

COLLABORATIONS AND HEALTH SERVICES: REPORT ON COLLABORATION WITH HEALTH INSTITUTIONS TOWARDS SUSTAINABILITY ANNUAL REPORT

2024-2025



Lincoln University College has actively developed partnerships with a mix of private healthcare providers, national/regional medical colleges, and international academic healthcare institutions to strengthen clinical training, curriculum development, research in sustainable healthcare, and workforce readiness in medicine, dentistry, pharmacy, nursing and allied health. Key collaboration modalities include MoUs, joint conferences, student/staff exchanges, co-designed professional programmes, and industry placements — all aimed at improving health & wellbeing outcomes locally and regionally.

1. Summary of current, high-value collaborations

Regional / international academic healthcare collaborations

Lincoln University College Signs MoU with Shouzheng Innovation Foundation and Wenzhi Traditional Chinese Medicine

Lincoln University College, Malaysia entered into an agreement with Shouzheng Innovation Foundation and Wenzhi Traditional Chinese Medicine, China, to officially establish a Traditional Chinese Medicine (TCM) training center. The Memorandum of Understanding (MoU) was signed between Prof. Dr. Amiya Bhaumik, Founder & President, LUC, Malaysia and Cui Xiangrui, Director, Shouzheng Innovation Foundation and CEO, Wenzhi Traditional Chinese Medicine, China, on 23rd September, 2025.

The MoU signing was the most significant event in the “Belt and Road Acupuncture Station” Chinese Medicine Culture International Exchange Public Welfare Project.

Nanyang Medical College (China) — Academic collaboration formalized in 2025 for teaching cooperation and student exchange; supports clinical training links and shared curriculum activities.



Henan Medical College (China) — Delegation visits and relationship-building (May 2025) to expand bilateral academic and clinical activities.

On 21st May 2025, Lincoln University College, Malaysia had the honour of welcoming a distinguished delegation from Henan Medical College, China for a meaningful academic exchange and collaboration dialogue

The visit included:

A guided tour of the Wisma Lincoln laboratories

MOU for establishing Diploma in Pharmacy program for sustainable job creation.

A speech and introduction session led by the President, Prof. Dr. Amiya Bhaumik, and Prof. Ninghui Yang, Dean of the School of Pharmacy, Henan Medical College. An academic discussion following the event, focusing on future collaborative opportunities

The initiative is being steered under the guidance of our Executive Dean, Prof. Dr. Rasheed Abdulsalam, and Dean of the School of Pharmacy, Dr. Hazrina Hamid, who are paving the way for impactful academic collaboration.



We were also privileged to have the presence of:

Prof. Dr. Datin Hafizah Che Hassan
(Deputy Vice Chancellor – Academic)

Dato' (Amb) Dr. Mohd Yusoff A. Bakar
(Chief Executive Officer)

Mr. Nikmat (Registrar)

Alongside our LUC Schools, deans, lecturers, students, and the dedicated staff of Lincoln University College.

This engagement marks a promising step toward strengthening international academic networks and fostering impactful global collaborations in higher education.



Shandong First Medical University Visited Lincoln Dentistry

We hosted a delegation from Shandong First Medical University at Lincoln Dentistry. The visit provided an opportunity to share ideas and discuss possible academic collaboration in the field of dentistry. Our Dean, Prof. Dr. Rasheed Abdulsalam, welcomed the visitors and gave them a tour of our facilities. They were introduced to our clinical practices, educational setup, and current research work. The visit was a step toward building international partnerships and enhancing cooperation in dental education and healthcare. We look forward to future collaboration with Shandong First Medical University.

Other foreign collaborators and institutional recognitions — LUC maintains an active list of foreign collaborator institutions and is recognized by several foreign ministries/bodies, supporting transnational clinical education and institutional recognition (enhances graduate mobility and mutual clinical placements).



Research & convening partnerships

MoU Signing Ceremony between Lincoln University College and St. Xavier's University

ICRASH 2025 — International Conference on Recent Advancement in Sustainable Healthcare — Hosted by LUC to foster research networks and partnerships between academia, industry and healthcare providers focused on sustainable healthcare solutions and capacity building. This conference serves as a platform to initiate and formalize research collaborations in health & wellbeing.



2. Types of collaborative activities being delivered

4th International Conference on Sustainable Environment & Healthcare (ICSEH 2025)

Lincoln University College, Malaysia, in collaboration with the Dr. Tarak Nath Podder Memorial Foundation of Kolkata, India, successfully organised the 4th International Conference on Sustainable Environment & Healthcare (ICSEH 2025) on May 28, 2025, at the Dorsett Grand Subang, Malaysia.

Aligning with the “International Day of Action for Women’s Health”, the conference centered on the theme “Combating Zero Hunger & Women Empowerment”.

ICSEH 2025 served as a platform for interdisciplinary dialogue, covering a broad spectrum of topics including healthcare systems and policies, traditional medicine practices, health economics and medical ethics, environmental sciences and biodiversity etc.

The conference emphasised the importance of integrating data analytics and technological innovations in addressing environmental and healthcare challenges. It also highlighted the necessity of fostering collaborations between academia and industry to drive sustainable solutions.



Zyvia Moringa & Ginger Herbal Bath Soap Launch – From Research to Market-Ready Innovation

The School of Pharmacy & TCM at Lincoln University College proudly launched its first handmade bath soap under the ZYVIA brand — Zyvia Moringa & Ginger Herbal Bath Soap, marking a significant milestone in research-to-reality innovation. The event brought together university leadership, faculty members, and staff to celebrate this achievement.

The ceremony commenced with an inspiring address by Dr. Amiya Bhaumik, President of Lincoln University College, who joined the event virtually via Zoom, highlighting the university's commitment to innovation, research excellence, and community impact. This was followed by motivating speeches from YBhg Datuk Dr. Hajjah Bibi Florina Abdullah (Pro Chancellor) and Prof. Dr. Datin Hafizah Che Hassan (Deputy Vice Chancellor – Academic), who emphasized the importance of perseverance, teamwork, and turning academic research into real-world solutions.

The launch was guided by Assoc. Prof. Dr. Hazrina Hamid, Dean of the School of Pharmacy, whose mentorship and leadership were pivotal in the development of the soap, and supported by Deputy Dean Assoc. Prof. Dr. Sreemoy Kanti Das, faculty members, and staff across Lincoln University College. Mdm Aslin, the Registrar Mr. Nikmat, and other distinguished guests also attended, lending their encouragement and presence to the celebration.



Special congratulations were extended to Prof. Dr. Satheesh Babu Natarajan and the School of Pharmacy research team for their dedication in transforming innovative research into a consumer-ready product. The launch of ZYVIA marks a proud moment for the School of Pharmacy & TCM, showcasing the team's commitment, creativity, and collaboration.

Curriculum co-development: designing short courses and professional certificates

Benchmarking visit by Lincoln University College's Faculty of Medicine to UKM for MD Program Development

The Faculty of Medicine from Lincoln University College visited the Faculty of Medicine, Universiti Kebangsaan Malaysia (UKM) as part of an initiative to establish their Doctor of Medicine program. The Lincoln delegation included Professor Dr. Zarina Bt Awang (Dean, Faculty of Medicine), Dr. Fazna Saleem (Head of the Medical Education Unit), Professor Dr. Walid Hamwi (Deputy Dean – Clinical), Associate Prof Dr. Suriyakala (Deputy Dean – Preclinical), and Associate Prof Dr. Zariyah Mohd Zain (Head of the Community Medicine Department).

Representing UKM were Professor Dr. Norazlina Mohamed (Deputy Dean of Graduate Studies), Prof. Madya Dr. Teoh Seong Lin (Assistant Dean of Quality & Strategy), Dr. Mohammad Arif Kamarudin (Chair of the Medical Education Department), and Mrs. Raynuha Mahadevan (Chair of the Self-Development & Professionalism Unit). Also in attendance were members of the Secretariat of Graduate Studies.



During the meeting, both institutions exchanged insights on the structure of their respective Doctor of Medicine programs and explored strategies for implementation. Lincoln University College also conveyed a strong interest in establishing collaborative efforts in future research initiatives.

Student and staff exchange / academic visits: visiting delegations and formal exchange agreements with Chinese medical colleges to enable joint teaching and training.

Recognition & regulatory alignment: foreign recognitions and registrations that facilitate cross-border practice, mutual credential recognition and collaborative placements.

Sanaa University Yemen and Lincoln Academic Collaboration

Sanaa University, Yemen, and Lincoln University College, Malaysia, have formalized their academic collaboration through the signing of a Memorandum of Understanding (MoU) aimed at exchanging scientific, academic, and technical expertise to support sustainable development goals. Representing Lincoln were Prof. Dr. Amiya Bhaumik (President), Dato' (Ambassador) Dr. Mohamed Yusoff (CEO), and Prof. Dr. Rasheed Abdulsalam (Dean of International Academic Collaboration), while Sanaa University was represented by Prof. Dr. Al-Qasim Mohammad Abbas (President), Prof. Dr. Senan Ghaleb Almarhdi (Director of Central Business Administration), and Prof. Ibrahim G. H. Loqman (Vice Rector for Graduate Studies and Scientific Research).

The MoU paves the way for collaborative research across various science and technology fields, enhances student learning, and supports internationalization through shared resources and academic best practices.



Renowned Psychologist Akshara Damle Visited LUC, Malaysia to Promote Mental Wellness

The School of Social Sciences, Arts & Humanities, Lincoln University College, Malaysia hosted a special Meet and Greet event with celebrated psychologist Akshara Damle, founder of Manosamvaada and Vishisht Wellness.

Mr. Damle highlighted the mental health risks of excessive gadget use among children, including anxiety, depression, and lowered self-esteem. He shared real-life solutions, such as outdoor activity camps that help reduce screen addiction.

The interactive session also covered emotional regulation, anger management, and the role of AI in mental health care. The event was attended by faculty and students, including Prof. Dr. Manual Selvaraj Bexci, Pro Dean, School of Social Science, Arts, Psychology and Humanities and Dr. Shahnaz Sheibani, Lecturer of Psychology, LUC, Malaysia.

Improved clinical training capacity: through industry placements and hospital linkages (SELGATE, LYC).



Expanded international training pathways: via collaborations with China-based medical colleges, enabling student exchanges and joint academic activities.

Research networking & innovation in sustainable healthcare: strengthened by ICRASH 2025 and follow-up collaborative research proposals.

Sustainability of partnerships: some MoUs may be high-level goodwill agreements without concrete, resourced implementation plans (common risk if KPIs/SLAs are absent).

Geographic concentration: many recent active collaborations appear concentrated with Chinese institutions and selected Malaysian providers; broader regional diversification (ASEAN, Africa, Middle East) could improve resilience and reach.

AMSA Lincoln Health Day event – “Gut Matters: Understanding Dyspepsia and Diet in Malaysia

On Saturday, 10th May 2025, AMSA Lincoln successfully held its Health Day event, themed “Gut Matters: Understanding Dyspepsia and Diet in Malaysia” at Lecture Hall 2, Lincoln University, Lembah Sireh.

The highlight of the event was an insightful session delivered by Dr. Cheong, a gastroenterologist from HRPZ II, who discussed the prevalence, causes, and dietary factors contributing to dyspepsia in Malaysia.

A total of 41 students from Years 3, 4, and 5 attended the event, which also featured an engaging interactive quiz. Prizes were awarded to the top five participants:

1st Place: Tariq Bin Ahamad Dusuki (Y5)

2nd Place: Hasindu Erandika Ranasinghe (Y3)

3rd Place: Zulhakim Hafizi Bin Mohd Zulkefli (Y4)

4th Place: Nurul Auni Bin Kholad @ Khalid

(Y4) 5th Place: Mohamed Sofian Abudaia (Y4)

Special appreciation goes to Assoc. Prof. Fazirah, Mr. Subra, and Puan Hasbiah for their guidance and support throughout the event.



Pharmacogenomics Short Course with Alpro Pharmacy

Lincoln University College successfully hosted a Pharmacogenomics Short Course under the theme:

“Advancing the Role of Precision Medicine in Community Pharmacy: Applications of Pharmacogenomics” in collaboration with Alpro Pharmacy.

Guest Speakers:

Ph. Ng Yi Ling – Alpro Pharmacy

Dr. Jessica Kaur – Alpro Pharmacy

Dr. Nadiyah Syafiqah – Academic Contributor

We sincerely thank our distinguished speakers for sharing their valuable insights and for inspiring our students and faculty.

Together, we move forward in preparing future pharmacists for the era of precision medicine.



SHORT COURSE - 17 APRIL 2025
SCHOOL OF PHARMACY LUC

A. Measurement & transparency

Publish standardized KPIs per collaboration (for 2025 baseline): number of students placed, internships completed, joint courses launched, joint publications, funded projects, and community beneficiaries.



