee consisting of members from awarding bodies nominated by each country. A Party shall notify the other party of the names of their members of the Expert Committee and any changes thereto.
- 2. The Expert Committee shall be co-chaired by a Senior Official of the Ministry of Education, China, on behalf of the Government of China, and by a Senior Official of the Ministry of Higher Education of Malaysia, on behalf of the Government of Malaysia.

3. The functions of the Expert Committee shall be as follows:

(a) to follow-up on all issues arising from this Agreement including to conduct further discussions on details as appropriate; and

(b) to monitor and facilitate the co-operation between the designated bodies and other relevant organisations to ensure the continuing development of recognition mechanisms of academic higher education qualifications between China and Malaysia; and

(c) to exchange information that is deemed relevant to the continuing development of the recognition mechanisms of academic higher education qualifications between China and Malaysia through periodic review; and

(d) to review the progress of the implementation of this Agreement, of all understandings concluded and agreed upon between China and Malaysia within the framework of this Agreement and to make recommendation accordingly to their respective Ministry responsible for higher education.

4. The Expert Committee may arrange for meetings and/or discussions as necessary and appropriate, in accordance with any working programmes which may be agreed upon by both Parties.

#### **ARTICLE VIII FINANCIAL ARRANGEMENTS**

1. The financial arrangements to cover expenses in implementing the objective of this Agreement shall be mutually agreed upon by the respective Parties on a case-by-case basis subject to the availability of funds.

2. Notwithstanding Clause 1 above, expenses for organising any meetings or working groups shall be borne by the Party hosting the meetings or working groups. The Party which is sending its representatives for participation in meetings or working groups, shall bear their own travel living expenses and any other expenses incurred.

#### **ARTICLE IX 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 Agreement which suspension shall take effect immediately after written notification has been given to the other Party through diplomatic channels.

#### **ARTICLE X CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Agreement or any other agreement made pursuant to this Agreement.

2. Both Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding termination of this Agreement.

#### **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 Agreement.

2. Any revision, modification or amendment shall be mutually agreed upon by the Parties and shall be reduced into writing and shall form part of this Agreement.

3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.

4. Any revision, modification or amendment shall be without prejudice to the rights and obligations arising from or based on this Agreement before or up 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 Agreement shall 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 AND TERMINATION**

1. This Agreement shall enter into force six (6) months after the date of signing of this Agreement.
2. Notwithstanding Clause 1 above, either Party may terminate this Agreement by notifying the other Party of its intention to terminate this Agreement by a notice in writing through diplomatic channels. The termination of this Agreement shall not prejudice the students who are enrolled at the time of the said termination.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

**DONE** at Kuala Lumpur, Malaysia on the 28th of April 2011, in three original copies in Chinese, Malay and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**

**FOR THE GOVERNMENT OF MALAYSIA**

### **List of Degree Granting Institutions in Malaysia**

#### **Public Universities**

- 1 Universiti Islam Antarabangsa Malaysia
- 2 Universiti Kebangsaan Malaysia
- 3 Universiti Malaya
- 4 Universiti Malaysia Kelantan
- 5 Universiti Malaysia Pahang
- 6 Universiti Malaysia Perlis
- 7 Universiti Malaysia Sabah
- 8 Universiti Malaysia Sarawak
- 9 Universiti Malaysia Terengganu
- 10 Universiti Pendidikan Sultan Idris
- 11 Universiti Pertahanan Nasional Malaysia
- 12 Universiti Putra Malaysia
- 13 Universiti Sains Islam Malaysia
- 14 Universiti Sains Malaysia
- 15 Universiti Sultan Zainal Abidin
- 16 Universiti Teknikal Malaysia Melaka

- 17 Universiti Teknologi Malaysia
- 18 Universiti Teknologi MARA
- 19 Universiti Tun Hussein Onn Malaysia
- 20 Universiti Utara Malaysia

#### **Private Universities**

- 21 AIMST University
- 22 Al-Bukhary International University
- 23 Al-Madinah International University
- 24 Asia Metropolitan University
- 25 Asia Pacific University of Technology and Innovation
- 26 Binary University of Management and Entrepreneurship
- 27 HELP University
- 28 Infrastructure University Kuala Lumpur
- 29 International Centre for Education in Islamic Finance
- 30 International Medical University
- 31 INTI International University
- 32 International University of Malaya-Wales
- 33 Limkokwing University of Creative Technology
- 34 Malaysian Institute for Supply Chain Innovation
- 35 Malaysia University of Science and Technology
- 36 Management and Science University
- 37 Manipal International University
- 38 Multimedia University
- 39 Nilai University
- 40 Perdana University
- 41 Putra Business School
- 42 Quest International University Perak
- 43 Raffles University Iskandar
- 44 SEGI University
- 45 Sunway University
- 46 Taylor's University
- 47 UCSI University
- 48 UNITAR International University
- 49 Universiti Kuala Lumpur
- 50 Universiti Selangor
- 51 Universiti Teknologi Petronas
- 52 Universiti Tenaga Nasional
- 53 Universiti Tun Abdul Razak
- 54 Universiti Tunku Abdul Rahman

#### **University Colleges**

- 55 Allianz University College of Medical Sciences
- 56 BERJAYA University College of Hospitality
- 57 City University College of Science and Technology
- 58 Cyberjaya University College of Medical Sciences
- 59 INSANIAH University College
- 60 International Islamic University College Selangor
- 61 International University College of Arts and Science
- 62 International University College of Technology Twintech
- 63 KDU University College
- 64 KPJ Healthcare University College ✱

- 65.Kuala Lumpur Metropolitan University College
- 66.Lincoln University College
- 67.Linton University College
- 68.MAHSA University
- 69.Southern University College
- 70.TATI University College
- 71.University College Bestari
- 72.University College Of Islamic Malacca
- 73.University College Shahputra
- 74.Vinayaka Mission International University College

**Other Degree Granting Institutions**

- 75.Akademi Seni Budaya Dan Warisan Kebangsaan
- 76.Institut Pendidikan Guru

# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NEPAL DEVELOPMENT INITIATIVE (NEDI)



&

LINCOLN UNIVERSITY COLLEGE, MALAYSIA



*ISO 9001:2015 Certified*

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MOU') is entered into on 04-10-2021 by and between

**LINCOLN UNIVERSITY COLLEGE, MALAYSIA** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors in office, administrators and assigns). Address: Wisma Lincoln, No. 12-18, Jalan SS 6/12, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia.

AND

**NEPAL DEVELOPMENT INITIATIVE, NEPAL** (herein after referred as 'Second Party', the organization which expression, unless excluded by or repugnant to the subject or context shall include its successors in office, administrators and assigns). Address: SOS Marg, Koteshwor, Kathmandu, Nepal.

(First Party and Second Party are herein after jointly referred to as 'Parties' and individually as 'Party')

### WHEREAS:

A. First Party is a Higher Educational Institution named:

#### I. LINCOLN UNIVERSITY COLLEGE, MALAYSIA

B. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities towards SDG implementation activities and knowledge exchange that leads to a better life in our society through Social Entrepreneurship programs.

C. The Parties intent to cooperate and focus their efforts on cooperation within area of poverty eradication and corporate social responsibility (CSR) programs through the implementation of UN SGGs.

D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing the mutual interests.

E. **NEPAL DEVELOPMENT INITIATIVE, NEPAL**, the Second Party was founded as a not-for-profit making and non-political-non-governmental and a social development organization (SDO) in 2003. As a Civil Society Organization (CSO), NEDI is strongly believed and applying mutual partnership and good coordination with government institutions, development partners and all concern stakeholders including private sector.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISESE SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

### 1.0 COOPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the



*[Handwritten signature]*

*[Handwritten signature]*



Institution and its related wings. The Parties shall keep each other informed of potential areas where supports are truly needed and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable VOCATIONAL SKILLS and entrepreneurship training that leads to self-reliant, keeping in mind the needs of the industry.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## 2.0 SCOPE OF THE MOU

- 2.1 The organizational level of this MOU will be between NEDI and LUC for engaging with Nepal SDGs Forum and campaigns in both countries on capacity building, awareness raising, knowledge sharing on SDGs and 2030 agendas.
- 2.2 Both Parties will be co-organizer or participant of events or activities of interest, especially, those that have something to do with the UN SDGs.
- 2.3 Both Parties will be co-organizer or participant of events or activities of interest and exchange knowledge that leads to a better life in our society through Social Entrepreneurship programs.
- 2.4 Research Volunteers: Organize research programs academic and non-academic by LUC and NEDI on different thematic areas.
- 2.5 Event Volunteers: Event Volunteer will support to promote events, technical inputs, event host and the necessary support.
- 2.6 Student Volunteers: Both Parties can arrange the student exchange, volunteering in between Nepal and Malaysia and engage in different community activities as well as social work activities.
- 2.7 Short academic and non-academic course. Both Parties will be engaged to prepare short and long term academic courses related to SDGs and Social Entrepreneurship and promote globally.
- 2.8 Both Parties agreed to share and use the logos of both parties as necessary during events and programs.
- 2.9 The MOU will voluntarily apply for both Parties and will be renewed each year by improving and agreeing terms and conditions as necessary.
- 2.10 This MOU will not indicate any financial obligation however both parties can prepare the Terms of References and agreement paper based on a particular event/activity/program.
- 2.11 **Certification:** In the case of short academic and non-academic courses, upon the completion of the course, First party in affiliation with Second party will issue certificate to the beneficiaries. This certificate will serve as evidence of completion of the specified program.
- 2.12 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the program on the terms specified herein.