LINCOLN
UNIVERSITY COLLEGE
DKU016 (B)



COLLABORATIONS AND HEALTH SERVICES: REPORT ON COLLABORATION WITH HEALTH INSTITUTIONS TOWARDS SUSTAINABILITY



**SUSTAINABLE
DEVELOPMENT GOALS**
17 GOALS TO TRANSFORM OUR WORLD

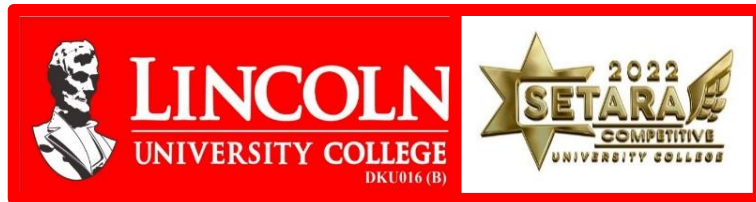


ANNUAL REPORT 2023 - 2024



Memorandum of Understanding

Between



Lincoln University College, Malaysia

And



Alfa University College, Malaysia

1. Introduction

This Memorandum of Understanding (MOU) is made between Lincoln University College, Malaysia, and Alfa University College, Malaysia (hereinafter referred to as "Parties"), with the aim of promoting **Good Health and Well-Being** in line with the United Nations' **Sustainable Development Goal 3 (SDG 3)**. The Parties intend to collaborate on projects, research, and activities that will advance health outcomes within their institutions and for the broader community.

2. Purpose

The purpose of this MOU is to establish a collaborative partnership between the Parties for the following objectives:

- Improving access to quality healthcare services and education in the region.
- Promoting community health and preventive care initiatives.
- Engaging in joint research and health innovation projects focused on communicable and non-communicable diseases.
- Strengthening the capacity of healthcare professionals through training and skill development.

3. Scope of Collaboration

The collaboration between Lincoln University College and Alfa University College shall focus on the following areas:

- **Joint Research and Innovation:** Conduct joint research projects on public health, disease prevention, and health system improvements. This may include grant applications and research publications.
- **Capacity Building:** Organize training programs, workshops, and conferences for healthcare professionals and students to improve skills in public health and well-being.
- **Health Education:** Promote awareness on health issues through community outreach programs, focusing on mental health, nutrition, and preventive healthcare.
- **Student and Faculty Exchange:** Facilitate the exchange of students, faculty, and researchers between the institutions to broaden exposure to global health challenges and best practices.
- **Public Health Campaigns:** Implement joint public health campaigns aimed at reducing health disparities and improving the overall well-being of local and regional communities.

4. Roles and Responsibilities

The responsibilities of each Party are as follows:

Lincoln University College:

- Lead research on communicable and non-communicable diseases, particularly in the Malaysian context.

- Provide access to healthcare facilities for clinical studies and internships for Alfa University College students.
- Offer training modules on healthcare technologies and telemedicine platforms.

Alfa University College:

Support research activities by providing healthcare data and resources.

- Collaborate in organizing public health outreach programs, particularly targeting underserved communities.
- Facilitate student and faculty exchanges focused on healthcare innovation and service delivery.

5. Duration and Termination

This MOU will remain in effect for a period of **five (5) years** from the date of signing, unless extended by mutual agreement. Either Party may terminate this agreement by providing written notice at least three (3) months in advance.

6. Confidentiality

The Parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged during the collaboration, unless both Parties consent to its disclosure.

7. Amendments

This MOU may be amended or modified by written consent of both Parties.

8. Dispute Resolution

In the event of any disputes arising from this MOU, the Parties agree to resolve the matter amicably through mutual discussions or mediation.

This draft MOU provides a framework for both institutions to collaborate on promoting **Good Health and Well-Being (SDG 3)** through joint research, community outreach, and capacity building activities.

9. Signatures

For Lincoln University College

Name: Prof. Dr. Amiya Bhaumik

Position: President

Signature:

Date: 22 – 01 – 2024



For Alfa University College

Name: Mr. Fairuz Bin Kamarulzaman

Position: Managing Director

Signature:

Date: 22 – 01 – 2024





LOGO

PERJANJIAN PERSEFAHAMAN

ANTARA

ASIA PACIFIC HIGHER LEARNING SDN BHD

(Company No.: 512207-D)

Owner and license holder of

LINCOLN UNIVERSITY COLLEGE

(LINCOLN)

DAN

NATURAL WELLNESS SDN BHD

(Company No. 531940-D)

("NW")

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

NW SDN BHD (Nombor pendaftaran :531940-D) sebuah syarikat farmaseutikal di alamat No : 78, Jalan Kilang Midah, Taman Midah, 56000 Cheras, Kuala Lumpur. (selepas ini dirujuk sebagai "NW"), di satu pihak yang lain.

KOLEJ UNIVERSITI LINCOLN dan NW 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. NW adalah sebuah syarikat farmaseutikal
 - i. Pihak KUL akan menghantar pelajar untuk Latihan praktikal kepada NW
 - ii. Menawarkan juga kemudahan Latihan, Fasiliti dan Pengiklanan yang dipersetujui bersama oleh kedua-dua pihak.

- C. Berikutan perbincangan antara KUL dan NW, 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 NW 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 NW dalam penggunaan dan akses kemudahan dan sumber NW yang ada untuk pengalaman klinikal, latihan praktikal untuk pelajar NW 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 kapisiti 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 NW 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 keempunyaann 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 kewajiban 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 NW. 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 Intelekt (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 NW, 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))

DITANDATANGANI OLEH

untuk dan bagi pihak



NATURAL WELLNESS SDN BHD
(Nombor pendaftaran: 531940-D)

NATURAL WELLNESS INDUSTRIES SDN. BHD
78 Jalan Kilang Midah, Taman Midah,
56000 Cheras, Kuala Lumpur
Tel : 603-9171 5329
Fax : 603-9171 4073

.....

Tarikh :

.....

Tarikh :

AGREEMENT ON COOPERATION

BETWEEN

CHANGCHUN UNIVERSITY OF CHINESE MEDICINE
The People's Republic of China

AND

LINCOLN UNIVERSITY COLLEGE
Malaysia

Party A: Changchun University of Chinese Medicine of The People's Republic of China
(Hereinafter referred to as Party A)

Party B: Lincoln University College of Malaysia
(Hereinafter referred to as Party B)

1. Purpose

Party A and Party B, in the principles of mutual trust, mutual understanding, equality and mutual benefit hereby agrees to cooperate in order to improve the level of two institutions in the general areas of education and teaching; scientific research and academic exchanges; and program cooperation and other aspects, hereby agreed to conclude the mutually beneficial agreement of cooperation and friendship.

2. Issues

(I) Areas of collaboration and exchange

- Exchange between teaching staffs.
- Exchange between students and mutual recognition of credits transfer.
- Sharing of academic information, academic plans, publications and other information.
- Joint training of masters and doctors in designated majors.
- Initiate other collaborations and exchanges between the two institutions.

(II) Exchange and Cooperation Projects

- Party A provides Party B with more than 5 exchange students per academic year, no limit to major and grade, and no tuition fees during the exchange study period. Accommodation, insurance, visa fees and other expenses shall be borne by the students themselves. (For Muslim students, there must be corresponding accommodation and food arrangements)
- Party B provides Party A with more than 5 exchange students per academic year, no limit to major and grade, and no tuition fees during the exchange study period. Accommodation, insurance, visa fees and other expenses shall be borne by the students themselves. (For Muslim students, there must be corresponding accommodation and food arrangements)

(III) Establish A Joint Graduate School

- The two parties shall establish a joint graduate school to jointly train designated master and doctoral disciplines. The two parties shall discuss the specific training plan and formulate cooperation agreement accordingly.

3. Modifications and Changes of the Agreement

- (I) The amendment of agreement must be negotiated by both sides and shall be conducted in writing.
- (II) The matter not covered in the agreement shall be resolved through consultation between the two institutions. And the two institutions may discuss the specific content and sign the corresponding agreement, which shall have the same legal effect as this Agreement.

4. The Validity Period of the Agreement

The term of the validity of the agreement is **Five (5) years**, which is effective from the date of signature. The term of this agreement shall be automatically renewed without written notice of termination.

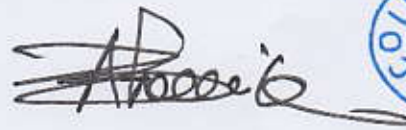
5. Other Terms

The agreement is available in both Chinese and English texts, each of which is in duplicate and has the same legal effect. Each of the two texts shall be held in one copy by either party.

**Changchun University of Chinese
Medicine
The People's Republic of China
Legal representative:**

Lincoln University college Malaysia

Legal representative:



**Dr Amiya Bhaumik
(President)**

Date:

Date: 19 NOV 2020

中 国 · 长 春 中 医 药 大 学 马 来 西 亚 · 林 肯 大 学 学 院 合作协议

甲方：中国长春中医药大学 (以下称甲方)

乙方：马来西亚林肯大学学院 (以下称乙方)

第 一 条 目 的

甲方与乙方在相互信赖，相互理解，平等互惠的原则下，为进一步提高两校在教育教学、科学研究及学术交流合作等方面的水平，一致同意缔结友好合作协议书。

第 二 条 合 作 事 项

1. 合作交流领域

- 1.1 教师间的交流；
- 1.2 学生间的交流与学分互认；
- 1.3 相关学术资料、专业教学计划、信息及出版物的共享；
- 1.4 联合培养指定专业的硕士和博士研究生；
- 1.5 开展双方共同关切的交流与合作项目。

2. 交流与合作项目

2.1 甲方向乙方每学年提供不少于 5 人的学生交流生名额，不限专业和年级，交流学习期间不收取学费。食宿费、保险、签证费等费用由学生本人承担。（对于穆斯林的学生学校要有相对应的住宿以及饮食的安排）；

2.2 乙方向甲方每学年提供不少于 5 人的学生交流生名额，不限专业和年级，交流学习期间不收取学费。食宿费用，保险，签证等费用由学生本人承担（对于穆斯林的学生学校要有相对应的住宿以及饮食的安排）。

3.建立联合研究生院

甲乙双方建立联合研究生院，联合培养指定专业的硕士生和博士生。具体培养方案、培养计划双方根据实际情况另行商议并制定合作协议。

第三条 协议书的修改及变更

1. 本协议书的修改及变更必须经双方协商，以书面形式进行；
2. 本协议未尽事宜双方协商解决，也可另签补充协议，补充协议与本协议具有同等法律效力。

第四条 协议书的有效期限

本协议书的有效期为 5 年，自签字之日起生效。如无终止书面函告，协议期限自动延续。

第五条 其他事项

本协议书有中文和英文两种文本，每种文本一式两份，具有同等法律效力，双方每种文本各持一份。

甲方（盖章）：中国长春中医药
大学

乙方（盖章）： 马来西亚
林肯大学学院

法定代表人：

法定代表人：

年 月 日



Dr Amiya Bhaumik

President

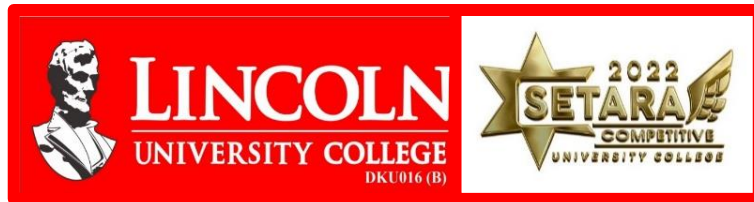
年 月 日



19 NOV 2020

Memorandum of Understanding

Between



Lincoln University College, Malaysia

And

Lincoln Impact Foundation

1. Introduction

This Memorandum of Understanding (MOU) is made between Lincoln University College, Malaysia, and Lincoln Impact Foundation, a Non-Governmental Association (hereinafter referred to as "Parties"). The purpose of this MOU is to establish a collaboration to deliver health outreach programs in the local community to promote **Good Health and Well-Being**, as aligned with **United Nations Sustainable Development Goal 3 (SDG 3)**.

2. Purpose

The primary objective of this MOU is to collaboratively design, develop, and implement health outreach programs aimed at improving the health and well-being of local communities. This partnership will promote awareness on key health issues, support preventive care, and provide access to vital health resources.

3. Scope of Collaboration

The Parties will collaborate in the following areas to promote health and well-being:

- **Health and Hygiene Education:** Develop educational programs on hygiene, sanitation, and preventive health measures. The aim is to reduce the incidence of diseases through improved community practices.
- **Nutrition and Family Planning:** Provide outreach programs focused on maternal health, family planning, nutrition education, and reducing malnutrition, particularly targeting underserved communities.
- **Sports and Exercise:** Promote physical activity and exercise programs through community events, encouraging healthy lifestyles for all age groups.
- **Aging Well:** Conduct outreach programs addressing the health and well-being of the elderly, focusing on chronic disease prevention, mental health, and physical fitness.
- **Student Volunteering Programs:** Engage students from Lincoln University College in volunteering activities, offering them opportunities to contribute to community health initiatives while gaining practical experience.

4. Roles and Responsibilities

The specific roles and responsibilities of each Party are outlined as follows:

Lincoln University College:

- **Provide Student Volunteers:** Facilitate student involvement in health outreach programs, allowing them to volunteer for hygiene awareness campaigns, nutrition workshops, and sports activities.
- **Develop Educational Materials:** Work with health professionals to create culturally appropriate health education materials on nutrition, family planning, hygiene, and physical well-being.
- **Offer Expertise and Training:** Provide healthcare professionals and public health experts to conduct training workshops for community health workers and volunteers.

- **Monitor and Evaluate:** Conduct monitoring and evaluation of the impact of health outreach programs and share findings with Lincoln Impact Foundation for continuous improvement.

Lincoln Impact Foundation:

- **Organize and Facilitate Outreach Programs:** Implement health outreach initiatives in local communities, leveraging the support of volunteers and public health experts from Lincoln University College.
- **Community Engagement:** Engage local community leaders and organizations to promote participation in health programs related to hygiene, nutrition, family planning, and aging well.
- **Provide Resources:** Supply necessary resources such as educational materials, venues, and logistical support for conducting outreach programs.
- **Report Program Outcomes:** Share data on community engagement and health outcomes with Lincoln University College to facilitate joint reporting on the impact of the initiatives.

5. Health Outreach Activities

Outlined below are the types of health outreach activities that the collaboration will focus on:

- **Hygiene and Sanitation Workshops:** Conduct workshops focused on personal hygiene, sanitation, and clean water practices to prevent the spread of diseases.
- **Nutrition Education Campaigns:** Organize community-based nutrition programs that address dietary needs and healthy eating habits for children, pregnant women, and the elderly.
- **Family Planning and Reproductive Health:** Provide counseling and resources for family planning and reproductive health, empowering communities with knowledge on safe motherhood and maternal care.
- **Sports and Physical Fitness:** Host regular community events such as sports days, fitness camps, and exercise programs to promote physical well-being and prevent lifestyle diseases.
- **Healthy Aging Initiatives:** Develop programs focused on promoting physical activity, mental health, and social engagement for elderly populations.

6. Duration and Termination

This MOU will remain in effect for a period of **three (3) years** from the date of signing, unless extended by mutual agreement of both Parties. Either Party may terminate this agreement by providing written notice at least ninety (90) days in advance.

7. Confidentiality

The Parties agree to keep confidential any proprietary information exchanged during the course of collaboration, unless both Parties provide consent for its disclosure.

8. Dispute Resolution

In the event of any disputes arising out of or in connection with this MOU, the Parties agree to resolve the issue through friendly consultation or mediation.

This MOU establishes a collaborative framework to promote **Good Health and Well-Being (SDG 3)** through health outreach programs, community engagement, and student volunteering activities. Both institutions aim to improve public health outcomes and contribute to sustainable health practices within local communities.

9. Signatures

For Lincoln University College

Name: Prof. Dr. Amiya Bhaumik

Position: President

Signature:

Date: 16 – 07 – 2024



For Lincoln Impact Foundation

Name: Mr. Abduljellil Halilu

Position: Director

Signature:

Date: 16 – 07 – 2024

A handwritten signature in black ink, consisting of stylized initials and a surname.

AGREEMENT OF FRIENDSHIP AND COOPERATION
BETWEEN
LINCOLN UNIVERSITY COLLEGE
AND
KARNAVATI UNIVERSITY

- a. Lincoln University College (LUC) and Karnavati University (“KU”) agree to establish ties of friendship and cooperation for the purpose of promoting mutual understanding and academic, cultural, and personnel exchange.
- b. The universities agree to consult on the possibilities of the exchange of teaching and research personnel and students, as well as books, research, and reference materials.
- c. Exchanges will be limited to students, faculty, and staff members from Lincoln University College and KU. The focus and length of all exchanges will be agreed upon by the partner institutions in advance.
- d. When the discussion and activities contemplated by this Agreement of Friendship and Cooperation have progressed to the point that specific details of a proposed exchange between the universities have been identified and agreed upon, the universities will enter into an implementation plan that will identify, among other things, the personnel and/or materials involved, the duration of the exchange and the source of funding that has been committed to supporting the exchange. The parties may enter into a single implementation plan or a series of implementation plans, depending on the nature of the proposed exchange(s). The parties acknowledge and agree that as they move to the development of an implementation plan, the following issues must be addressed in that plan:
- e. As noted above, the personnel and/or materials (books, research, reference materials, and health insurance).
 - i. Provision by the host university of study and research privileges to the Mobility of faculty, students, and staff that are equivalent to their counterparts at the host university
 - ii. Clear statements that the mobility of faculty, students, and staff are expected to study and work according to their own plan for professional improvement and research and that they must abide by the laws of the host country and the rules and regulations of the host university.
 - iii. Specific arrangements for special facilities, laboratories, and the like.
 - iv. Identification of the approvals that will be required from each university, including, as a first step, approval by the department at the host institution. Listed below are two other examples of internal approvals that must be obtained for implementation plans:
 1. Implementation plans involving the mobility of students in either direction must have prior approval from the designated authorities at each institution.
 2. All implementation plans must be reviewed by the designated authorities at each institution.

- f. This Agreement of Friendship and Cooperation becomes effective when signed by the representatives of the two universities. This Agreement shall remain in effect for a period of five years from the date of the last signature on the document (the "Anniversary Date") unless either university provides the other written notice of its intention to discontinue no less than one year in advance of the then-current Anniversary Date.
- g. This Agreement may be renewed after the term of expiry in consultation with both parties. The agreement will be renewed for a further period of three years or any such period as agreed by the parties.
- h. This Agreement of Friendship and Cooperation may be amended or revised by the two universities after consultation and mutual agreement. Any issues not mentioned in this agreement may be resolved through mutual agreement.
- i. This Agreement of Friendship and Cooperation will be construed as statements of intent to foster genuine and mutually beneficial academic collaboration.

IN WITNESS WHERE OF, both the parties do hereby sign this Agreement in duplicate:



Mr. Rahul Bhandari
Director- International Affairs,
Karnavati University

Dated: 24th May, 2021



Prof. Dr. Amiya Bhaumik
President
Lincoln University College

Dated: 24th May, 2021





**MEMORANDUM OF UNDERSTANDING
BETWEEN
DALIAN MEDICAL UNIVERSITY, P.R.C
AND
LINCOLN UNIVERSITY COLLEGE, M.A.S**

This is a Memorandum of Understanding (hereinafter referred to as "MoU") between Dalian Medical University, P.R.C (hereinafter referred to as "DMU") and Lincoln University College, M.A.S. (hereinafter referred to as "LUC"). The spirit of this MoU is intended to establish a sister school relationship, greater cooperation and durable friendship between the two parties. The following cooperation intentions are reached through negotiation between the two parties:

SCOPE OF COOPERATIONS

Any project that can help the innovation and development of the two parties. The premise is that both institutions fully recognized that cooperation projects between DMU and LUC would be beneficial to both parties and are both necessary and feasible.

The two parties will cooperate in the following activities, but are not limited to:

- a. Exchange of institution students
- b. Exchanges of institution faculty and professional staff members
- c. Joint research activities and publication of academic journals
- d. Exchange of institution personnel to participate in academic conferences or seminars held by the other party
- e. Exchange of academic information and news
- f. Project cooperation in undergraduate programs
- g. Project cooperation in graduate programs

Expenses (round-trip airfare, boarding fees, research funding, insurance, etc.), associated with the exchange of institute members shall be borne by the sending party. If it is to be undertaken or shared by the receiving party, it shall be agreed upon by both parties beforehand.

Any specific cooperation within the framework of this MoU shall be agreed upon in advance by both parties and signed by both parties in the writing document. Any signing of any project agreement with will be deemed to be an annex to this MoU. The two parties shall each appoint a person of contact to promote and coordinate the specific activities and projects that have been agreed upon.

Update, Terminate and Amend

The MoU shall be effective and valid for five years from the date of the last signature. If either party proposes to terminate the cooperation within the validity period, it must notify the other party in writing six months in advance. If amendments or additions are required, they must be signed in writing and annexed to this memorandum of cooperation.

DALIAN MEDICAL UNIVERSITY

LINCOLN UNIVERSITYYY COLLEGE

Signatory

Signatory

For DALIAN MEDICAL UNIVERSITY

For LINCOLN UNIVERSITYYY COLLEGE



Xu, Yinghui

Dr Amiya Bhaumik

President

President

Date: 10 / 20 / 2020

Date: 10 / 20 / 2020



中国·大连医科大学与马来西亚·林肯大学学院

合作备忘录

中国大连医科大学与马来西亚林肯大学学院拟建立姊妹校关系/合作关系，经双方协商达成以下合作意向：

合作的范围

能够为两校创新发展提供助力的任何项目。前提是双方都有需要且具备可行性，并且项目的开展将有助于促进和发展两校之间的合作关系。

双方将在以下方面进行合作：

- a. 交流生的互派交流
- b. 教职员工的互派交流
- c. 共同开展科研活动和出版学术刊物
- d. 互派人员参加对方举办的学术报告会或研讨会
- e. 学术资料和信息交流
- f. 特定的本科层次合作办学项目
- g. 提供硕士合作项目

互派人员交流所涉及的相关经费（例如来回机票、膳宿费、研修费及保险等）原则上由派出学校及交流人员自行承担，若需要由接受学校承担或分担，应由双方事前商定。

此合作备忘录框架内的任何特定合作行为均须经双方事先商讨达成一致并以书面协议形式确定，有关上述任何项目协议的签订都将视为本合作备忘录的附件。双方应各指派一名联络员负责推进和协调已商定的具体活动和项目。

更新、终止和修订

此合作备忘录的有效期限自最终签字之日起 5 年内有效。任何一方在有效期内提出终止合作，需提前 6 个月以书面形式通知另一方。如需修订或增补，须双方协商后以书面形式签订并作为此合作备忘录的附件。

中国·大连医科大学

签署人



校长：徐英辉

马来西亚·林肯大学学院

签署人



校长：Dr Amiya Bhaumik

日期：2020/10/20

日期：2020/10/20

MEMORANDUM

**OF
understanding
(MOU)**

BETWEEN

LINCOLN UNIVERSITY COLLEGE,

MALAYSIA

AND

**EINSTEIN NAKHODA INSTITUTE OF
MEDICINE & HEALTH SCIENCE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU” or “Agreement”) is entered into this 08 day of February 2021

BETWEEN

LINCOLN UNIVERSITY COLLEGE, one of the premier private institutions of higher education approved by the Ministry of Higher Education and Malaysian Qualifications Agency (MQA- National Accreditation Board) established in the year 2002 and upgraded in the year 2011, having its registered address and Main Campus at Wisma Lincoln, No. 12-18, Jalan SS 6/12, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia (hereinafter referred to as “LUC”) on the one part;

AND

Einstein Nakhoda Institute of Medicine & Health Science, BRUNEI with an expressed objective of undertaking Health Science education that includes medicine etc. and research studies in Brunei (hereinafter referred to as “ENIOMAHS (SISTER COMPANY)”) on the other part.

LUC and ENIOMAHS (SISTER COMPANY) when referred collectively shall be known as the “Parties” collectively or the “Party” when referred to individually.

WHEREAS:

- A. LUC is a medical university private institution operating in the jurisdiction of Malaysia and is associate members of International Association Universities (IAU) UNESCO, PARIS, and member of Association of Commonwealth Universities (ACU), London, UK. LUC has ranked 80th under Times Higher Education (Impact Ranking 2020: Quality Education), LUC has also ranked 351 under QS world ranking (Asia Region)



- B. ENIOMAHS (SISTER COMPANY) is a company incorporated in Brunei Darussalam under Company Act, laws of Brunei Darussalam and is in the business of setting up a private medical university in the jurisdiction of Brunei Darussalam.
- ENIOMAHS (SISTER COMPANY) has no prior experiences of education and education related work
- C. LUC and ENIOMAHS (SISTER COMPANY) intends to work together and to establish a private medical university in Brunei Darussalam and registered under ENIOMAHS (SISTER COMPANY).
- D. This MOU serves as a prelude to establish issues of interests and to lay down foundation for subsequent Joint Venture Agreement.

AGENDA 1

ENIOMAHS (SISTER COMPANY)'S UNIVERSITY BUILDING , FINANCE AND SPECIFICATIONS.

- 1.1 ENIOMAHS shall identify a building that shall be used as ENIOMAHS (SISTER COMPANY)'s Medical and Health Science University in Brunei Darussalam. ENIOMAHS will run through ENIOMAHS (SISTER COMPANY) for the business associated with Joint venture with LUC, shall agree to let 5% of share to LUC as substitutes of franchise fee for the good will brand, curriculum , intellectual property , visual digital online resources for learning purposes and consultancy for setting up institutional collaboration in Brunei and utilization of its worldwide network (subject to further negotiation and consideration). Once approved and fully registered, the LUC and ENIOMAHS (SISTER COMPANY) shall proceed on stated at agenda clause 2.3.



1.2 ENIOMAHS (SISTER COMPANY) Brunei shall pay to Lincoln University College in Malaysia as a royalty fee of a minimum 12% to 20% of student tuition fees. This shall be based on year of running (subject to further negotiation and consideration), as followed;

- First year -12%
- Second years -15%
- Third years onwards -20%

LUC shall agree to contribute foreign student as their commitment on ENIOMAHS (SISTER COMPANY)

1.3 All payment to LUC should be free from TAX / VAT and or Bank charges

1.4 No operation cost in Brunei or Brunei related expenses will be born by LUC Malaysia and viceversa to ENIOMAHS (SISTER COMPANY)

1.5 The details operational specification and set up will be drawn upon approval from the appropriate government agencies in Brunei Darussalam subject to mutual agreement between LUC and ENIOMAHS (SISTER COMPANY).

AGENDA 2

SUBMISSION AND APPROVAL OF THE SELECTED CURRICULUM.