*Signature*

*Signature*





### 3.0 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

### 4.0 VALIDITY

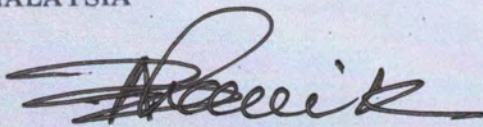
4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period the Second Party as the case maybe, will take effective steps for implementation of this MOU. Any act on the part of the Parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

### 5.0 RELATIONSHIP BETWEEN THE PARTIES

5.1 Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

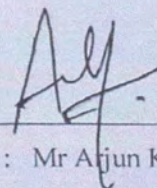
Agreed and Accepted by  
LINCOLN UNIVERSITY COLLEGE,  
MALAYSIA



Name : Prof. Dr. Amiya Bhaumik  
Designation : President  
Date : 08/10/2021



Agreed and Accepted by  
NEPAL DEVELOPMENT INITIATIVE,  
NEPAL



Name : Mr Arjun Kumar Bhattarai  
Designation : National Coordinator  
Date : 04/10/2021





## **PERJANJIAN PERSEFAHAMAN**

**ANTARA**

**ASIA PACIFIC HIGHER LEARNING SDN BHD**

(Company No.: 512207-D)

Owner and license holder of

**LINCOLN UNIVERSITY COLLEGE**

(LINCOLN)

**DAN**

**AMIPRO SDN BHD**

**(Company No. 1166264-V)**

Level 3, Bangunan Inkubator Inovasi Universiti (I<sup>2</sup>U), Sains@USM,  
Lebuh Bukit Jambul, 11900 Bayan Lepas, Pulau Pinang, Malaysia

**KOLEJ UNIVERSITI LINCOLN** atas nama Asia Pacific Higher Learning Sdn. Bhd (APHL-SB). (Co. No. 512207-D) dan berdaftar dengan Kementerian Pengajian Tinggi dengan nombor pendaftaran (DKU 016 (B) yang dimiliki sepenuhnya oleh Asia Pacific Higher Learning Sdn. Bhd. sebuah syarikat yang ditubuhkan di Malaysia di bawah Akta Syarikat 2016 [Akta 777] yang beralamat di Wisma Lincoln, No. 12-18, Jalan SS6/12, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan (selepas ini disebut sebagai “Kolej Universiti Lincoln /APHL-SB”) di satu pihak yang lain.

## **DENGAN**

**AMIPRO SDN BHD (Nombor pendaftaran :1166264-V)** sebuah syarikat farmaseutikal herba dan kosmetik berteknologi tinggi di alamat di Level 3, Bangunan Inkubator Inovasi Universiti (I<sup>2</sup>U), Sains@USM, Lebuh Bukit Jambul, 11900 Bayan Lepas, Pulau Pinang, Malaysia (selepas ini dirujuk sebagai "AMIPRO"), di satu pihak yang lain.

KOLEJ UNIVERSITI LINCOLN dan AMIPRO SDN BHD boleh disebut secara individu sebagai “Pihak” dan secara kolektif sebagai “Pihak-Pihak”.

## **BAHAWASANYA: -**

- A. KUL merupakan sebuah universiti swasta di Malaysia yang sentiasa berusaha meningkatkan dan menguatkan program pembelajarannya dan telah mengambil banyak inisiatif dalam melengkapkan kecemerlangan pendidikannya. Dengan kemudahan penyelidikan dan pembelajaran, pengalaman, dan kumpulan pakar pelbagai bidang di kalangan kakitangannya, KUL telah melaksanakan banyak kerjasama kolaboratif dengan pelbagai pihak dalam usahanya untuk meningkatkan pengisian penyelidikan dan mengukuhkan jaringan industrinya.
- B. AMIPRO adalah sebuah syarikat farmaseutikal herba dan kosmetik berteknologi tinggi. Pihak KUL akan menghantar pelajar untuk tujuan melakukan latihan di kilang selama tempoh yang dipersetujui oleh kedua belah pihak kepada AMIPRO.
  - i. Menawarkan juga kemudahan Latihan, Fasiliti dan Pengiklanan yang dipersetujui bersama oleh kedua-dua pihak.

C. Berikutan perbincangan antara KUL dan AMIPRO, Pihak-Pihak berhasrat untuk mewujudkan kerjasama dan meneroka peluang untuk membangun, menyokong dan memperkaya pembangunan penyelidikan dan pendidikan tinggi dalam bidang-bidang yang akan memberi manfaat kepada Pihak-Pihak, dan bersetuju bahawa kerjasama dan usahasama ini akan memberi peluang dan manfaat kepada Pihak-Pihak.

D. Memorandum ini menyediakan kerangka dan niat umum Pihak-Pihak bagi membentuk suatu kerjasama ke arah penyediaan perjanjian yang muktamad.

ADALAH DENGAN INI difahami seperti berikut:

## 1. **OBJEKTIF MEMORANDUM**

1.1 KUL dan AMIPRO akan berusaha untuk membantu dan menyokong satu sama lain dalam kerjasama ini untuk projek-projek yang saling memberi manfaat kepada Pihak-Pihak, antara lain: -

a. KUL akan bekerjasama dengan AMIPRO dalam penggunaan dan akses kemudahan dan sumber AMIPRO yang ada untuk pengalaman klinikal, latihan praktikal untuk pelajar KUL di bidang perubatan, pergigian, farmasi, kejururawatan, fisioterapi, pembantu hospital, biomedikal dan bioteknologi;

b. Pertukaran dan perkongsian maklumat dalam bidang Konsultasi dan Perundingan berkaitan sains kesihatan dan perubatan;

c. Menjalinkan kerjasama di bidang latihan, penyelidikan dan inovasi berkaitan pengeluaran ubat-ubatan dan perubatan yang berkaitan serta dipatenkan secara bersama;

e. Menawarkan pelbagai kursus dan program akademik dan profesional di bidang yang diceburi di kenal pasti untuk pembangunan kapasiti yang memberi manfaat dan mempunyai nilai komersial;

f. Menjalinkan kerjasama dalam bidang penerbitan dan dokumentasi serta menganjurkan seminar dan bengkel di peringkat tempatan dan antarabangsa;

g. Menubuhkan strategi untuk pertukaran akademik dan kepakaran antara kedua-dua pihak. Berdasarkan komunikasi dan persefahaman bersama dari pihak KUL atau AMIPRO akan menaja dan menyediakan tenaga pengajar untuk pelaksanaan program yang dipersetujui bersama.

1.2 Bagi mencapai objektif Memorandum ini, Pihak-Pihak akan berusaha atas dasar kepentingan bersama iaitu pada lingkungan undang-undang, perlembagaan, peraturan-peraturan dan/atau dasar masing-masing.

1.3 Memorandum ini hendaklah menjadi asas persetujuan bagi Pihak-Pihak untuk mengkaji kemungkinan mengadakan kerjasama sehingga satu perjanjian dimeterai oleh Pihak-Pihak atas terma dan syarat-syarat yang dipersetujui bersama.

## **2. KERAHSIAAN**

2.1 Tiada Pihak dibenarkan menerbit atau, menzahirkan pada bila-bila masa kepada mana-mana pihak ketiga, isi kandungan Memorandum ini atau apa-apa Maklumat Sulit Pihak lain yang diperolehi hasil kerjasama dari Memorandum ini, tanpa kebenaran bertulis daripada Pihak yang satu lagi

2.2 Bagi tujuan Memorandum ini, "Maklumat Sulit" ertinya mana-mana dan semua maklumat teknikal dan bukan teknikal termasuk paten, hak cipta, rahsia perdagangan, pengetahuan dan maklumat keempunyaan, teknik, lakaran, lukisan, gambar rajah, kaedah, proses, radas, kelengkapan, algoritma, program perisian, dokumen sumber perisian, dan formula yang berkaitan dengan teknologi atau ciptaan, dan termasuk tanpa had, maklumat masing-masing mengenai penyelidikan, kerja-kerja uji kaji, pembangunan perincian reka bentuk dan spesifikasi, kejuruteraan, maklumat kewangan, keperluan pemerolehan, senarai pelanggan, ramalan perniagaan, jualan dan perdagangan dan pelan pemasaran dan maklumat yang ditetapkan secara bertulis untuk menjadi sulit atau melalui sifat yang bertujuan untuk pengetahuan semata-mata pihak yang menerima atau jika secara lisan diberikan secara meyakinkan dan disahkan dengan segera secara bertulis seperti yang telah didedahkan sebagai sulit atau keempunyaan untuk tujuan Memorandum ini, yang disampaikan oleh pihak yang mendedahkan kepada pihak yang menerima, bertulis, lisan, digital, magnetik, fotografi dan/atau apa-apa bentuk jua;

## **3. MEMORANDUM YANG TIDAK MENGIKAT**

Walau apapun kenyataan dan kewajipan yang terkandung di sini, Memorandum ini tidak mewujudkan hubungan undang-undang di antara Pihak-Pihak baik undang-undang domestik mahupun antarabangsa, dan Pihak-Pihak tidak terikat di sisi undang-undang sehingga dan

melainkan jika satu perjanjian muktamad telah dirunding dan disempurnakan dengan sewajarnya oleh wakil-wakil yang diberi kuasa KUL dan AMIPRO. Kecuali keingkaran di bawah klausa 2 Memorandum ini, Memorandum ini tidak boleh menimbulkan sebarang proses perundangan di antara Pihak-Pihak.

#### **4. KEESAHAN, PENAMATAN DAN PEMBAHARUAN MEMORANDUM**

4.1 Pihak-Pihak boleh menamatkan Memorandum ini dengan memberikan satu (1) bulan notis bertulis kepada Pihak yang satu lagi.

#### **5. NOTIS**

Apa-apa notis atau komunikasi antara Pihak-Pihak hendaklah diserahkan ke alamat yang dinyatakan dalam Memorandum ini-

#### **6. VARIASI**

Syarat dan terma yang ditetapkan dalam Memorandum ini tidak boleh dipinda, diubah, ditukar atau sebaliknya diubah suai tanpa persetujuan bersama Pihak-Pihak dan apa-apa pindaan, pengubahsuaian, perubahan dan pengubahsuaian hendaklah dibuat secara bertulis dan ditandatangani oleh Pihak-Pihak kepada Memorandum ini.

#### **7. UNDANG-UNDANG DIGUNAPAKAI**

Memorandum ini hendaklah ditafsirkan mengikut undang-undang Malaysia dan Pihak-Pihak dengan ini mengemukakan kepada bidang kuasa tidak eksklusif mahkamah Malaysia.

#### **8. PENYELESAIAN PERTIKAIAN**

Pihak-Pihak bersetuju bahawa semua pertikaian yang timbul akibat daripada Memorandum ini hendaklah diselesaikan dengan cara rundingan dan perbincangan dan dengan tujuan untuk penyelesaian secara baik bagi faedah bersama Pihak-Pihak tanpa merujuk kepada pihak ketiga atau sebarang tribunal domestik atau antarabangsa.

#### **9. PELAKSANAAN MEMORANDUM**

Pertukaran salinan Memorandum ini dan halaman tandatangan melalui faksimili atau elektronik lain penghantaran hendaklah menjadi pelaksanaan dan penyampaian yang

berkesan Memorandum ini dan boleh digunakan sebagai ganti Memorandum bagi segala maksud.

## **10. SERAHHAK**

Melainkan jika dipersetujui selainnya secara bertulis, Pihak-Pihak tidak boleh memindahkan hakmilik atau menyerahkan hak semua atau mana-mana hak, kewajipan, kepentingan atau faedah di bawah Memorandum ini kepada mana-mana pihak ketiga.

## **11. NAMA, JATA RASMI DAN LOGO**

11.1 Mana-mana pihak tidak akan menggunakan, dan tidak boleh membenarkan mana-mana orang atau entiti lain untuk menggunakan nama, akronim, jata rasmi, logo, tanda perniagaan (atau apa-apa perubahan kepadanya) atau lain-lain Harta Intelek (selepas ini dirujuk sebagai “Bahan Jenama”) yang dimiliki oleh atau boleh dikaitkan dengan Pihak yang satu lagi di atas apa-apa penerbitan, dokumen, kertas kerja, persembahan audio atau visual, atau untuk tujuan publisiti.

11.2 Sebarang penggunaan Bahan Jenama Pihak yang lain untuk mana-mana tujuan yang dinyatakan dalam klausa 11.1 di atas, hendaklah terlebih dahulu mendapatkan kebenaran bertulis Pihak yang memiliki Bahan Jenama tersebut dan patuh dengan sebarang syarat penggunaan oleh Pihak yang memiliki Bahan Jenama tersebut.

## **12. E-KOMUNIKASI**

Pihak-Pihak mengakui dan bersetuju bahawa komunikasi elektronik merupakan kaedah komunikasi yang diterima untuk komunikasi maklumat di antara Pihak-Pihak tanpa penggunaan kertas. Sebarang komunikasi dan tandatangan elektronik yang telah dihantar atau ditandatangani di antara Pihak-Pihak pada masa lalu, kini dan akan datang, adalah mempunyai kuasa dan kesan yang sama seperti tandatangan yang diturunkan di atas kertas.

## **13. KERJASAMA DAN HUBUNGAN BERSAMA**

Pihak-Pihak sedar bahawa adalah tidak memadai untuk menjangka dan menangani

setiap isu yang melibatkan kerjasama Pihak-Pihak di dalam Memorandum ini. Oleh itu, Pihak-Pihak hendaklah menggunakan usaha terbaik mereka dalam menjalankan langkah-langkah yang perlu untuk memastikan kepentingan bersama di bawah Memorandum ini selaras dengan semangat dan kerjasama yang erat.

BAGI MENYAKSIKAN Memorandum Persefahaman ini di antara KUL dan AMIPRO, kedua-dua pihak menurunkan tandatangan di bawah ini pada tarikh dan tahun yang tertera dibawah :-

DITANDATANGANI OLEH

untuk dan bagi pihak

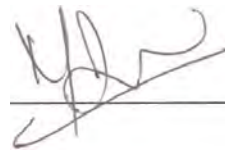


**Hazrina Bt Hamid RPh**  
**Deputy Dean (Academic),**  
**Faculty Of Pharmacy,**  
**LINCOLN UNIVERSITY COLLEGE**  
**(Nombor pendaftaran:DKU 016 (B))**

**Tarikh: 27 Jun 2022**

DITANDATANGANI OLEH

untuk dan bagi pihak



**Dr ASHRAF ALI MOHAMAD KASSIM**  
**MANAGING DIRECTOR**  
**AMIPRO SDN BHD**  
**(Nombor pendaftaran: 1166264-V )**

**Tarikh: 27<sup>th</sup> June 2022**





**INTERNATIONAL  
MEDICAL  
ASSOCIATION**



## **COLLABORATIVE PROGRAM**

**THIS AGREEMENT is effective this 26<sup>th</sup> day of July 2019, “Wisma Lincoln”, No. 12-18, Jalan SS 6/12, 47301 Petaling Jaya, Selangor DarulEhsan, Malaysia** between “Acu Paincare”, with an office at JKON Building (2nd Floor), Opposite Sonaram High School, Bharalumukh, Guwahati 781009, Assam, India (hereinafter "Service Provider"), “International Medical Association and Branches” with an office at Kg Chicha, KubangKerian, 16150, Kota Bharu, Kelantan, Malaysia (hereinafter “Coordinator) and Lincoln University College (LUC) with an office at, No. 12-18, Jalan SS 6/12, 47301 Petaling Jaya, Selangor, Malaysia (hereinafter "Facilitator”).

Lincoln University College (LUC) is a registered and approved by the Ministry of Higher Education in Malaysia and is authorized to provide Diploma, Bachelor, Master and Doctoral Degree. The main emphasis of LUC is inteaching, research, innovation, commercialization and publication. Through research and innovation, LUC seeks to provide an impetus impact to the society for various sustainable development as envisage by the late President Abraham Lincoln.

Acu Paincare – is an organisation registered in Guwahati, Assam, India. It is involved in treating patients with all types of Pain and Paralysis through combination of techniques from Acupuncture, Physiotherapy and other medical modalities. It is further involved in promoting, training and innovating on these techniques and establishing procedures for relieving pain of all forms in Human Body and / or dealing with paralysis in many of its forms and /or dealing with acute or chronic stage or terminal stages of diseases through trained and qualified people. The limited form of Acupuncture useful for pain and paralysis is practised by Physiotherapist as “DRY NEEDLING”.

International Medical Association and Branches is intent to provide Intensive training on fast pain relief to Medical Doctors and Paramedics. Their intention is to make changes in the society by relieving pain as fast as possible by proven therapeutic interventions.

The goal of the three organizations is unique to create a healthy sustainable society. In view of the above the three organizations have set forward the following clauses:

**WHEREAS**, the parties desire to conduct Advanced Medical Training Programmes varying from Certificate, Diploma, Post Graduate Diploma, Bachelors, Masters to Doctor of Philosophy (Ph.D.) levels in Malaysia.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

**1. Admission and Registration:**

All three parties will adhere to admission and Registration criteria as per following:

- i. Medical and Paramedical professional who have obtained Bachelors degree in Medical and Paramedical Courses **and**
- ii. The selection of applicants and registration for various levels of trainings will be done based on their Educational qualifications and experiences.

**2. Programme Duration:**

The duration of this Advanced Intensive Training Programme may vary for levels of education and experiences.

**3. Conducting face to face classes:**

- i) Face to Face training programme will be conducted by Acu Paincare on speculated credit hours based on levels of education and experiences at the infrastructure of Lincoln University College.

#### **4. Methodology of teaching and assessment:**

- i) Face to face classes,
- ii) Group presentation, Seminar, Assignment
- iii) Clinical case analysis, clinical case preparation
- iv) Clinical education and training , clinical counselling
- v) Clinical practice and clinical role play
- vi) Clinical entrepreneurship
- vii) Clinical Debate
- viii) Clinical research and project
- ix) Clinical research article and publication
- x) Individual assignment

#### **5. Roles and responsibilities of three involved parties:**

- i. **Acu Paincare** will be responsible for providing lecturers, study materials and other accessories including practical necessities. It shall have right in screening the students and deciding the fees for the courses under this agreement. Out of the revenue collected from the students, Acu Paincare shall be entitled for at least 50% gross collection, to be able to meet its expenses.
- ii. **International Medical Association and Branches** will be responsible for screening the applications, registration and admission which will be forwarded to Lincoln University College for necessary processing.
- iii. **Lincoln University College** will be responsible for providing infrastructure facilities including classrooms, teaching facilities and awarding certifications upon successful completion. It shall be responsible to admit the students in the courses after collection of the fees.