- 2.1 LUC to submit to ENIOMAHS (SISTER COMPANY) the complete modules, curriculums, accreditations and up-to-date requirements by the Malaysian Qualification Agency, students' time-table and schedules and lecturers' profiles and qualifications for locals and expatriates for the ongoing submission by ENIOMAHS (SISTER COMPANY) to the Ministry of Health, Brunei Darussalam for their endorsement and approval.
- 2.2 Once the complete modules, curriculums, accreditations and up-to-date requirements by the Malaysian Qualification Agency, students' time-table and schedules and lecturers' profiles are approved by Ministry of Health, Brunei Darussalam, ENIOMAHS (SISTER COMPANY) shall proceed with the official registration by the Ministry of Education, Brunei Darussalam.
- 2.3 Once the registration is completed, LUC and ENIOMAHS (SISTER COMPANY) shall proceed to enter and sign the Joint Venture Agreement.



- 2.4 LUC shall advice and provide to ENIOMAHS (SISTER COMPANY) the details on the Examinations, Tests and Assignments criteria and evaluation for ENIOMAHS (SISTER COMPANY)'s submission to the Ministry of Health and the Ministry of Education, Brunei Darussalam. LUC is also to advice and provide ENIOMAHS (SISTER COMPANY) with the standard LUC's grading and assessment. This include students' entry requirements for the specific programmes.
- 2.5 LUC's will assist sister company of ENIOMAHS (SISTER COMPANY) for recruitment of lecturer and consultant as required. As the rate of employment will be follow the local rate or equibalance to LUC's rate. ENIOMAHS (SISTER COMPANY) have a right to employ or not to if the rate of salary is not matching and agreeable by the management (Subject for further negotiation and consideration).

AGENDA 3

Fees, Costs, Profits and Payments

- 3.1 Once approved and fully registered, the LUC and ENIOMAHS (SISTER COMPANY) shall proceed on stated at agenda clause 1.2 & 1.3

AGENDA 4

DURATION OF THIS MOU

- 4.1 Duration of this MOU shall be valid for 10 years and subject to renewal and subject to ENIOMAHS (SISTER COMPANY) obtaining the necessary approvals from the Ministry of Health and the Ministry of Education, Brunei Darussalam and other Government's agencies in Brunei Darussalam.

AGENDA 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 This MOU is not binding upon the parties hereto. However, LUC agrees to honour this MOU that throughout the duration of this MOU, LUC shall not engage, negotiate and/or enter into any agreement with another partner or interested companies in the

Two handwritten signatures are present in the bottom right corner of the page. The signature on the left is written in dark ink and appears to be 'Hms'. The signature on the right is written in a lighter ink and appears to be 'sh'.

jurisdiction of Brunei Darussalam which intend to do the same line of business as ENIOMAHHS (SISTER COMPANY).

- 5.2 ENIOMAHHS (SISTER COMPANY) agrees to honor this MOU that they will not use any of LUC's intellectual property for any other purposes . Upon obtaining approval from Brunei government, if ENIOMAHHS (SISTER COMPANY) decides not to proceed with the project then ENIOMAHHS (SISTER COMPANY) will pay a lump sum of BND 1 million Brunei dollar) to LUC

'This is reasonable of Brunei Darussalam Possible population and Return of investment value. Hence LUC's Should be able to protect ENIOMAHHS (SISTER COMPANY) by contributing opinion on security of Business.'



AGENDA 6

CONFIDENTIALITY

- 6.1 All information and/or data in the course of this MOU, negotiations and transactions shall be treated as strictly confidential or class as commercial-in-confidence and shall not be under any circumstances be divulged by LUC and ENIOMAHS (SISTER COMPANY) without prior written consent from each other.

AGENDA 7

EXCLUSIVITY AND INTELLECTUAL PROPERTY

- 7.1 All documents under clause Agenda 2 will have exclusive copyright and all other intellectual property rights are at all times belong to Lincoln University College Malaysia .
- 7.2 All the business proposal that produce by ENIOMAHS (Sister company) or business planning by both parties (LUC's and ENIOMAHS (Sister company)) are all times belong to ENIOMAHS (Sister company) Brunei

AGENDA 8

NO TERMINATION

- 8.1 There shall be no termination by LUC and ENIOMAHS (SISTER COMPANY). Where the termination is inevitable or due to force majeure or due to circumstances beyond the control of both parties or that the approval from the Governments' agencies in Brunei Darussalam is not possible and after several attempts are disapproved, LUC or ENIOMAHS (SISTER COMPANY) may terminate this MOU in writing.

AGENDA 9

LEGAL FEES

- 9.1 Each Party shall bear their own costs.

Two handwritten signatures are present in the bottom right corner of the page. The signature on the left is written in dark ink and appears to be 'Hms'. The signature on the right is written in black ink and appears to be 'sul'.

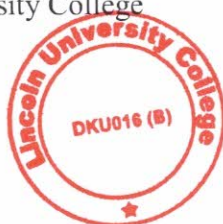
IN WITNESS WHEREOF, the Parties hereto, being fully authorised, have entered into this Memorandum of Understanding with the intent that it is effective as of the date signed by each party.

SIGNED for and on Behalf of
LINCOLN UNIVERSITY COLLEGE
MALAYSIA (LUC)

SIGNED for and on behalf of
EINSTEIN NAKHODA INSTITUTE
OF MEDICINE & HEALTH SCIENCE
BRUNEI


12/04/2021
(Datuk Dr. Hjh Bibi Florina Binti Abdullah)
Pro-Chancellor

Lincoln University College



Witnessed by ,



Prof. Dr. Amiya Bhaumik
President
Lincoln University College


09/02/2021
(Noorhazny Bin Abdul Sani)
Managing Director
Einstein Nakhoda Institute Of
Medicine & Health science

Witnesses by ,

Dr Hj Mohd Yusni Bin Hj Md Yassin
Director of Medicine
Einstein Nakhoda Institute of
Medicine & Health Science



MEMORANDUM OF AGREEMENT

BETWEEN

ASIA PACIFIC HIGHER LEARNING SDN. BHD.

(Company No: 512207-D)

LINCOLN UNIVERSITY COLLEGE (LUC)

AND

**FATHER MULLER HOMOEOPATHIC MEDICAL
COLLEGE & HOSPITAL**

(UNIT OF FATHER MULLER CHARITABLE INSTITUTIONS)

(Accredited by NAAC with 'A' Grade)

DERALAKATTE, MANGALURU, INDIA

DATE: 21 FEBRUARY 2024

**MEMORANDUM OF AGREEMENT (MOA)
FOR TEACHING AND TRAINING OF
HOMEOPATHY STUDENTS OF
LINCOLN UNIVERSITY COLLEGE
AT FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL,
MANGALURU**

THIS AGREEMENT is made on 21st of February, 2024

BETWEEN

ASIA PACIFIC HIGHER LEARNING SDN. BHD. (Company No: 512207-D)
incorporated in Malaysia having its registered address at 12-18, Jalan SS6/12 off
Jalan Perbandaran,, 47301 Petaling Jaya, Selangor wholly owns “**LINCOLN
UNIVERSITY COLLEGE**”, of the one part;

AND

**FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
(UNIT OF FATHER MULLER CHARITABLE INSTITUTIONS) (Accredited
by NAAC with 'A' Grade)** an educational institution incorporated in India having
its principal address at University Road, Deralakatte,
Mangaluru - 575 018, Karnataka, INDIA of the other part.

WHEREAS

- A. **LINCOLN UNIVERSITY COLLEGE** manages a higher education institution (hereinafter referred to as “**LINCOLN UNIVERSITY COLLEGE**”)
- B. **FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL** owns and manages a private Homoeopathic Medical College and Hospital (hereinafter referred to as “**FMHMC&H**”).
- C. **LINCOLN UNIVERSITY COLLEGE** intends to train Homeopathy student (hereinafter referred to as Students). The duration of the Course (Bachelor of Homeopathic Medical Science, BHMS) is 4 or 5 years depending on the year of intake.
- D. **LINCOLN UNIVERSITY COLLEGE** desires to make use of the facilities, equipment, and services of **FMHMC&H** (hereinafter referred to as “the Facilities”) to the extent allowed under this MOA for the purpose of teaching and training of Students pursuing the Homeopathy Course at **LINCOLN UNIVERSITY COLLEGE** (hereinafter referred to as “Students”) and **FMHMC&H** has agreed to provide the Facilities to **LINCOLN UNIVERSITY COLLEGE** on the terms and conditions as hereinafter contained.



NOW THEREFORE IT IS AGREED as follows:

1. SCOPE OF THE AGREEMENT

- 1.1 LINCOLN UNIVERSITY COLLEGE shall be allowed to use the Facilities of FMHMC&H to the extent allowed under this Agreement for the purpose of the teaching and training of Students.
- 1.2 The teaching and training of Students shall involve standard bedside manner and clinical skills as practiced in FMHMC&H.
- 1.3 A Supervisor or Clinical Instructor (hereinafter referred to as "CI") shall be appointed by FMHMC&H for the purposes of assisting the Clinic/Hospital to arrange the schedule of the said clinical attachment, monitor the teaching activities and overall manage Students and their attendances.

2. DURATION

- 2.1 This Agreement shall remain in force for a period of three (3) years from the date of execution of this Agreement and shall automatically be renewed for another period of two (2) years unless sooner terminated in the manner hereinafter provided.

3. CONSIDERATION

- 3.1 Upon LINCOLN UNIVERSITY COLLEGE's fulfillment of the terms and conditions outlined in this Agreement, students shall be self-financing. In acknowledgment of their utilization of the facilities, they commit to remit the internship expenses to FMHMC&H, in accordance with the specifications set by FMHMC&H.

4. OBLIGATIONS AND UNDERTAKINGS OF LINCOLN UNIVERSITY COLLEGE

- 4.1 The schedule of the teaching and training programme of Students referred to in this Agreement shall be discussed and agreed upon from time to time between FMHMC&H and LINCOLN UNIVERSITY COLLEGE.
- 4.2 LINCOLN UNIVERSITY COLLEGE shall ensure that its Students who have access to the premises or Facilities of FMHMC&H observe, obey and comply with all orders, instructions, directives, rules, regulations and other requirements, whether given orally or in writing by FMHMC&H and the code of conduct as stipulated in Appendix A.
- 4.3 LINCOLN UNIVERSITY COLLEGE shall ensure that its Students shall not divulge to any unauthorised person nor deal with any information in any manner whatsoever with respect to patients' information and affairs of FMHMC&H including but not limited to medical records and information as to any order, instruction or directive as referred to in Clause 4.2, except for the purpose of carrying out any obligation under this Agreement.



4.4 If there is any damage or loss of any property of FMHMC&H which is directly or indirectly caused by Students of LINCOLN UNIVERSITY COLLEGE, LINCOLN UNIVERSITY COLLEGE shall be liable to compensate FMHMC&H for such damage or loss by meeting the reasonable cost of repair or replacement of the property which is lost, damaged or otherwise, howsoever as may be mutually agreed between FMHMC&H and LINCOLN UNIVERSITY COLLEGE.

4.5 LINCOLN UNIVERSITY COLLEGE shall at all times during the period of this Agreement maintain adequate insurance to cover its Students' liability arising from their acts, errors, omission, or inaction, or the happening of any contingency in their use of the Facilities, whilst carrying out services and during their presence in the premises of FMHMC&H as stipulated in Appendix A.

5. USE OF THE FACILITIES

5.1 In giving services in FMHMC&H, the CI shall ensure that Students identify themselves as Students and obtain patients' permission before performing any services on the patient. LINCOLN UNIVERSITY COLLEGE shall ensure that Students shall not at any time give the impression to the patient that they are qualified personnel.

5.2 If the service of any subordinate staff of FMHMC&H is required, the Students shall make his/her request to the respective head of department of FMHMC&H who shall then direct the subordinate staff accordingly.

5.3 FMHMC&H shall not be liable for any injury, loss or damage or cost of a civil nature occasioned to any patient or other person solely in consequence of any act, error, omission, or inaction in the services performed by Students.

6. TERMINATION

6.1 If LINCOLN UNIVERSITY COLLEGE 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 a notice of such breach being given in writing, or within such longer period as may be specified in the notification to LINCOLN UNIVERSITY COLLEGE by FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL may terminate this Agreement by notice in writing to LINCOLN UNIVERSITY COLLEGE with effect from such date as may be specified in the notice and the date shall be not less than three (3) months from the date of the notice.

6.2 In the event FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL commits a breach or does not comply with any of the provisions of this Agreement, LINCOLN UNIVERSITY COLLEGE may notify FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL of the non-compliance, whereupon FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL shall secure its compliance within thirty (30) days of the receipt of the notification or within such longer period as may be specified



in the notification and agreed upon between FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL and LINCOLN UNIVERSITY COLLEGE.

- 6.3 FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL or LINCOLN UNIVERSITY COLLEGE & HOSPITAL may terminate this Agreement by giving the other party not less than *three (3) months'* notice in writing without assigning any reason whatsoever and such termination shall be with effect from such date as may be specified in the notice being in any case, not less than a period of one (1) year. Despite the termination, Students who have commenced the teaching and training at FMHMC&H shall be allowed to continue their training at FMHMC&H until they have completed their course of study, in which event, the terms and conditions of the Agreement shall continue in full force between the parties herein.

7. CONSEQUENCES OF TERMINATION

- 7.1 Save as provided in Clause 14, neither party shall have any claim against each other if this Agreement is terminated in accordance with Clause 6.
- 7.2 Upon the termination of this Agreement under Clause 6, LINCOLN UNIVERSITY COLLEGE shall remove from FMHMC&H all its moveable properties including equipment, partitions and fixtures, if any, which shall be affected without causing any damage of any description to any building or other structure, or otherwise howsoever, and shall be completed on or before the date of the termination of this Agreement. If there is any damage, LINCOLN UNIVERSITY COLLEGE shall pay for the damages before or on completion of such removal.

8. CONFIDENTIALITY

- 8.1 Both parties 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, or any confidential document or information disclosed to them for the purpose of this Agreement or cause to be made any press statement or otherwise relating to this Agreement or publish or cause to be published any material whatsoever relating to this Agreement without prior written approval of the other party. In the event of termination of this Agreement, the parties agree that the provision of this Clause shall continue to apply.

9. DATA PROTECTION

- 9.1 Notwithstanding any other provision of this Agreement, in performing its rights and obligations under this Agreement, each party, to the extent necessary, shall at all times comply with the privacy and data protection laws of Malaysia. No personal data received from the other party to this Agreement will be divulged to any third party without the prior written approval of the party or individual to whom such personal data belongs.



10. FORCE MAJEURE

- 10.1 Neither FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL nor LINCOLN UNIVERSITY COLLEGE & HOSPITAL 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 it) as a result of the occurrence of an Event of Force Majeure.

An "Event of Force Majeure" shall include: -

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies;
- (b) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
- (c) natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
- (d) nuclear explosion, radioactive or chemical contamination or radiation;
- (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- (f) riot, commotion or disorder, unless solely restricted to employees of LINCOLN UNIVERSITY COLLEGE or FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL (as applicable) or its personnel, servants or agents;
- (g) epidemic/pandemic outbreak of infectious disease in India; and
- (h) any change in governmental/accreditation/regulatory policy in relation to the course rendering the running of the course in accordance with the terms and conditions of this agreement inexpedient for either party.

- 10.2 If an 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) (hereinafter referred to as the "Affected Party"), the Affected Party shall inform the other party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.

- 10.3 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 this Agreement, then the parties may agree that this Agreement may be terminated upon mutual agreement of the parties.



11. WAIVER

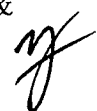
- 11.1 Failure by any party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of any provision of this Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or any other provision of this Agreement or as a waiver of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

12. AUTHORISED REPRESENTATIVE

- 12.1 If anything is required to be done, or any document is required to be executed under this Agreement on behalf of FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL, the same may be done or executed by any representative authorised in writing to do the same on behalf of FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL.
- 12.2 If anything is required to be done or any document is required to be executed under this Agreement by LINCOLN UNIVERSITY COLLEGE, the same may be done by any representative authorised in writing to do the same on behalf of LINCOLN UNIVERSITY COLLEGE.

13. INDEMNITY

- 13.1 LINCOLN UNIVERSITY COLLEGE shall indemnify and keep FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL indemnified from and against actions to which FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL shall or may be or become liable in respect of or arising from: -
- (a) the negligence or willful act or omission on the part of LINCOLN UNIVERSITY COLLEGE in the performance of this Agreement; or
 - (b) any loss or damage to property or injury caused by LINCOLN UNIVERSITY COLLEGE to any person that is not caused by or contributed to by the negligence willful act, default, or omission of FMHMC&H and its Clinics/Hospitals, as well as the departments, personnel, agents, or servants affiliated with FMHMC&H.
- 13.2 FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL shall indemnify and keep LINCOLN UNIVERSITY COLLEGE indemnified from and against actions to which LINCOLN UNIVERSITY COLLEGE shall or may be or become liable in respect of or arising from: -
- (a) the negligence or willful act or omission on the part of FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL in the performance of this Agreement; or



- (b) any loss or damage to property or injury happened at or caused by FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL to any person that is not caused by or contributed to by the negligence willful act, default, or omission of LINCOLN UNIVERSITY COLLEGE and its students, as well as the departments, personnel, agents, or servants affiliated with LINCOLN UNIVERSITY COLLEGE.

14. RENEWAL OF AGREEMENT

- 14.1 LINCOLN UNIVERSITY COLLEGE shall give notice to FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL of its intention to renew this Agreement at least one (1) year before the date of the expiry of this Agreement under Clause 2. If FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL, at its absolute discretion, agrees to such renewal, the Agreement shall be renewed for a further period on the terms and conditions as may be agreed by both parties.

15. VARIATION OF THE AGREEMENT

- 15.1 The terms of this Agreement may, from time to time, be varied by the parties. Such variation shall be agreed in writing between the parties.

16. STAMP DUTY AND COSTS

All solicitors' costs and expenses incurred in the preparation and finalization of this Agreement shall be borne by the parties respectively. The stamp duty payable in respect of this Agreement shall be borne by FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL and LINCOLN UNIVERSITY COLLEGE in their respective countries.

17. TIME

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

18. Anti-Bribery & Anti-Corruption

Both LINCOLN UNIVERSITY COLLEGE and FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL shall comply with all applicable anti-bribery and anti-corruption laws and regulations in all jurisdictions.



THE REST OF THIS PAGE IS
INTENTIONALLY LEFT BLANK



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

SIGNED for and on behalf of
FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL

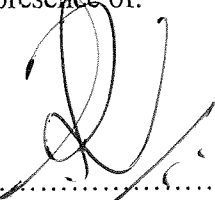


.....
Name: DR E.S.J PRABHU KIRAN

Designation: PRINCIPAL

Father Muller Homoeopathic Medical College & Hospital
Deralakatte, Mangaluru

In the presence of:

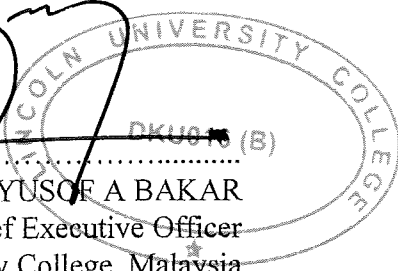
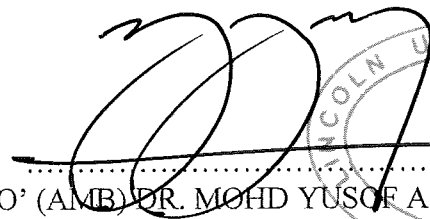


.....
Name: REV. FR. ROSHAN CRASTA

Administrator

Father Muller Homoeopathic Medical College & Hospital
Deralakatte, Mangaluru

SIGNED for and on behalf of
ASIA PACIFIC HIGHER LEARNING SDN. BHD.

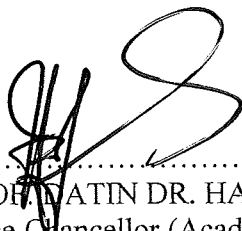


.....
Name: DATO' (AMB) DR. MOHD YUSOF A BAKAR

Chief Executive Officer

Lincoln University College, Malaysia

In the presence of:



.....
Name: PROF. MATIN DR. HAFIZAH CHE HASSAN

Deputy Vice Chancellor (Academic)

Lincoln University College, Malaysia

CODE OF CONDUCT FOR LINCOLN UNIVERSITY COLLEGE'S AUTHORISED STUDENTS ATTACHED TO FMHMC&H

1. Authorised Students of LINCOLN UNIVERSITY COLLEGE are expected at all times to conduct himself/herself in a seemly manner that is unlikely to cause offence to members of the general public. All authorised Students must be dressed in a manner, acceptable to FMHMC&H staff and patients, maintain clinical confidence absolutely, and at all times be courteous to every patient.
2. Attendance at teaching sessions.
 - i. All Students are required to attend all the teaching sessions appropriate for the part of the course in which he/she is enrolled.
 - ii. Students who, for any reason, find themselves unable to attend any such practical class or clinical teaching session, or any examination or other assessment procedure should, wherever possible, obtain the prior approval of their lecturer/instructor/supervisor or, where this is not possible, provide an explanation as soon thereafter as possible.
3. All authorised Students must obey all the Laws of India and conform to the expected norms of good conduct and behaviour in India, during transport to and from and during the course of clinical teaching sessions in the FMHMC&H.
4. Authorised Students of LINCOLN UNIVERSITY COLLEGE are expected to treat the buildings, apparatus and other facilities provided by FMHMC&H with care and respect. Students who damaged or broke the property of FMHMC&H will be required to pay for its repair or replacement.
5. Smoking of tobacco, alcohol consumption or abuse of drugs is prohibited in the premises of FMHMC&H.
6. Students attending the teaching sessions in the Clinic/Hospital should at all times be in proper attire and wear the LINCOLN UNIVERSITY COLLEGE name tag or identification card.
7. At any time, the Students must introduce themselves as LINCOLN UNIVERSITY COLLEGE Students and obtain patients' permission prior to providing services.



8. Male Students will not be allowed to attend to female patients which imposes on their privacy (i.e., or attend to feminine care) unless a nurse or another person of that gender is in attendance and consented by the female patient.
9. Authorised Students shall abide by all the rules, regulations, and procedures of FMHMC&H.
10. All authorised Students of LINCOLN UNIVERSITY COLLEGE shall handle all patient records under strict confidentiality.
11. Authorised Students shall follow the prescribed rules for infection control in FMHMC&H.
12. All authorised Students shall observe the confidentiality regarding any document, information, and data received or accessed during the course of their duty or training at FMHMC&H. They are prohibited from communicating, publishing, or circulating such documents, information, and data to any unauthorized person, body, or entity through any media without the prior written approval of FMHMC&H.



THE REST OF THIS PAGE IS
INTENTIONALLY LEFT BLANK



**Father Muller Homoeopathic Medical College & Hospital
DERALAKATTE, MANGALURU - 575 018**

**INTERNSHIP PROGRAMME
FOR BHMS STUDENTS OF LINCOLN UNIVERSITY COLLEGE, MALAYSIA**

OBJECTIVES OF THE INTERNSHIP PROGRAMME:

1. To aid the Intern to evolve as a complete physician who is competent in the functioning areas of patient-care, learner care and knowledge care.
2. To deliver to the Intern adequate competency to apply Standardized Homoeopathic Practice in its totality by the end of Internship period.
3. To inculcate through 'Action Learning' the fundamental qualities and attitude that are essential to function as a physician.
4. To help the Intern to acquire competence of clinical practice as well as class room teaching.

COURSE & CURRICULUM:

It is a full time comprising of rotational duties in various disciplines and branches of specialties. The schedule of rotation duty would be prepared by the Interns Coordinator from time to time and is circulated among Interns.

Clinical Posting:

4 MONTHS (16 WEEKS)

- i. Medicine Unit -15 Days
- ii. Paediatrics Unit - 15 Days
- iii. Surgery Unit - 15 Days
- iv. Obstetrics & Gynaecology - Reproductive & Child health care - 15 Days
- v. Community Medicine -15 Days including PHC/CHC, Medical camps, Health Awareness camps, Rural experience / survey
- vi. Homoeopathic OPD - Kankanady - 15 Days
- vii. Homoeopathic IPD/Palliative Care - 15 Days (including Physiotherapy unit posting)
- viii. Homoeopathic Dispensing Unit/ Pharmaceutical Division - 10 Days
- ix. Yoga and Naturopathy Unit - 5 days

For students who will be doing Internship for 1 month : we would give them the best possible posting schedule which would benefit them the most. The changes in the posting are possible, the following time table is proposed for them:

- a. Kankanady Homoeopathic OPD : 15 days posting
- b. Homoeopathic IPD/ Palliative care : 7 days
- c. Deralakatte Homoeopathic OPD: Surgery Unit/Paediatric Unit/OBG unit (2 days each posting)
- d. Homoeopathic Pharmaceutical Division – 1 day visit



For students who will be doing Internship for 2 month, the following time table is proposed for them:

- a. Kankanady Homoeopathic OPD : 15 days posting
- b. Homoeopathic IPD/ Palliative care : 15 days
- c. Deralakatte Homoeopathic OPD: Surgery Unit/Paediatric Unit/OBG unit (1 week each)
- d. Homoeopathic Pharmaceutical Division – 1 day visit

Please note: The mode of treatment in our Hospital is only Homoeopathic medicines. Weekly off is on a Sunday.

CLINICAL POSTING AND DUTY:

- i. **Homoeopathic O.P.D.:** The Intern will function in a capacity of junior physician under the supervision and guidance of senior clinical staff in the Outpatient department.
- ii. **Homoeopathic I.P.D. / Casualty / Palliative Care/Yoga and Naturopathy / Physiotherapy Unit:** The intern is posted and shall assist the physicians in rendering quality in-patient treatment.
- iii. **Homoeopathic Dispensing Unit & Pharmaceutical Division:** The intern posted will learn the methods of dispensing homoeopathic medicines and its production.
- iv. **Medical Camps:** During the Internship programme various health camps are organized by Father Muller Homoeopathic Medical College & Hospital. Interns must attend to all medical camps as per the schedule as a part of their internship programme.

ACADEMIC ACTIVITIES:

- i. **Clinical Meeting :** There will be a clinical meeting held every week i.e on Mondays at 2.00 p.m. to 3,00 p.m. Meetings are held to discuss clinical cases.
- ii. **Journal Club:** There shall be a Journal Club meeting twice a week i.e on Tuesday and Friday at 2.00 p.m. to 3.00 p.m. The Intern would review clinical, academic and research oriented articles appearing in various medical journals (Indexed Journals) and present the same under the supervision of the faculty members and Coordinator. All other interns attend the journal club meeting.