## **6. Seminars conducted by Acu Paincare, “International Medical Association and Branches” or Lincoln University**

Any student having prescribed qualifications as per norms, having attended, participated and registered in a seminar organised by Acu Paincare,, International Medical Association or Lincoln University on topics related to the courses covered in this MoU in India, Malaysia or other country and having secured the certificate of completion, then the said student shall be given due credit and /or shall be deemed to have completed the necessary seminar part for the hours he has attended for the courses conducted by Lincoln University College under the purview of this agreement.

## **7. Finance / Tuition Fees**

Finance / Tuition Fee for the programme chosen by the applicant will be finalized by International Medical Association and Branches upon mutual acceptance among all the three parties. The fees shall be directly deposited by the student to Lincoln University College. Also, it shall be responsible for sharing the gross / net revenue with the other two parties of the agreement as per a mutually decided amount without violating any other clause of this agreement.

## **8. Convocation:**

Students will be allowed to attend Lincoln University College convocation in Malaysia with fees.

## **9. AGREEMENT MODIFICATION**

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

## **10. INDEPENDENT CONTRACTOR**

The parties acknowledges that neither of their employees are employees of the other party and that employees of one party are not eligible to participate in any employee benefit plans of the other party. The parties further acknowledge that neither party nor any of its employees are eligible to participate in any such benefit plans even if it is later determined that any of its employees' status during the period of this Agreement was that of an employee of the other party. In addition, the parties waive any claims that they may have under the terms of any such benefit plans or under any law for participation in or benefits under any of the other party's benefit plans.

Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

## **11. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the International laws (commonwealth law).

## **12. Resolution of Conflict :**

- i) All conflict should be attempted to resolve via the mutual agreement for the purpose of student interest
- ii) If the conflict is not resolved via the mutual negotiation then all three parties will independently engage fourth party to resolve the conflict
- iii) Then the parties will exchange the notices for intention of termination of contract .
- iv) However the termination will not be effective until all enrolled students have completed within duration period of 2 years

- v) In the event of termination , students who have not completed the course within the stipulated period of 2 years, then that individual student has to directly liase with LUC for completion of studies with an extra fees

### **13. CONFIDENTIALITY AND PUBLICITY**

During discussions leading up to this Agreement, and during the course of performing the Project, it is anticipated that Service Provider (Acu Paincare), Coordinator (International Medical Association and Branches) and Facilitator (Lincoln University College) will learn confidential and/or proprietary information of the other. Parties will keep confidential, and not use, except in connection with the performance of the project hereunder, any information which is provided in writing and marked as confidential by either party, or if disclosed orally, described in a writing within 30 days after disclosure, including without limitation any information which relates to project to be performed under this Agreement, any information which either party may acquire with respect to the other party's business, and any information relating to new products, customers, pricing, know-how, processes, and practices, ("Confidential Information."). The obligations of confidentiality and non-use of Confidential Information shall survive the termination or expiration of this Agreement for a period of Two years, unless or until:

- a) Such information was already in a party's possession, as evidenced by written documentation prior to the disclosure of such information to the informing party, or
- b) Such information shall be subsequently disclosed to either party on a non-confidential basis by a third party who, to the best of the receiving party's knowledge, is not under any obligation of confidentiality.
- c) Such information is specifically authorized by the informing party, in writing, to be disclosed.
- d) Such information is required to be disclosed by applicable law or order of a court of competent jurisdiction in which case the disclosing party agrees to notify the other party of such requirement so that party may take steps to narrow or avoid disclosure.

e) Acu Paincare, International Medical Association and Lincoln University College are mutually consent to use logos of all the three parties for Marketing and Advertisement purposes.

#### **14. COUNTERPARTS AND HEADINGS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. All headings in this Agreement are inserted for convenience of reference only and shall not affect its meaning or interpretation.

#### **15. Contract Duration**

2 years contract agreement (subject to renewal every 2 years; and in breach of terms & conditions, either party must give a 6 months' notice upon making every effort to rectify the said issue).

#### **16. NOTICES :**

Notices hereunder shall be deemed made if given by registered or certified mail, postage prepaid, and addressed to the party to receive such notice at the address given above , or such other address as may hereafter be designated by notice in writing

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Acu Paincare

Signed By



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**Mr Mohandas Krishna Sastry**

Chief Acupuncture Instructor

International Medical Association

Signed By



---

**Prof Dr Ab Aziz Al-Safi Bin Ismail**

President

Lincoln University College

Signed By



---

**Prof. Dr. Amiya Bhaumik**

CEO & Vice-Chancellor



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**LIVFIT SDN BHD**

**(27876861V)**

**(DBC PHYSIOTHERAPY CENTRE)**

**AND**

**ASIA PACIFIC HIGHER LEARNING SDN BHD**

**(512207-D)**

**(LINCOLN UNIVERSITY COLLEGE)**

**AGREEMENT FOR THE CLINICAL HAND-ON TRAINING FOR PHYSIOTHERAPY  
ACADEMIC STAFF FROM LINCOLN UNIVERSITY COLLEGE  
AT DBC PHYSIOTHERAPY CENTRE**

**THIS AGREEMENT** made this 1st day of January 2019

**BETWEEN**

**DBC PHYSIOTHERAPY CENTRE** (27876861V) having its address at No135 & E, Jalan Dato Pak Khuan, Taman Ipoh, 31400, Ipoh, Perak, Malaysia. (Hereinafter referred to as “**DBC**”) of the one part,

**AND**

**LINCOLN UNIVERSITY COLLEGE** a body registered under the Private Higher educational institutions Act 1996, wholly owned by Asia Pacific Higher Learning Sdn Bhd, (512207-D) – a company incorporated under the Companies Act 1965 having its registered address at 74 A-C, Jln SS 21/62, Damansara Utama, 47400 Petaling Jaya, Selangor (hereinafter referred to as “**LUC**”) of the other part,

DBC Physiotherapy Centre and Asia Pacific Higher Learning may individually be referred to as “Party” or collectively as “the Parties”.

**WHEREAS**

- A. **DBC** registered proprietor of the land and buildings on which the said **LIVFIT SDN BHD** are situated.
- B. **LUC** desires to make use of the facilities for the purpose of clinical hands-on training for the Physiotherapy academic staff from **LUC** and **DBC** has agreed to provide such facilities to **LUC** on the terms and conditions as hereinafter contained.

**NOW IT IS HEREBY AGREED** as follows:

## **1. INTERPRETATION**

In this Agreement, unless the context otherwise requires the following words and phrases shall have the meaning given below:

“Physiotherapy Academic Staff” means any teaching staff including Professors, Associate professors, Senior Lecturer, Lecturers, Tutors and Clinical Instructors from Department of Physiotherapy, Faculty of Science, Lincoln University College;

“Physiotherapy Senior Lecturer” means a fully registered, trained and experienced Physiotherapist who has been credentialed and recruited by **LUC** to deliver the curriculum;

“Physiotherapy Lecturer” means a fully registered, trained and experienced Physiotherapist who has been credentialed and recruited by **LUC** to deliver the curriculum;

“Physiotherapy Tutors” means a fully registered, trained and experienced Physiotherapist who has been credentialed and recruited by **LUC** to deliver the curriculum;

“Clinical Instructors” means a registered and experienced Physiotherapy clinical instructors who have been credentialed and recruited by **LUC** to supervise the Students in skill lab at Lincoln University College;

“Continuing Physiotherapy Education” means a systematic maintenance, improvement and broadening of knowledge and the development of personal qualities necessary for the execution of professional and technical duties throughout the practitioner’s working life;

“The Facilities” means DBC and the health facilities available in DBC as set out in **Annexure A**;

## **2. PERIOD**

2.1 This Agreement shall be for a period of five (5) years commencing from 01-01-2019 (“the Effective Date” in this Agreement) to 31-12-2023 (which is referred to as “the Contract Expire Date“ in this Agreement), unless sooner terminated in the manner hereinafter provided.

2.2 **LUC** may apply to **DBC** for an extension of the contract period not less than six (6) months prior to the Contract Expiry Date if it intends to extend the Contract Period for a further period. **DBC** shall have the absolute discretion whether or not to consider such application. The Parties may, as soon as reasonably practicable after the receipt of such application by **DBC**, negotiate the terms and conditions of such extension not later than one (1) month to the Contract Expiry Date. In the event the Parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expire on the contract Expiry Date.

### **3. SCOPE OF AGREEMENT**

3.1 **LUC** shall be allowed to use the facilities set out in **DBC** for the purpose of hands-on training for physiotherapy academic staff.

3.2 The training of the academic staff shall involved practices and programs as outlined in **LUC**'s curriculum and Malaysian Physiotherapy Association requirements.

3.3 For the purpose of the training, the academic staff shall carry out Physiotherapy Services in the facilities under the control and supervision of the Senior Physiotherapist from **DBC**, or Qualified Physiotherapy Practitioner.

### **4. REPRESENTATIVE AND WARRANTY**

**4.1** **LUC** represents and warrants to **DBC** that;

- a) It is a corporation validly existing under the Laws of Malaysia;
- b) It has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and to carry on its business as contemplated by this Agreement;
- c) It has taken all necessary corporate to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;
- d) As at the execution date, neither the execution nor performance by it of this agreement will violate in any respect of any provision of;
  - i. **Its Memorandum and Articles of Association;** or
  - ii. Any other document or agreement which is binding upon it or its assets;
- e) No litigation, arbitration, tax claim, dispute or administrative proceeding presently or pending or, to its knowledge, threatened, which is likely to have a material adverse

effect upon it or its ability to perform its financial or other obligations under this Agreement;

- f) This Agreement constitutes a legal, valid and binding obligation of LUC and is enforceable in accordance with its terms and conditions; and
- g) It has the necessary financial and technical capability to undertake this Agreement and **LUC** acknowledges that the **DBC** has entered into this Agreement in reliance on its representations and warranties as aforesaid.

## **5. CONSIDERATION**

- 5.1 For the purpose of this Agreement and subject to **LUC** fulfilling the terms and condition of this Agreement, LUC shall, in consideration of the use of the facilities pay **DBC** the sum of RM 15.00 per academic staff per day.
- 5.2 The payment shall be made for all staff members who are placed in the facilities. **LUC** shall inform the **DBC** the number of academic staff posted in the facility.
- 5.3 All payments to the **DBC** shall be made annually to the finance division of **DBC**. The first payment shall be made on or before the Effective Date of this Agreement. All subsequent payment shall be made on or before the 31<sup>st</sup> day of each month.

## **6. OBLIGATIONS AND UNDERTAKINGS OF LUC**

- 6.1. Notwithstanding clause 5 of this Agreement **LUC**, hereby undertake to reimburse the costs and expenses incurred by the Facilities in training of the academic staff. Such costs and expenses shall include the usage of utilities, facilities services supplies and consumables. The quantum and manner of reimbursement of such costs and expenses shall be determined by a Joint Committee and Joint Management Committee set up under this Agreement.
- 6.2. The schedule of training programs referred to in this Agreement shall be discussed and agreed upon from time to time between **DBC** and **LUC**.
- 6.3. **LUC** shall ensure that the academic staff members who have access to the premises or Facilities observe, obey and comply with all the orders, instructions, directive rules, regulations and such other requirements, whether given orally or in writing by **DBC** and the code of conduct as stipulated in **Annexure B**.
- 6.4. **LUC** shall ensure that the academic staff shall not disclose to any unauthorized person any information with respect to patient's information and affairs of the Facilities including

information as to any order, instruction or directive as referred to in clause 6.3, except for the purpose of carrying out any obligation under the Agreement.

- 6.5. In the event of any damage or loss of any property of the **DBC** which is caused directly by academic staff or agents of **LUC**, **LUC** shall be liable to compensate **DBC** for such damage or loss by meeting the reasonable costs of repairing or replacement of the property which is lost, damaged or otherwise, howsoever as **DBC** may determine and the decision of **DBC** shall be final.
- 6.6. **LUC** shall at all times during the period of this Agreement maintain adequate insurance to cover its liability arising from the happening of the contingencies.
- 6.7. **LUC** shall, if required, assist the facilities by giving Continuing Physiotherapy Education to the subordinate staff of the Facilities.

## **7. USE OF THE FACILITIES**

- 7.1. **DBC** may terminate the use of its facilities whenever **DBC** decides to terminate or cease the operation of the Facilities for any other reason as **DBC** deems necessary to protect the interest of **DBC**.
- 7.2. When offering or giving Physiotherapy Services, the Physiotherapy Lecturer or the Clinical Instructor shall ensure that academic staff are "Trainees" and obtain patient's permission before giving or offering such services on the patient.
- 7.3. If the service of any subordinate staff of the facilities is required, the academic staff shall make their request to the respective Senior Physiotherapists of the facilities who shall then direct the subordinate staff accordingly.
- 7.4. **DBC** shall not be liable for any injury, loss or damage of a civil nature occasioned to any patient or other person solely in consequence of any services by the academic staff, and **LUC** shall be wholly liable for such injury, loss or damage and shall indemnify **DBC** for any liability to any person for any injury, loss or damage for which **LUC** is hereby rendered liable.

## **8. UTILISATION OF DBC :**

- 8.1 **DBC** may upon request of **LUC** make available any Senior Physiotherapist to assist in the training of academic staff in the facilities.
- 8.2 Any Qualified Allied Health Practitioner carrying out training services;
  - a. Shall be entitled to receive from **LUC** such remuneration at the rate as may be determined by **DBC**;

- b. Shall be provided by **LUC** with all necessary equipments, instruments and the assistance of subordinate staff, which are reasonably required in carrying out the training services; and
  - c. Shall do so only during the days and times approved by **DBC**.
- 8.3 **DBC** shall ensure that the status of the Qualified Physiotherapy Practitioner as employed by **DBC** shall in no way be prejudiced or otherwise affected during the period he/she provides training services.
- 8.4 In the event of any claim by any third party against the **DBC** or the Qualified Physiotherapy Practitioner, arising out of any such alleged act, default, negligence, or otherwise of the Qualified Physiotherapy Practitioner during the training sessions of the academic staff, **LUC** shall indemnify **DBC** or the Qualified Physiotherapy Practitioner against any such claim by the third party.

## **9. JOINT COMMITTEE**

- 9.1 There shall be established a Joint Committee chaired by the Chief Executive Officer who shall be responsible for making all decisions relating to the matters of policy in implementing this Agreement.
- 9.2 The Director of **DBC** shall be responsible to give effect to and carry out such decisions in so far as they are relating to the Facilities, and it shall be the duty of the Chief Executive Officer of **LUC** to carry out and give effect to these decisions in so far as they are relating to the administration of the training and discipline of the academic staff undergoing such training.

## **10. TERMINATION BY BREACH**

- 10.1 If **LUC** commits a breach or does not comply with any of the provisions of this Agreement and the breach or non-compliance is not remedied within thirty (30) days of notice of such breach being given in writing to **LUC** by **DBC**, **DBC** may terminate this Agreement by noticed in writing to **LUC** with effect from such date as may be specified in the noticed and the date shall be not less than six (6) months from the date of the notice.

- 10.2 In the event of **DBC** does not comply with any of the provision of this Agreement, **LUC** may notify **DBC** of the non-compliance, where upon **DBC** shall secure its compliance within (30) days of receipt of the notification or within such longer period as may specified in the notification or agree upon between **DBC** and **LUC**. Non-compliance by **DBC** shall not constitute a ground for termination. Matters in dispute relating to such non-compliance shall be referred to the Chairman of **DBC** who shall decide on the matter and his decision shall be final.
- 10.3 Notwithstanding clause 10.1 **DBC** may terminate this Agreement by giving **LUC** not less than six(6) months notice in writing :-
- a) If **DBC** determines that it is necessary in the interest of the provision of the facilities for the treatment of the patients provided **DBC** at the facility for the members of the public that this Agreement should be terminated; or
  - b) If **LUC** ceases to be a registered body under the Private Higher Educational Institutions Act 1996, or any other written law for the time being enforced.
- 10.4 **LUC** may terminate this Agreement if **LUC** determines that it may be terminated in view of the other adequate arrangement for the training of the academic staff being available. Such termination shall be by notice in writing to **DBC** with the effect from such date as may be specified in the notice being in any case, not less than a period of six (6) months.

## **11. CONSEQUENCES OF TERMINATION**

- 11.1 If the use of any of its facilities is terminated by **DBC** pursuant to clause 7.1, or if this Agreement is terminated by **DBC** under and in accordance with clause 10, **LUC** shall not be entitled to any compensation whether in the form of money or otherwise from **DBC**.
- 11.2 If this Agreement is terminated by the **LUC** under and in accordance with the provisions of clause 10.4, **LUC** shall not be entitled to claim from **DBC** any compensation in the form of money or in any other form whatsoever.
- 11.3 Upon this termination of this Agreement referred to in clause 11.1 and 11.2, **LUC** shall remove from the facility all its moveable properties including equipment, partitions and fixtures. Such removal shall be effected without causing any damage of any description to any building or other structure, or otherwise howsoever, and shall be completed on or before date of the termination of this Agreement. If there is any damage, **LUC** shall pay for the damages before or on completion of such removal.



## **12. ARBITRATION**

- 12.1. If any matter, dispute or claim arising out of or relating to the Agreement or the breach or termination hereof which cannot be agreed upon by the Parties, the matter, disputes, or claim shall be referred to an arbitrator to be agreed between the Parties hereto, and failing of such agreement, to be nominated on the application of either Party hereto by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to the arbitration within the meaning of the Arbitration Act 1952 .The decision of the arbitrator shall be final and binding upon each Party.
- 12.2. All disputes referred to the arbitration pursuant to this clause shall be settled in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration.
- 12.3. Any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and systems available at the Centre or at such other venue as may be specified by the arbitrator and agreed upon by the Parties.
- 12.4. The reference of any matter, dispute or claim to arbitration pursuant to this clause or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

## **13. CONFIDENTIALITY**

**LUC** shall observe the confidentiality or secrecy of documents, information and data received during the agreement period and shall not at any time communicate to any person, body or entity, any confidential document or information disclosed to him/her for the purpose of this Agreement or caused to be made any press statement or otherwise relating to this Agreement or publish or caused to be published any material whatsoever relating to this Agreement without prior written approval of the **DBC**. In the event of termination of this Agreement, the parties agree that the provision of this clause shall continue to apply.

## **14. FORCE MAJEURE**

- 14.1. Neither the **DBC** nor **LUC** shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An “Event Force Majeure” shall mean:
  - a) War (whether declare or not), hostilities, invasion, act of foreign enemies;

- b) Insurrection, revolution, rebellion, military or usurped power, civil war acts of terrorism;
- c) Natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces nature against which as experienced contractor could not reasonably have been expected to take precautions;
- d) Nuclear explosion, radioactive or chemical contamination or radiation;
- e) Pressure wave caused by aircraft or other aerial device Travelling at sonic or supersonic speeds; and
- f) Riot, commotion or disorder, unless solely restricted to Employees of LUC or its personnel, servants or agents.