INTERNSHIP FORMALITIES:

The Intern should submit a copy of ID proof and an application letter for doing an Internship at Father Muller Homoeopathic Medical College & Hospital.

(Please note: This is a certificate course of 4 months only. It will not make the students eligible to practice Homoeopathy regulated by concerned State Councils or Boards according to regulations of National Commission for Homoeopathy).

ATTENDANCE:

The students shall have a daily attendance register. They will sign it twice for the morning session before 8.45 a.m. and after 12.45 p.m. and twice for the Afternoon session before 1.45p.m. and after 4.30p.m.



ATTIRE:

Students attending the teaching sessions in the Clinic/Hospital should at all times be in proper attire (FORMAL WEAR ONLY) and wear the LINCOLN UNIVERSITY COLLEGE STUDENT ID.

ACCOMMODATION:

Accommodation will be provided in the College premises. We recommend the Interns to stay in the premises for the safety and convenience.

1. The AC rooms available are of sharing type, maximum capacity is 3 per room.
2. Attached bathroom is available.

TRANSPORTATION:

College provides transportation for all the Clinical postings as far as possible.

MEALS:

Hostel is providing meals in the mess in addition Canteen facilities is also available during working hours.

1. Pure Vegetarian food is available in the Hostel mess as well as the Hospital Canteen. Food served is South Indian cuisine. Other food options are available outside the campus in the nearby restaurants.
2. Non-vegetarian food is also served in the premises but Halal standard may not be maintained. However, Halal food options are available outside the campus in the nearby restaurants.
3. Meals served per day are 4: Breakfast/ Lunch/ Evening snacks and Dinner
4. Well defined menu is not available but we do serve the common vegetables, Egg, Chicken and Fish.



INTERNSHIP EXPENSES:

1. Expenses for 4 months Internship :

Programme fees including lodging (non AC room), food and 4 months Internship program = Rupees 75,000/- (Indian rupees Seventy five thousand only)

For AC room, food and 4 months Internship program = Rupees 90,000/- (Indian rupees Ninety thousand only)

2. Expenses for 2 months Internship : Indian Rupees 80,000 only (Including Internship fees, Accommodation and food).

3. Expenses for 1 month Internship : Indian rupees 75,000 only (Including Internship fees, Accommodation and Food)

Note: All fees mentioned herein shall be subject to an additional charge of 18%, representing the applicable Goods and Services Tax (GST) as per the relevant jurisdiction's regulations.

The Internship fee with GST is payable to FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE, Account number-12592151000015, IFSC CODE- PUNB0125910 of PUNJAB NATIONAL BANK, Kotekar Branch, Mangalore.

FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL will not permit the students of LINCOLN UNIVERSITY COLLEGE to begin with the internship program without paying the prescribed internship fee decided by FATHER MULLER HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL.

LANGUAGE BARRIER:

All the Management members, Faculty and Students are well versed in English. Medium of study is English hence there will not be any difficulty in communication. To understand the local languages of the patients, there will be staff or students posted in each unit who understand the local languages and can translate the content to English.



THE REST OF THIS PAGE IS
INTENTIONALLY LEFT BLANK



MEMORANDUM OF AGREEMENT FOR THE TEACHING AND TRAINING
OF STUDENTS PURSUING A DIPLOMA IN PHARMACY PROGRAMME IN
LINCOLN UNIVERSITY COLLEGE (LUC) AT THE GOVERNMENT
HOSPITAL AND HEALTH CLINICS

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

ASIA PACIFIC HIGHER LEARNING SDN. BHD
(COMPANY NO.: 512207-D)
(LINCOLN UNIVERSITY COLLEGE)

2023

MEMORANDUM OF AGREEMENT FOR THE TEACHING AND TRAINING OF STUDENTS
PURSUING A DIPLOMA IN PHARMACY PROGRAMME IN LINCOLN UNIVERSITY
COLLEGE (LUC) AT THE GOVERNMENT HOSPITALS AND HEALTH CLINICS

This Agreement made this 15 day of Sept 2023

BETWEEN

THE GOVERNMENT OF MALAYSIA who for the purpose of this Agreement is represented by the Ministry of Health Malaysia having its address at Block E7, Parcel E, Pusat Pentadbiran Kerajaan Persekutuan, 62590 Putrajaya (hereinafter referred to as "**the Government**") of the one part,

AND

ASIA PACIFIC HIGHER LEARNING SDN. BHD. (Company Registration No.: 512207-D), a company duly incorporated under the Companies Act 2016 [Act 777] and having its registered address at No. 12-18, Jalan SS6/12, Off Jalan Perbandaran, 47301, Petaling Jaya, Selangor (hereinafter referred to as "**ASIA PACIFIC**"), which wholly owns and operates "**LINCOLN UNIVERSITY COLLEGE**", a private higher education institution established under the Private Higher Education Institutions Act 1996 [Act 555] ("**LUC**") of the other part.

(The Government and **ASIA PACIFIC** may individually be referred to as "Party" or collectively as "the Parties".)

WHEREAS:

A. The Government Hospitals and Health Clinics as set out in **Annexure A** (hereinafter collectively referred to as "the Facilities") belong to and are run by the Government, and the Federal Land Commissioner is the registered proprietor of the land and buildings on which the Facilities are situated; and

B. **ASIA PACIFIC** desires to make use of the Facilities for the purpose of teaching and training of the Students pursuing a Diploma in Pharmacy Programme in **LUC** (hereinafter referred to as "the Student") and the **Government** has agreed to provide such Facilities to **ASIA PACIFIC** on the terms and conditions as hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

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

"Agreement" means this Memorandum of Agreement consisting of terms and conditions and all annexures and any amendments, additions, deletions, variations, cancellations and/or substitutions thereof as agreed by the Parties;

"Continuing Pharmacy 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;

"Clinical Instructor" means an experienced staff, lecturer or tutor who has been appointed and recruited by **ASIA PACIFIC** or **LUC** to supervise the Students in the clinical settings;

"Facilities" means the Government hospitals/ health clinics as set out in the **Annexure A**;

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

SIGNED for and on behalf of
THE GOVERNMENT OF MALAYSIA)

.....
) DATO' SRI NORAZMAN AYOB
Timbalan Ketua Setiausaha (Kewangan)
Kementerian Kesihatan Malaysia
) Secretary General
) Ministry of Health Malaysia

In the presence of:
.....
NORHALIZA BINTI AHALIM, RPh 1750
Pengarah Kanan Perkhidmatan Farmasi
Kementerian Kesihatan Malaysia

Senior Director of Pharmaceutical Service
Ministry of Health Malaysia



Dato' Amb. Dr. Mohd Yusoff A. Bakar
Vice Chancellor and Chief Executive Officer
Lincoln University College

SIGNED for and on behalf of
ASIA PACIFIC HIGHER
LEARNINGS DN. BHD
(Co. No. 512207 -D)

)
) DATO' AMBASSADOR MOHD YUSOFF A BAKAR
Chief Executive Officer
Lincoln University College

In the presence of:

Prof. Datin Dr Hafizah Che Hassan
PhD, M.Ed, BSc, SRN, SCM
Deputy Vice Chancellor (Academic)
Lincoln University College

PROF. DATIN DR. HAFIZAH CHE HASSAN
Deputy Vice Chancellor (Academic)
Lincoln University College



**MEMORANDUM OF AGREEMENT ON COOPERATION
BETWEEN**

**LINGNAN INSTITUTE OF TECHNOLOGY
The People's Republic of China**

AND

**LINCOLN UNIVERSITY COLLEGE
Malaysia**

In the principles of mutual trust, mutual understanding and mutual benefits, LINGNAN INSTITUTE OF TECHNOLOGY and LINCOLN UNIVERSITY COLLEGE hereby agrees to exchange and distribute teachers between the two institutions. In order to improve the level of education and teaching, scientific research and academic exchanges between the two institutions, the two institutions agreed to conclude the mutually beneficial agreement of cooperation and friendship:

I . Areas of collaboration and exchange

- 1.Exchange between teaching staff and carry out training program.
- 2.Exchange between Students and mutual recognition of credits.
- 3.Share of academic information, academic plan, publications and other information.
- 4.Carry out joint research projects and establish academic research institute .
- 5.Carry out other collaboration and exchange activities determined by the two institutions.

II.Exchanges and Collaboration Projects

1.Exchange of Students

In the principles of reciprocity, Lincoln University College and Lingnan Institute of Technology provides the exchange student places for each institution every academic year.

2.Undergraduate Project

In Nursing, Medical, Pharmacy and other similar majors by two institutions, students who graduated from Lingnan Institute of Technology, recommended by the college and met the IELTS and GPA requirements for admission to Lincoln University College can join the undergraduate courses. After graduation, students can obtain bachelor's degrees from Lincoln University College, which are recognized by the Ministry of Education of China and Malaysia.



Majors Matching between Lincoln University College and Lingnan Institute of Technology		
	Lincoln University College	Lingnan Institute of Technology
Exchange Project	Diploma of Nursing	Diploma of Nursing Diploma of Midwifery
	Diploma of Pharmacy	Diploma of Pharmacy Diploma of Traditional Chinese Medicine Diploma of Cosmetic Technology Diploma of Food Nutrition and Testing
	Diploma of Medicine	Diploma of Rehabilitation and Treatment Technology Diploma of Traditional Chinese Medicine Health Care Diploma of Medical Nutrition Diploma of Medical Laboratory Technology
Diploma to Undergraduate Degree	Bachelor of Nursing	Diploma of Nursing Diploma of Midwifery
	Bachelor of Pharmacy	Diploma of Pharmacy Diploma of Traditional Chinese Medicine Diploma of Cosmetic Technology Diploma of Food Nutrition and Testing
	Doctor of Medicine	Diploma of Rehabilitation and Treatment Technology Diploma of Traditional Chinese Medicine Health Care Diploma of Medical Nutrition Diploma of Medical Laboratory Technology

3. Join Education Projects

In the principals of mutual agreement, after matching the courses, the two institutions will carry out the join education projects, and credit certification projects in the same or similar specialties. Details will be negotiated separately.

III. Modifications and Changes of the Memorandum

1. The amendment of the memorandum must be negotiated by both sides and shall conducted in writing.
2. The matter not covered in the memorandum are resolved through consultation between the two institutions. And the two institutions need to discuss the specific content and sign the corresponding agreement.

IV. The Validity Period of the Memorandum

The term of the validity of the memorandum is Five(5) years, which is effective from the date of signature. If the validity period needs to be extended, it shall be negotiated by both parties and shall be decided by a written cooperation agreement.

V. The memorandum is available in both Chinese and English texts, each of which is in duplicate and has the same legal effect. Each of the two texts shall be held in one copy.

LINGNAN INSTITUTE
OF TECHNOLOGY

President:



Date: 2019-04-15

LINCOLN UNIVERSITY
COLLEGE

President:



Date:



马来西亚林肯大学学院与广东岭南职业技术学院

合作交流项目框架议定书

马来西亚林肯大学学院与广东岭南职业技术学院在相互信赖，相互理解，平等互惠的原则下，双方同意在两校之间实行教师交流与互派。为了提高两校在教育教学、科学研究及学术交流合作等方面的水平，一致同意缔结友好合作协议书。

一、合作交流领域

1. 教师间的交流、合作培养;
2. 学生间的交流与学分互认;
3. 相关学术资料、专业教学计划、信息及出版物的共享;
4. 开展合作研究及成立学术研究会;
5. 开展两校共同研究确定的其他合作交流活动。

二、交流与合作项目

1. 学生交流项目

根据对等原则，马来西亚林肯大学学院与广东岭南职业技术学院每学年互相提供交流生名额。

2. 专升本项目

在医学、护理、药学等相同或相近专业，学生在广东岭南职业技术学院专科毕业后，经所在院校推荐，满足马来西亚林肯大学学院入学的雅思成绩和 GPA 条件后方可进入相应专业的本科，符合条件毕业后获得中国，马来西亚教育部都承认的本科学位。

3. 合作办学项目

双方一致同意，在进行课程匹配后、在相同或相近的专业上开展两校合作办学项目、学分转移项目、具体细节另行协商。

三、协议书的修改及变更

1. 本协议书的修改及变更必须经双方协商，以书面形式进行；
2. 本协议未尽事宜双方协商解决，也可另签补充协议，补充协议与本协议具有同等法律效力。

四、协议书的有效期限

本协议书的有效期为 5 年，自签字之日起生效。若有效期需要延长，则由双方协商，以书面的方式决定。

五. 本协议书有中文和英文两种文本，每种文本一式两份，具有同等法律效力，双方每种文本各持一份。

广东岭南职业技术学院

授权代表：



2019 年 4 月 15 日

马来西亚林肯大学学院

授权代表：



年 月 日



马来西亚林肯大学学院与广东岭南职业技术学院专业对接表

	林肯大学学院	广东岭南职业技术学院
专科交流	护理大专	护理专业
		助产技术
	药学大专	药学专业
		中药学专业
		化妆品技术专业
		食品营养与检测专业
	医学大专	康复治疗技术专业
		中医养生保健专业
		医学营养专业
		医学检验技术专业
专升本	护理学士学位	护理专业
		助产技术
	药学学士学位	药学专业
		中药学专业
		化妆品技术专业
		食品营养与检测专业
	医学学士学位	康复治疗技术专业
		中医养生保健专业
		医学营养专业
		医学检验技术专业

MEMORANDUM OF AGREEMENT FOR THE TEACHING AND TRAINING
OF STUDENTS PURSUING A DIPLOMA IN PHARMACY PROGRAMME IN
LINCOLN UNIVERSITY COLLEGE (LUC) AT THE GOVERNMENT
HOSPITAL AND HEALTH CLINICS

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

ASIA PACIFIC HIGHER LEARNING SDN. BHD
(COMPANY NO.: 512207-D)
(LINCOLN UNIVERSITY COLLEGE)

2023

MEMORANDUM OF AGREEMENT FOR THE TEACHING AND TRAINING OF STUDENTS
PURSUING A DIPLOMA IN PHARMACY PROGRAMME IN LINCOLN UNIVERSITY
COLLEGE (LUC) AT THE GOVERNMENT HOSPITALS AND HEALTH CLINICS

This Agreement made this 15 day of Sept 2023

BETWEEN

THE GOVERNMENT OF MALAYSIA who for the purpose of this Agreement is represented by the Ministry of Health Malaysia having its address at Block E7, Parcel E, Pusat Pentadbiran Kerajaan Persekutuan, 62590 Putrajaya (hereinafter referred to as "the Government") of the one part,

AND

ASIA PACIFIC HIGHER LEARNING SDN. BHD. (Company Registration No.: 512207-D), a company duly incorporated under the Companies Act 2016 [Act 777] and having its registered address at No. 12-18, Jalan SS6/12, Off Jalan Perbandaran, 47301, Petaling Jaya, Selangor (hereinafter referred to as "ASIA PACIFIC"), which wholly owns and operates "LINCOLN UNIVERSITY COLLEGE", a private higher education institution established under the Private Higher Education Institutions Act 1996 [Act 555] ("LUC") of the other part.