14.2. If any event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligation under this Agreement (or any part thereof), the Party shall inform the other party immediately of the occurrence of the Event Majeure with full particulars thereof and the consequences thereof.

14.3. If either Party considers the event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of its Agreement may be terminated upon mutual agreement of the parties.

## **15. WAIVER**

Failure by any Party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of any provision of this Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or any other provision of this Agreement or as waiver of any right under this Agreement.

## **16. AUTHORISED REPRESENTATIVE**

16.1 If anything is required to be done, or any document is required to be executed under this Agreement on behalf of **DBC**, the same may be done or executed by an officer of **DBC** authorized in writing by the Director of the Rehabilitation Centre.

16.2 If anything is required to be done, or any document is required to be executed under this Agreement by or on behalf of **LUC**, the same may be done by any representative authorized in writing to do the same on behalf of **LUC**.

## **17. INDEMNITY**

17.1 **LUC** shall indemnify and keep indemnified the **DBC** from and against all actions, suits, claims or demands, proceedings, losses, damages, compensation, costs (legal costs), charges and expenses whatsoever to which **DBC** shall or may be or become liable in respect of or arising from;

- (i) the negligent act, error or omission on part of **LUC** in the performances of training of the academic staff ;
- (ii) any loss or damage to properties or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed by **LUC** to any person and not caused by the negligent or willful act, default or omission of the **DBC**, its agents or servants ; and
- (iii) Any loss , damage or injury from any cause whatsoever to properties or persons to the extent that the same is occasioned or contributed by the act, omission, neglect, breach or default, of **LUC** or its personnel, servants agents or employees .

17.2 **LUC** shall indemnify, protect and defend at its own costs and expenses the **DBC** and its agents and servants from and against all actions, claims and liabilities arising out of acts done by **LUC** in the performance of this Agreement including the use or violation of any copyright works or literary properties or patented inventions, articles or appliances.

## **18. VARIATION OF THE AGREEMENT**

This Agreement may, from time to time be varied by the execution of a Supplementary Agreement between the Parties if the Parties have agreed to such variation after consultation between themselves, a proposal for such variation may be initiated at the instance of either party to this Agreement. Every Supplementary Agreement shall be executed by an authorized representative of the Parties hereto.

## **19. ASSIGNMENT**

**LUC** shall not assign any of its rights, liabilities or obligations under this Agreement to any person or body without the written consent of **DBC**.

## **20. SUCCESSOR BOUND**

This Agreement shall be binding on the successors in title of the Parties.

## **21. NOTICE**

21.1 Any notice which is required by this Agreement to be given by either Party to the other shall be delivered by hand or facsimile or sent by registered post to such other Party at their respective addresses given herein below or such other addresses as may be notified in writing to the other Party. Any notice sent by hand or facsimile shall be deemed to have been served and received on the day on which it was sent, and any notice sent by registered post shall be deemed to have been served and received on the third day following the date of posting. If the day on which any notice deemed to be received fall on a Sunday or public holiday, such notice shall only be deemed to have been received on the next working day.

21.2 The notice shall be addressed to:

(a) if to the **DBC**:

**DBC PHYSIOTHERAPY CENTRE**  
**(27876861V)**  
**NO. 135 & E, JALAN DATO PAK KHUAN,**  
**TAMAN IPOH, 31400, IPOH, PERAK, MALAYSIA**  
**TEL & FAX: +60 5545 1686**

(b) if to **LUC**:

**LINCOLN UNIVESITY COLLEGE**  
**WISMA LINCOLN, NO 6-18, JALAN SS6/12, KELANA JAYA, 47301 PETALING JAYA**  
**SELANGOR DARUL EHSAN, MALAYSIA**  
**TEL : 03-7806 3478 FAX: 03-7806 3479**

## **22. LAWS APPLICABLE**

This Agreement shall be governed by and construed in accordance with the Laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdictions of the courts of Malaysia.

## **23. COMPLIANCE WITH THE LAW**

**LUC** shall comply with all applicable laws and with all directions, orders, requirements and instructions given to **LUC** by any authority competent to do so under any applicable law.

## **24. STAMP DUTY AND COSTS**

The stamp duty payable in respect of this Agreement shall be borne by **LUC**.

## **25. TIME**

Time whenever mentioned shall be of the essence of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands the day and year first above written.

SIGNED for and on behalf of  
**LIVFIT SDN BHD**  
**(2787686V)**

)  
)  
)



.....  
**MR. SARAVANAN GOVINDASAMY**  
**DIRECTOR / CHIEF CONSULTANT PHYSIOTHERAPIST**  
**LIVFIT SDN BHD**

**In the presence of:**



.....  
**MS. KOHILA LECTUMANAN**  
**PHYSIOTHERAPIST - DBC PHYSIOTHERAPY CENTRE**

SIGNED for and on behalf of  
**ASIA PACIFIC HIGHER LEARNING**  
**SDN.BHD. (512207-D)**

)  
)  
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.....  
**PROF. DR. AMIYA BHAUMIK**  
**Deputy Vice-Chancellor (Academic)**  
**Dean, Medicine and Health Sciences**  
**Lincoln University College**

**In the presence of:**



.....  
**MR. RAVIKUMAR KATTA**  
**HOD, Physiotherapy**  
**Lincoln University College**

## **Annexure A**

### **LIST OF THE FACILITIES TO BE UTILIZED FOR THE TRAINING OF ACADEMIC STAFF**

- Centre for Neurological Rehabilitation Training
- Centre for Musculoskeletal Rehabilitation Training
- Centre for Cardio-respiratory Rehabilitation Training
- Centre for physiotherapy for Sports Injuries Training
- Centre for Geriatric Rehabilitation Training
- Centre for Paediatric Rehabilitation Training
- Centre for Women's Health Rehabilitation Training
- Centre for Electrotherapy Modalities Training
- Centre for Evidence Based Exercise Therapy Training
- Centre for Cupping Kinetic Therapy Training
- Centre for Dry Needling Therapy Training
- Centre for Myofascial Release Therapy Training
- Centre for Professional Workshop Training

- Centre for Healthcare programme and Training

## **Annexure B**

### **CODE OF CONDUCT FOR LUC ACADEMIC STAFF ATTACHED TO THE FACILITIES**

1. Academic staff of the **LUC** is expected at all times to conduct him in a seemly manner that is unlikely to cause offence to the members of general public. In particular while attending the Facilities, all staff must be dressed in a manner, acceptable to the clinical staff and patients maintain clinical confidence absolutely and at all times be courteous to every patient.
2. Attendance at training sessions:
  - i) Each staff is required to attend all the training session on rotational basis, appropriate as part of the training in which he/she is enrolled; or
  - ii) Academic staff who, for any reason, finds himself/herself unable to attend any such training sessions, or any seminar or other workshop should, wherever possible, obtain the prior approval of the Chief Physiotherapist or, where this is not possible, provide an explanation as soon thereafter as possible.
3. All staff members must obey all the Laws of Malaysia and conform to the expected norms of good conducts and behaviors in Malaysia, during transport to and from and during the course of Physiotherapy training sessions in the Facilities.
4. The staff are expected to treat the buildings, library books, apparatus and other facilities provided by **LUC** and **DBC** with due care and respect. Any staff who damages or break the **LUC** or the **DBC** properties will be required to pay for its repairing or replacement.
5. Smoking to tobacco is prohibited in the premises of the Facilities.
6. Academic staff attending training sessions in the Facilities should at all times be in a proper attire and wear the **LUC**'s name tag or identification card.
7. At any time, the academic staff must introduce themselves as Physiotherapy trainees and obtain permission prior to providing their services.
8. Male Staff members will not be allowed to attend to female patients which impose on their privacy (i.e. attend to feminine care) unless a female physiotherapist or another person of that sex is in attendance.
9. Academic staff shall abide by all the rules, regulations and procedures of the Facilities.
10. All academic staff of **LUC** shall handle all patients' records in strict confidence and shall not divulge any information concerning patients' care to unauthorized personnel.
11. Academic staff shall follow the prescribed rules for infection control in the centre.

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**MAXURA HEALTHCARE SDN BHD**

**(1077276V)**

**(GETWELL PHYSIOTHERAPY CENTRE)**

**AND**

**ASIA PACIFIC HIGHER LEARNING SDN BHD**

**(512207-D)**

**(LINCOLN UNIVERSITY COLLEGE)**



**AGREEMENT FOR THE CLINICAL HAND-ON TRAINING FOR PHYSIOTHERAPY  
ACADEMIC STAFF FROM LINCOLN UNIVERSITY COLLEGE  
AT GETWELL PHYSIOTHERAPY CENTRE**

**THIS AGREEMENT** made this 1st day of January 2019

**BETWEEN**

**GETWELL PHYSIOTHERAPY CENTRE** (1077276V) having its address at No. 50-1, Kelana Mall, Jalan SS 6/7, 47301 Petaling Jaya, Selangor Darul Ehsan. (Hereinafter referred to as “**GPC**”) of the one part,

**AND**

**LINCOLN UNIVERSITY COLLEGE** a body registered under the Private Higher educational institutions Act 1996, wholly owned by Asia Pacific Higher Learning Sdn Bhd, (512207-D) – a company incorporated under the Companies Act 1965 having its registered address at 74 A-C, Jln SS 21/62, Damansara Utama, 47400 Petaling Jaya, Selangor (hereinafter referred to as “**LUC**”) of the other part,

GetWell Physiotherapy Centre and Asia Pacific Higher Learning may individually be referred to as “**Party**” or collectively as “**the Parties**”.

**WHEREAS**

- A. **GPC** registered proprietor of the land and buildings on which the said **MAXURA HEALTHCARE SDN BHD** are situated.
- B. **LUC** desires to make use of the facilities for the purpose of clinical hands-on training for the Physiotherapy academic staff from **LUC** and **GPC** has agreed to provide such facilities to **LUC** on the terms and conditions as hereinafter contained.

**NOW IT IS HEREBY AGREED** as follows:

## **1. INTERPRETATION**

In this Agreement, unless the context otherwise requires the following words and phrases shall have the meaning given below:

“Physiotherapy Academic Staff” means any teaching staff including Professors, Associate professors, Senior Lecturer, Lecturers, Tutors and Clinical Instructors from Department of Physiotherapy, Faculty of Science, Lincoln University College;

“Physiotherapy Senior Lecturer” means a fully registered, trained and experienced Physiotherapist who has been credentialed and recruited by **LUC** to deliver the curriculum;

“Physiotherapy Lecturer” means a fully registered, trained and experienced Physiotherapist who has been credentialed and recruited by **LUC** to deliver the curriculum;

“Physiotherapy Tutors” means a fully registered, trained and experienced Physiotherapist who has been credentialed and recruited by **LUC** to deliver the curriculum;

“Clinical Instructors” means a registered and experienced Physiotherapy clinical instructors who have been credentialed and recruited by **LUC** to supervise the Students in skill lab at Lincoln University College;

“Continuing Physiotherapy Education” means a systematic maintenance, improvement and broadening of knowledge and the development of personal qualities necessary for the execution of professional and technical duties throughout the practitioner’s working life;

“The Facilities” means GPC and the health facilities available in GPC as set out in **Annexure A**;

## **2. PERIOD**

2.1 This Agreement shall be for a period of five (5) years commencing from 01-01-2019 (“the Effective Date” in this Agreement) to 31-12-2023 (which is referred to as “the Contract Expire Date“ in this Agreement), unless sooner terminated in the manner hereinafter provided.

2.2 **LUC** may apply to **GPC** for an extension of the contract period not less than six (6) months prior to the Contract Expiry Date if it intends to extend the Contract Period for a further period. **GPC** shall have the absolute discretion whether or not to consider such application. The Parties may, as soon as reasonably practicable after the receipt of such application by **GPC**, negotiate the terms and conditions of such extension not later than one (1) month to the Contract Expiry Date. In the event the Parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expire on the contract Expiry Date.

### **3. SCOPE OF AGREEMENT**

3.1 **LUC** shall be allowed to use the facilities set out in **GPC** for the purpose of hands-on training for physiotherapy academic staff.

3.2 The training of the academic staff shall involved practices and programs as outlined in **LUC**'s curriculum and Malaysian Physiotherapy Association requirements.

3.3 For the purpose of the training, the academic staff shall carry out Physiotherapy Services in the facilities under the control and supervision of the Senior Physiotherapist from **GPC**, or Qualified Physiotherapy Practitioner.

### **4. REPRESENTATIVE AND WARRANTY**

**4.1 LUC** represents and warrants to **GPC** that;

- a) It is a corporation validly existing under the Laws of Malaysia;
- b) It has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and to carry on its business as contemplated by this Agreement;
- c) It has taken all necessary corporate to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;
- d) As at the execution date, neither the execution nor performance by it of this agreement will violate in any respect of any provision of;
  - i. **Its Memorandum and Articles of Association;** or
  - ii. Any other document or agreement which is binding upon it or its assets;
- e) No litigation, arbitration, tax claim, dispute or administrative proceeding presently or pending or, to its knowledge, threatened, which is likely to have a material adverse

effect upon it or its ability to perform its financial or other obligations under this Agreement;

- f) This Agreement constitutes a legal, valid and binding obligation of LUC and is enforceable in accordance with its terms and conditions; and
- g) It has the necessary financial and technical capability to undertake this Agreement and **LUC** acknowledges that the **GPC** has entered into this Agreement in reliance on its representations and warranties as aforesaid.

## **5. CONSIDERATION**

- 5.1 For the purpose of this Agreement and subject to **LUC** fulfilling the terms and condition of this Agreement, LUC shall, in consideration of the use of the facilities pay **GPC** the sum of RM 15.00 per academic staff per day.
- 5.2 The payment shall be made for all staff members who are placed in the facilities. **LUC** shall inform the **GPC** the number of academic staff posted in the facility.
- 5.3 All payments to the **GPC** shall be made annually to the finance division of **GPC**. The first payment shall be made on or before the Effective Date of this Agreement. All subsequent payment shall be made on or before the 31<sup>st</sup> day of each month.

## **6. OBLIGATIONS AND UNDERTAKINGS OF LUC**

- 6.1. Notwithstanding clause 5 of this Agreement **LUC**, hereby undertake to reimburse the costs and expenses incurred by the Facilities in training of the academic staff. Such costs and expenses shall include the usage of utilities, facilities services supplies and consumables. The quantum and manner of reimbursement of such costs and expenses shall be determined by a Joint Committee and Joint Management Committee set up under this Agreement.
- 6.2. The schedule of training programs referred to in this Agreement shall be discussed and agreed upon from time to time between **GPC** and **LUC**.
- 6.3. **LUC** shall ensure that the academic staff members who have access to the premises or Facilities observe, obey and comply with all the orders, instructions, directive rules, regulations and such other requirements, whether given orally or in writing by **GPC** and the code of conduct as stipulated in **Annexure B**.
- 6.4. **LUC** shall ensure that the academic staff shall not disclose to any unauthorized person any information with respect to patient's information and affairs of the Facilities including

information as to any order, instruction or directive as referred to in clause 6.3, except for the purpose of carrying out any obligation under the Agreement.

- 6.5. In the event of any damage or loss of any property of the **GPC** which is caused directly by academic staff or agents of **LUC**, **LUC** shall be liable to compensate **GPC** for such damage or loss by meeting the reasonable costs of repairing or replacement of the property which is lost, damaged or otherwise, howsoever as **GPC** may determine and the decision of **GPC** shall be final.
- 6.6. **LUC** shall at all times during the period of this Agreement maintain adequate insurance to cover its liability arising from the happening of the contingencies.
- 6.7. **LUC** shall, if required, assist the facilities by giving Continuing Physiotherapy Education to the subordinate staff of the Facilities.

## **7. USE OF THE FACILITIES**

- 7.1. **GPC** may terminate the use of its facilities whenever **GPC** decides to terminate or cease the operation of the Facilities for any other reason as **GPC** deems necessary to protect the interest of **GPC**.
- 7.2. When offering or giving Physiotherapy Services, the Physiotherapy Lecturer or the Clinical Instructor shall ensure that academic staff are "Trainees" and obtain patient's permission before giving or offering such services on the patient.
- 7.3. If the service of any subordinate staff of the facilities is required, the academic staff shall make their request to the respective Senior Physiotherapists of the facilities who shall then direct the subordinate staff accordingly.
- 7.4. **GPC** shall not be liable for any injury, loss or damage of a civil nature occasioned to any patient or other person solely in consequence of any services by the academic staff, and **LUC** shall be wholly liable for such injury, loss or damage and shall indemnify **GPC** for any liability to any person for any injury, loss or damage for which **LUC** is hereby rendered liable.

## **8. UTILISATION OF GPC :**

- 8.1 **GPC** may upon request of **LUC** make available any Senior Physiotherapist to assist in the training of academic staff in the facilities.
- 8.2 Any Qualified Allied Health Practitioner carrying out training services;
  - a. Shall be entitled to receive from **LUC** such remuneration at the rate as may be determined by **GPC**;

- b. Shall be provided by **LUC** with all necessary equipments, instruments and the assistance of subordinate staff, which are reasonably required in carrying out the training services; and
  - c. Shall do so only during the days and times approved by **GPC**.
- 8.3 **GPC** shall ensure that the status of the Qualified Physiotherapy Practitioner as employed by **GPC** shall in no way be prejudiced or otherwise affected during the period he/she provides training services.
- 8.4 In the event of any claim by any third party against the **GPC** or the Qualified Physiotherapy Practitioner, arising out of any such alleged act, default, negligence, or otherwise of the Qualified Physiotherapy Practitioner during the training sessions of the academic staff, **LUC** shall indemnify **GPC** or the Qualified Physiotherapy Practitioner against any such claim by the third party.

## **9. JOINT COMMITTEE**

- 9.1 There shall be established a Joint Committee chaired by the Chief Executive Officer who shall be responsible for making all decisions relating to the matters of policy in implementing this Agreement.
- 9.2 The Director of **GPC** shall be responsible to give effect to and carry out such decisions in so far as they are relating to the Facilities, and it shall be the duty of the Chief Executive Officer of **LUC** to carry out and give effect to these decisions in so far as they are relating to the administration of the training and discipline of the academic staff undergoing such training.

## **10. TERMINATION BY BREACH**

- 10.1 If **LUC** commits a breach or does not comply with any of the provisions of this Agreement and the breach or non-compliance is not remedied within thirty (30) days of notice of such breach being given in writing to **LUC** by **GPC**, **GPC** may terminate this Agreement by noticed in writing to **LUC** with effect from such date as may be specified in the noticed and the date shall be not less than six (6) months from the date of the notice.