(The Government and ASIA PACIFIC may individually be referred to as "Party" or collectively as "the Parties".)

WHEREAS:

A. The Government Hospitals and Health Clinics as set out in Annexure A (hereinafter collectively referred to as "the Facilities") belong to and are run by the Government, and the Federal Land Commissioner is the registered proprietor of the land and buildings on which the Facilities are situated; and

B. **ASIA PACIFIC** desires to make use of the Facilities for the purpose of teaching and training of the Students pursuing a Diploma in Pharmacy Programme in LUC (hereinafter referred to as "the Student") and the **Government** has agreed to provide such Facilities to **ASIA PACIFIC** on the terms and conditions as hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

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

"Agreement" means this Memorandum of Agreement consisting of terms and conditions and all annexures and any amendments, additions, deletions, variations, cancellations and/or substitutions thereof as agreed by the Parties;

"Continuing Pharmacy 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;

"Clinical Instructor" means an experienced staff, lecturer or tutor who has been appointed and recruited by **ASIA PACIFIC** or LUC to supervise the Students in the clinical settings;

"Facilities" means the Government hospitals/ health clinics as set out in the **Annexure A**;

“Head of Department (Pharmacy)” means the Pharmacist responsible for the management and control of a Pharmacy Department at the Facilities;

“Hospital Director” means a medical officer appointed by the Government to be responsible for the management and control of the hospital, its Facilities and services;

“Local Preceptor” means a Qualified Pharmacy Assistant with Gred U32 and above appointed by **ASIA PACIFIC** or LUC to assist in the teaching and training of the Students by giving lectures and tutorials in the Facilities;

“**ASIA PACIFIC**” means **ASIA PACIFIC HIGHER LEARNING SDN. BHD. (Company Registration No.: 512207-D)** which includes LUC, its authorized assignee and successor-in-title;

“Pharmacy Lecturer/ Tutor” means a qualified Pharmacist or any qualified health science practitioner who have been credentialed and recruited by the **ASIA PACIFIC** or LUC to deliver the curriculum;

“Pharmacy Programme” means the pharmacy Programme at the basic diploma level as set out in the **Annexure C** offered and conducted by LUC;

“Pharmacist” means any person who is fully registered under the Registration of Pharmacist Act 1951[Act 371] and is employed by serving the Government;

“Qualified Pharmacy Assistant” means a Government employee that has qualification in Diploma in Pharmacy Programme;

“Services” means pharmaceutical care services provided to the patient at the Facilities, training services provided to the Government’s personnel and, subject to

the Government's approval, research activities conducted at the Facilities by the LUC; and

"Students" means the students pursuing a Diploma in Pharmacy Programme in LUC.

1.2 Interpretation

In this Agreement, unless otherwise state or to the extent that the context otherwise requires:-

- (a) where any word or expression is defined, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined;
- (b) words denoting the singular shall include references to the plural and vice versa;
- (c) words denoting any gender shall include a reference to all genders;
- (d) words denoting a person shall include a reference to corporations and other forms of legal entity and vice versa;
- (e) all schedules, appendices, attachments and annexures to this Agreement and its recitals shall form part of this Agreement and in the event of inconsistency, this Agreement shall prevail;
- (f) the headings of this Agreement are for convenience only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- (g) reference to any statute or statutory provision includes reference to that statute or statutory provision as from time to time in force and shall include all by-laws, instruments, orders, rules and regulations made thereunder;

- (h) the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of the like;
- (i) references to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or document as amended, modified, supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;
- (j) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless business days are specified. All accounting terms used in this Agreement and not expressly defined shall have the meanings given to them under generally accepted accounting principles of Malaysia applied on a consistent basis; and
- (k) whenever in this Agreement provide provisions of the giving or issuing of any notice, consent or approval, by any person, unless otherwise specified such notice, consent or approval shall be in writing.

2. AGREEMENT PERIOD AND EXTENSION

- 2.1 Irrespective of when this Agreement is signed, this Agreement shall be deemed to have commenced on 15.9.2023 (hereinafter referred to as "the Agreement Effective Date") and shall continue to be in force for a period of five (5) (hereinafter referred to as the "the Agreement Period") until 14.9.2028 (hereinafter referred to as "the Agreement Expiry date"), unless sooner terminated in the manner hereinafter provided.

- 2.2 **ASIA PACIFIC** may apply to the **Government** in writing for an extension of the Agreement Period not less than six (6) months prior to the Expiry Date if **ASIA**

PACIFIC intends to extend the Agreement Period for a further period. Upon receipt of such notification, the **Government** shall have the sole discretion to decide upon the request for extension. Any extension shall be upon such terms and conditions as the Parties may mutually agree.

- 2.3 If such extension is considered, the Parties may, as soon as reasonably practicable after the receipt of such application by the **Government**, negotiate the terms and conditions of such extension not later than one (1) month prior to the Expiry Date. In the event the Parties fail to reach an agreement, this Agreement shall automatically expire on the Expiry Date.

3. SCOPE OF THE AGREEMENT

- 3.1 Subject to compliance with the terms and conditions of this Agreement, **ASIA PACIFIC** shall be allowed to use the Facilities set out in **Annexure A** for the purpose of conducting teaching and training sessions for the Students.

- 3.2 The teaching and training sessions for the Students shall involve practices and Programmes as outlined in LUC's official course of study for the Diploma in Pharmacy Programme.

- 3.3 For the purpose of training, the Students shall be allowed to carry out Services in the Facilities under the full control and supervision of the Pharmacy Lecturer/ Tutor or a Clinical Instructor, and the Students shall at all times obey instructions from them.

- 3.4 The Students may, with prior written approval of the **Government** carry out research required in the training provided that when carrying out such research the Students shall comply with all existing rules and regulations of the **Government** as well as any conditions as imposed by the **Government** pertaining to the conduct of the research.

4. REPRESENTATION AND WARRANTY

4.1 ASIA PACIFIC represents and warrants to the Government that –

- (a) it is a corporation validly existing under the Laws of Malaysia;
- (b) it is the registered owner of LUC, a private higher learning educational institution validly registered or established under Laws of Malaysia;
- (c) 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;
- (d) It has taken all necessary corporate actions to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;
- (e) as at the execution date, neither the execution nor performance by it of this Agreement nor any transaction contemplated by this Agreement will violate in any respect any provision of –
 - i. its Constitution / Memorandum and Articles of Association; or
 - ii. any other document or agreement which is binding upon it or its assets;
- (e) there is no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened against ASIA PACIFIC, 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 **ASIA PACIFIC** and is enforceable in accordance with its terms and conditions; and
- (g) it has necessary financial and technical capability to undertake this Agreement,

and **ASIA PACIFIC** acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

- 4.2 **ASIA PACIFIC** further makes representations and warranties to the Government that the representations and warranties set out in sub clause 4.1 above shall remain true and accurate in all material aspects throughout the Agreement Period.

5. CONSIDERATION

- 5.1 For the purpose of this Agreement **ASIA PACIFIC** shall, in consideration of the Government allowing the Students to utilize the Facilities for their teaching and training, pay the Government the sum of **RINGGIT MALAYSIA TWO HUNDRED (RM 200.00) ONLY per Student per year or a part of a year.**

- 5.2 The payment shall be made for all Students who are placed in the Facilities. **ASIA PACIFIC** shall inform the Government on the number of Students and to which Facilities they are to be placed.

- 5.3 All payments to the Government shall be made annually to the Finance Division of the Ministry of Health Malaysia. The first payment shall be made on or before the Agreement Effective Date and all subsequent payments shall be made on or before two (2) months before the Student's clinical placement of each year.

6. OBLIGATIONS AND UNDERTAKINGS OF ASIA PACIFIC

6.1 **ASIA PACIFIC** shall, in consideration of the Government allowing the Students to utilize the Facilities for teaching and training sessions of the Students, undertake to reimburse the costs and expenses incurred by the Facilities in the teaching and training of the Students. 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 or Joint Management Committee set up under this Agreement.

6.2 The schedule of the teaching and training referred to in this Agreement shall be discussed and agreed upon from time to time between the Parties.

6.3 **ASIA PACIFIC** shall ensure that the Pharmacy Lecturer/Tutor, Students, its staff or Clinical Instructors:

(a) who have access to the Facilities, observe, obey and comply with all the orders, instructions, directives, rules regulations and such other requirements, either given orally or in writing by the Hospital Director, Head of Department (Pharmacy) or a Medical Officer in charge of a health clinic and the Code of Conduct as stipulated in **Annexure B**.

(b) 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(a), except for the purpose of carrying out any obligation under this Agreement.

6.4 The Government shall not be liable for any injury, death, loss or damage occasioned to any patient or other person solely or partly in consequence of any Services delivered by the Students, Pharmacy Lecturer/Tutor, Clinical Instructor, employee or other staff of **ASIA PACIFIC**, and **ASIA PACIFIC** shall be wholly liable for such injury, death, loss or damage and shall indemnify the Government for any such liability to

any person for any injury, death, loss or damage for which **ASIA PACIFIC** is hereby rendered liable.

6.5 In the event of any damage or loss of any property of the Government which is directly or partly caused by any Pharmacy Lecturer/Tutor, Students, Clinical Instructor, staff or agents of **ASIA PACIFIC**, **ASIA PACIFIC** shall be liable to compensate the Government for such damage or loss by meeting the reasonable cost of repairing or replacing the property that is damaged or lost howsoever as the Government may determine, and the decision of the Government shall be absolute and final.

6.6 **ASIA PACIFIC** shall at all times during the Agreement Period maintain adequate insurance to cover its liability arising from the happening of the contingencies at the Facilities.

6.7 **ASIA PACIFIC** shall, if required, assist the Facilities by giving Continuing Pharmacy Education to the subordinate staffs of the Facilities.

6.8 The Government may at any time, without giving any reason, after giving twenty four (24) hours' notice, require **ASIA PACIFIC** to withdraw the services or presence of any Pharmacy Lecturer/Tutor, Clinical Instructor or Students from the Facilities and **ASIA PACIFIC** shall withdraw such Pharmacy Lecturer/Tutor, Clinical Instructor or Students from the Facilities and ensure they leave the Facilities immediately.

6.9 **ASIA PACIFIC** must ensure that the Pharmacy Lecturer/Tutor, Clinical Instructor, Students, staff and agents as well as LUC comply with all the terms and conditions of this Agreement including the Code of Conduct as stipulated in **Annexure B**.

7. USE OF THE FACILITIES

7.1 The Government may at any time terminate the use of any of its Facilities listed in the Annexure A by giving seven (7) days written notice to ASIA PACIFIC whenever the Government decides to terminate or cease the operation of the Facilities for any reason as the Government deems necessary to protect the interest of the Government. For the avoidance of doubt, in such event, the Government shall not be liable to pay ASIA PACIFIC for any damages or compensation.

7.2 Notwithstanding other provisions of this Agreement in the event that ASIA PACIFIC failed to use any of the Facilities listed in the ANNEXURE A, for more than twelve (12) months continuously, the Government may revoke the use of that particular facility.

7.3 When offering or giving Services, ASIA PACIFIC shall ensure the Students identify themselves as Students and obtain the patient's consent before giving or offering the Services to the patient. ASIA PACIFIC shall ensure that the Students shall not at any time give the impression to the patient that they are a qualified Pharmacist or Pharmacy Assistant.

7.4 If the service of any member of the subordinate staff of the Facilities is required, the Students shall make a request to the respective Head of Departments (Pharmacy) of the Facilities or Hospital Director or Medical Officer in charge of a health clinic who shall then direct the subordinate staff accordingly.