- 10.2 In the event of **GPC** does not comply with any of the provision of this Agreement, **LUC** may notify **GPC** of the non-compliance, where upon **GPC** shall secure its compliance within (30) days of receipt of the notification or within such longer period as may specified in the notification or agree upon between **GPC** and **LUC**. Non-compliance by **GPC** shall not constitute a ground for termination. Matters in dispute relating to such non-compliance shall be referred to the Chairman of **GPC** who shall decide on the matter and his decision shall be final.
- 10.3 Notwithstanding clause 10.1 **GPC** may terminate this Agreement by giving **LUC** not less than six(6) months notice in writing :-
- a) If **GPC** determines that it is necessary in the interest of the provision of the facilities for the treatment of the patients provided **GPC** at the facility for the members of the public that this Agreement should be terminated; or
  - b) If **LUC** ceases to be a registered body under the Private Higher Educational Institutions Act 1996, or any other written law for the time being enforced.
- 10.4 **LUC** may terminate this Agreement if **LUC** determines that it may be terminated in view of the other adequate arrangement for the training of the academic staff being available. Such termination shall be by notice in writing to **GPC** with the effect from such date as may be specified in the notice being in any case, not less than a period of six (6) months.

## **11. CONSEQUENCES OF TERMINATION**

- 11.1 If the use of any of its facilities is terminated by **GPC** pursuant to clause 7.1, or if this Agreement is terminated by **GPC** under and in accordance with clause 10, **LUC** shall not be entitled to any compensation whether in the form of money or otherwise from **GPC**.
- 11.2 If this Agreement is terminated by the **LUC** under and in accordance with the provisions of clause 10.4, **LUC** shall not be entitled to claim from **GPC** any compensation in the form of money or in any other form whatsoever.
- 11.3 Upon this termination of this Agreement referred to in clause 11.1 and 11.2, **LUC** shall remove from the facility all its moveable properties including equipment, partitions and fixtures. Such removal shall be effected without causing any damage of any description to any building or other structure, or otherwise howsoever, and shall be completed on or before date of the termination of this Agreement. If there is any damage, **LUC** shall pay for the damages before or on completion of such removal.

## **12. ARBITRATION**

- 12.1. If any matter, dispute or claim arising out of or relating to the Agreement or the breach or termination hereof which cannot be agreed upon by the Parties, the matter, disputes, or claim shall be referred to an arbitrator to be agreed between the Parties hereto, and failing of such agreement, to be nominated on the application of either Party hereto by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to the arbitration within the meaning of the Arbitration Act 1952 .The decision of the arbitrator shall be final and binding upon each Party.
- 12.2. All disputes referred to the arbitration pursuant to this clause shall be settled in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration.
- 12.3. Any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and systems available at the Centre or at such other venue as may be specified by the arbitrator and agreed upon by the Parties.
- 12.4. The reference of any matter, dispute or claim to arbitration pursuant to this clause or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

## **13. CONFIDENTIALITY**

**LUC** shall observe the confidentiality or secrecy of documents, information and data received during the agreement period and shall not at any time communicate to any person, body or entity, any confidential document or information disclosed to him/her for the purpose of this Agreement or caused to be made any press statement or otherwise relating to this Agreement or publish or caused to be published any material whatsoever relating to this Agreement without prior written approval of the **GPC**. In the event of termination of this Agreement, the parties agree that the provision of this clause shall continue to apply.

## **14. FORCE MAJEURE**

- 14.1. Neither the **GPC** nor **LUC** shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An “Event Force Majeure” shall mean:
  - a) War (whether declare or not), hostilities, invasion, act of foreign enemies;



- b) Insurrection, revolution, rebellion, military or usurped power, civil war acts of terrorism;
  - c) Natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces nature against which as experienced contractor could not reasonably have been expected to take precautions;
  - d) Nuclear explosion, radioactive or chemical contamination or radiation;
  - e) Pressure wave caused by aircraft or other aerial device Travelling at sonic or supersonic speeds; and
  - f) Riot, commotion or disorder, unless solely restricted to Employees of LUC or its personnel, servants or agents.
- 14.2. If any event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligation under this Agreement (or any part thereof), the Party shall inform the other party immediately of the occurrence of the Event Majeure with full particulars thereof and the consequences thereof.
- 14.3. If either Party considers the event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of its Agreement may be terminated upon mutual agreement of the parties.

## **15. WAIVER**

Failure by any Party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of any provision of this Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or any other provision of this Agreement or as waiver of any right under this Agreement.

## **16. AUTHORISED REPRESENTATIVE**

- 16.1 If anything is required to be done, or any document is required to be executed under this Agreement on behalf of **GPC**, the same may be done or executed by an officer of **GPC** authorized in writing by the Director of the Rehabilitation Centre.
- 16.2 If anything is required to be done, or any document is required to be executed under this Agreement by or on behalf of **LUC**, the same may be done by any representative authorized in writing to do the same on behalf of **LUC**.

## **17. INDEMNITY**

17.1 **LUC** shall indemnify and keep indemnified the **GPC** from and against all actions, suits, claims or demands, proceedings, losses, damages, compensation, costs (legal costs), charges and expenses whatsoever to which **GPC** shall or may be or become liable in respect of or arising from;

- (i) the negligent act, error or omission on part of **LUC** in the performances of training of the academic staff ;
- (ii) any loss or damage to properties or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed by **LUC** to any person and not caused by the negligent or willful act, default or omission of the **GPC**, its agents or servants ; and
- (iii) Any loss , damage or injury from any cause whatsoever to properties or persons to the extent that the same is occasioned or contributed by the act, omission, neglect, breach or default, of **LUC** or its personnel, servants agents or employees .

17.2 **LUC** shall indemnify, protect and defend at its own costs and expenses the **GPC** and its agents and servants from and against all actions, claims and liabilities arising out of acts done by **LUC** in the performance of this Agreement including the use or violation of any copyright works or literary properties or patented inventions, articles or appliances.

## **18. VARIATION OF THE AGREEMENT**

This Agreement may, from time to time be varied by the execution of a Supplementary Agreement between the Parties if the Parties have agreed to such variation after consultation between themselves, a proposal for such variation may be initiated at the instance of either party to this Agreement. Every Supplementary Agreement shall be executed by an authorized representative of the Parties hereto.

## **19. ASSIGNMENT**

**LUC** shall not assign any of its rights, liabilities or obligations under this Agreement to any person or body without the written consent of **GPC**.

## **20. SUCCESSOR BOUND**

This Agreement shall be binding on the successors in title of the Parties.

## **21. NOTICE**

21.1 Any notice which is required by this Agreement to be given by either Party to the other shall be delivered by hand or facsimile or sent by registered post to such other Party at their respective addresses given herein below or such other addresses as may be notified in writing to the other Party. Any notice sent by hand or facsimile shall be deemed to have been served and received on the day on which it was sent, and any notice sent by registered post shall be deemed to have been served and received on the third day following the date of posting. If the day on which any notice deemed to be received fall on a Sunday or public holiday, such notice shall only be deemed to have been received on the next working day.

21.2 The notice shall be addressed to:

(a) if to the **GPC**:

**GETWELL PHYSIOTHERAPY CENTRE**  
**(1077276V)**  
**NO. 50-1, KELANA MALL, JALAN SS 6/7, 47301 PETALING JAYA,**  
**SELANGOR DARUL EHSAN.**  
**TEL & FAX: +603 - 78868265**

(b) if to **LUC**:

**LINCOLN UNIVERSITY COLLEGE**  
**WISMA LINCOLN, NO 6-18, JALAN SS6/12, KELANA JAYA, 47301 PETALING JAYA**  
**SELANGOR DARUL EHSAN, MALAYSIA**  
**TEL : 03-7806 3478 FAX: 03-7806 3479**

## **22. LAWS APPLICABLE**

This Agreement shall be governed by and construed in accordance with the Laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdictions of the courts of Malaysia.

## **23. COMPLIANCE WITH THE LAW**

**LUC** shall comply with all applicable laws and with all directions, orders, requirements and instructions given to **LUC** by any authority competent to do so under any applicable law.

## **24. STAMP DUTY AND COSTS**


The stamp duty payable in respect of this Agreement shall be borne by **LUC**.

## **25. TIME**


Time whenever mentioned shall be of the essence of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands the day and year first above written.


SIGNED for and on behalf of  
**MAXURA HEALTHCARE SDN BHD**  
**(1077276V)**

)   
) .....  
**DR. RAMESH BABU MANIVANNAN**  
**MANAGER / CHIEF CONSULTANT PHYSIOTHERAPIST**  
**MAXURA HEALTHCARE SDN BHD**


**In the presence of:**

  
.....  
**MS. ANEES SABIYA MOHAMED ANSARI**  
**(PASSPORT NO: M1063096)**  
**PHYSIOTHERAPIST - GETWELL PHYSIOTHERAPY CENTRE**

SIGNED for and on behalf of  
**ASIA PACIFIC HIGHER LEARNING**  
**SDN.BHD. (512207-D)**

)   
) .....  
**PROF. DR. AMIYA BHAUMIK**  
**(IC NO: A53710623)**  
**Deputy Vice-Chancellor (Academic)**  
**Dean, Medicine and Health Sciences**  
**Lincoln University College**

**In the presence of:**

  
.....  
**MR. RAVIKUMAR KATTA**  
**HOD, Physiotherapy**  
**Lincoln University College**