7.5 The Government shall not be liable for any injury, death, loss or damage occasioned to any patient or other person in consequence of any service by the Students, and ASIA PACIFIC shall be wholly liable for such injury, death, loss or damage and shall fully indemnify the Government for any such liability to any person for any injury, loss or damage.

7.6 The **GOVERNMENT** may at any time, without giving any reason, after giving twenty four (24) hours' notice, require **ASIA PACIFIC** to withdraw the services or presence of its, Students, staff or clinical instructors from the Facilities and **ASIA PACIFIC** shall withdraw his services or presence, and ensure that he comply with the notice and leaves the Facilities immediately.

8. UTILISATION OF GOVERNMENT PERSONNEL

8.1 The Government may upon request by **ASIA PACIFIC** make available any consenting Qualified Pharmacy Assistant with Gred U32 and above as a Local Preceptor to assist in the teaching and training of the Students by giving lectures and tutorials in the Facilities.

8.2 The Local Preceptor when carrying out the teaching and training services of the Students in the Facilities shall –

- (a) be under the control and supervision of the Head of Department (Pharmacy), Hospital Director or Medical Officer of the health clinics listed under the Facilities;
- (b) be entitled to receive from **ASIA PACIFIC** such remuneration at the rate as may be determined by the Government;
- (c) be provided by **ASIA PACIFIC** with all necessary equipment, instruments and the assistance of subordinate staffs, which are reasonably required in carrying out the teaching and training services in the Facilities;
- (d) comply with any orders, instructions, directive, guidelines, administrative rules and regulations and requirements issued by the **Government** either orally or in writing from time to time; and
- (c) shall do so only during the days and time approved by the Government.

8.3 **ASIA PACIFIC** shall ensure that the status of the Local Preceptor as a public officer employed by the Government shall in no way be prejudiced or otherwise affected during the period he/ she provides the teaching and training services in the Facilities.

8.4 In the event of any claim by any third party against the Government or the Local Preceptor, arising out of any such alleged act, default, negligence, or otherwise of the Qualified Pharmacy Assistant during his/ her teaching and training sessions of the Students, **ASIA PACIFIC** shall indemnify the Government and the Local Preceptor against any such claim by the third party.

8.5 The Parties may at any time, after giving thirty (30) days' notice to the other Party, withdraw or require to be withdrawn, as the case may be, the services of any Qualified Nurse in the teaching and training of the Students.

9. JOINT COMMITTEE AND JOINT MANAGEMENT COMMITTEE

9.1 There shall be established a Joint Committee chaired by the Director General of Health or any other person authorized by the Director General of Health who shall be responsible in the making of all decisions including the resolution of disputes/ appeals from the Dispute Resolution Committee relating to the matter of policy in implementing this Agreement.

9.2 The Head of Department (Pharmacy) or Hospital Director and Medical Officer in charge of a health clinic 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 **ASIA PACIFIC** to carry out and give effect to these decisions in so far as they are relating to the administration of the teaching, training and discipline of the Students undergoing such teaching and training as well as the conduct of the Pharmacy Lecturer/Tutor during such teaching and training sessions in the Facilities.

9.3 There shall be established a Joint Management Committee chaired by the respective State Director of Health at each State in which the Facilities situated in who shall be responsible in supervising and implementing this Agreement.

9.4 The members of the Joint Committee and Joint Management Committee shall be determined by the Director General of Health.

10. TERMINATION

10.1 Termination by the Government

10.1.1 In the event where **ASIA PACIFIC** without reasonable cause —

- (a) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement;
- (b) persistently neglects to carry out its obligations under this Agreement; or
- (c) defaults in performing any of its duties under this Agreement,

then the **Government** shall give notice in writing to **ASIA PACIFIC** specifying the breach or default and requiring **ASIA PACIFIC** to remedy such breach or default within thirty (30) days after the date of the notice. If **ASIA PACIFIC** fails to remedy the relevant breach or default within such period or such other period as may be determined by the **Government**, the **Government** shall have the right to terminate this Agreement by giving a notice in writing to **ASIA PACIFIC** with effect from such date as may be specified in the notice and the date shall be not less than six (6) months from the date of the notice.

10.1.2 Notwithstanding clause 10.1.1, if at any time during this Agreement Period –

- (a) an order is made or a resolution is passed for the winding up of **ASIA PACIFIC**, except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors are protected;
 - (b) **ASIA PACIFIC** goes into liquidation or a receiver is appointed over the assets of **ASIA PACIFIC** or **ASIA PACIFIC** makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts;
 - (c) if LUC ceases to be a private higher educational institution under the Private Higher Educational Institutions Act 1996 [Act 555], or any other written law for the time being enforced; or
 - (d) execution is levied against a substantial portion of **ASIA PACIFIC's** assets, unless it has instituted proceedings in good faith to set aside such execution;
- then the **Government** shall have the right to terminate this Agreement forthwith by giving notice in writing to that effect.

10.1.3 Consequences of Termination by the **Government**

If the use of any of its Facilities is terminated by the **Government** pursuant to subclause 7.1 of this Agreement, or if this Agreement is terminated by the **Government** under and in accordance with subclause 10.1 -

- (a) **ASIA PACIFIC** shall not be entitled to any compensation or damages whether in the form of money or otherwise from the **Government**; and

(b) The power and rights granted by and the obligations in this Agreement shall terminate immediately.

10.2 Termination by ASIA PACIFIC

10.2.1 ASIA PACIFIC may -

(a) in the event where the **Government** does not comply with any of the provisions of this Agreement, notify the **Government** in writing of the non-compliance, where upon the **Government** shall secure its compliance within thirty (30) days of the receipt of the notification or within such longer period as may be specified in the notification or within such longer period as may be specified in the notification or agreed upon between the Parties. The non-compliance by the **Government** shall not constitute a ground for termination. Matters which are in dispute relating to such non-compliance shall be referred to the Secretary General of Ministry of Health Malaysia who shall decide on the matters and his decision shall be final; or

(b) terminate this Agreement if **ASIA PACIFIC** determines that this Agreement may be terminated in view of other adequate arrangement for teaching and training of the Students being available. Such termination shall be by giving a notice in writing to the **Government** with effect from such date as may be specified in the notice being in any case, not less than a period of six (6) months.

10.2.2 Consequences of Termination By ASIA PACIFIC

If this Agreement is terminated by **ASIA PACIFIC** under and in accordance with the provisions of subclause 10.2.1 above, **ASIA PACIFIC** shall not be entitled to claim from the **Government** any compensation in the form of money or in any other form whatsoever.

10.3 Upon termination of this Agreement under subclauses 10.1 and 10.2 above, **ASIA PACIFIC** shall remove from the Facilities 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 the date of the termination of this Agreement. If there is any damage, **ASIA PACIFIC** shall pay for the damages on or before the completion of such removal.

10.4 Termination on National Interest

(a) Notwithstanding any provision of this Agreement, the **Government** may, without any obligation to give any reason thereof, terminate this Agreement by giving not less than thirty (30) days prior notice in writing to that effect to **ASIA PACIFIC** if the **Government** considers that such termination is necessary for national interest, in the interest of national security or for the purposes of **Government** policy or public policy.

(b) For the purposes of this clause, what constitutes "national interest", "interest of national security", "Government policy" and "public policy" shall be solely made and determined by the **Government** and such determination shall for all intents and purposes be final and conclusive and shall not be open to any challenge whatsoever by **ASIA PACIFIC**.

(c) For avoidance of doubt, the Parties hereby agreed that **ASIA PACIFIC** shall not be entitled to claim any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement under this provision.

10.5 Termination on Corruption, Unlawful or Illegal Activities

(a) Without prejudice to any other rights of the **Government**, if **ASIA PACIFIC**, its personnel, servants or employees is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Agreement or any other

agreement that **ASIA PACIFIC** may have with the **Government**, the **Government** shall be entitled to terminate this Agreement at any time, by giving an immediate written notice to that effect to **ASIA PACIFIC**.

(b) Upon such termination, the **Government** shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the **Government** arising from such termination.

(c) For the avoidance of doubt, the Parties hereby agree that **ASIA PACIFIC** shall not be entitled to any other form of compensation or losses including for loss of profit, damages, claims or whatsoever upon termination of this Agreement.

10.6 Termination by notice

Notwithstanding anything in this Agreement, the **Government** may at any time and without giving any reason terminate this Agreement by giving six (6) months written notice to **ASIA PACIFIC**. **ASIA PACIFIC** shall not be entitled to claim any damages or compensation from the **Government** for the termination of this Agreement pursuant to this clause.

11. DISPUTE RESOLUTION COMMITTEE

11.1 Any matter, dispute or claim between the Parties in respect of any matter under this Agreement (except in relation to the **Government** exercising its sole discretion under this Agreement) may be referred to a Dispute Resolution Committee comprising of –

- (a) the Secretary General of the Ministry of Health, Malaysia or his representative as the Chairman;
- (b) one (1) representative to be appointed by the **Government**; and
- (c) one (1) representative to be appointed by **ASIA PACIFIC**.

11.2 The Dispute Resolution Committee may appoint an independent expert to give advice in any matter, dispute or claim referred to it and all costs, fees and expenses of any independent expert so appointed shall be borne equally by the Parties.

11.3 The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any matter, dispute or claim referred to it.

11.4 If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant parties within thirty (30) days after the date of referral, either Party may refer that matter, dispute or claim to Arbitration.

11.5 Each member of the Dispute Resolution Committee including the Chairman shall have one (1) vote each.

11.6 Any decision of the Dispute Resolution Committee shall be binding on the Parties.

12. ARBITRATION

12.1 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, shall be referred to an arbitration tribunal presided over by one (1) arbitrator. The appointment of the arbitrator shall be agreed between the Parties hereto, and failing such agreement, either Party hereto may apply to the Director of the Asian International Arbitration Centre (AIAC) (Malaysia) for the appointment of arbitrator. Any such reference to an arbitration tribunal shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005 [Act 646]. The decision of the arbitrator shall be final and binding on each Party.

12.2 All matters, disputes or claims referred to the arbitration pursuant to this clause shall be settled in accordance with the Rules for Arbitration of the Asian International Arbitration Centre (AIAC) (Malaysia).

12.3 Any such arbitration shall be heard at the Asian International Arbitration Centre (AIAC) (Malaysia) 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

13.1 **ASIA PACIFIC** and its personnel, servants, agents, employees, Students, Pharmacy Lecturer/Tutor or Clinical Instructor at any time, shall not –

- (a) communicate to any person or body or entity, any confidential document or information disclosed to him for the purpose of the provision of the provision and performance of this Agreement;
- (b) make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of this Agreement; and
- (c) make or cause to be made any press statement or otherwise relating to the Agreement or publish or cause to be published any material whatsoever relating to the Agreement without the prior written approval of the Government.

13.2 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 Government nor ASIA PACIFIC shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations under this Agreement (or any part of them) as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall mean -

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
- (b) natural catastrophes including earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
- (c) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- (e) riot, commotion or disorder, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this

Agreement) which are not the fault of **ASIA PACIFIC** or their contractors or the Government which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;

(f) pandemic or epidemic; or

(g) any other unforeseeable event which fulfils the criteria as set forth below:

(i) beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;

(ii) which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected Party having taken all reasonable precautions and due care;

(iii) which directly causes the affected Party to be unable to comply with all or a material part of its obligations under this Agreement; and

(iv) which is not the direct result of a breach by the affected Party of its obligations under this Agreement,

PROVIDED THAT and Event of Force Majeure shall not include economic downturn, non-availability of or insufficiency of funds or lack of financing on the part of **ASIA PACIFIC** to perform its obligations under this Agreement.

14.2 If an 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 that event of Force 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

this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the Parties.

14.4 If this Agreement is terminated by an event of Force Majeure pursuant to the subclause 14.3 above, all rights and obligations of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the event of Force Majeure.

14.5 Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an event of Force Majeure has not occurred.

14.6 For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

14.7 Notwithstanding any other clause, **ASIA PACIFIC** may wherever reasonably practicable ensure that insurance is affected to cover the occurrence of events of Force Majeure.

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 a waiver of any right under this Agreement.

16. AUTHORIZED REPRESENTATIVE

16.1 If anything is required to be done, or any document is required to be executed under this Agreement on behalf of the **Government**, the same may be done or executed

by the Secretary General of the Ministry of Health Malaysia or an officer of the Government authorized in writing by the Secretary General of the Ministry of Health Malaysia.

- 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 **ASIA PACIFIC**, the same may be done by any representative authorized in writing by the Chief Executive Officer of **ASIA PACIFIC**.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 The copyright and all other proprietary rights whatsoever in the research done and other material developed by **ASIA PACIFIC** or the Students pursuant to or under this Agreement shall vest in and shall be the sole property of the Government and **ASIA PACIFIC** shall not during, or at any time or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Government thereof. The proprietary rights shall vest in the Government free and clear of all liens, claims and encumbrances.

- 17.2 **ASIA PACIFIC** shall be responsible for any claim that the equipment used infringes a patent, copyright or registered design.

- 17.3 **ASIA PACIFIC** shall indemnify the Government against any claim for the infringement of any patent, copyright or registered design by the use of any equipment under this Agreement and against all costs and damages which the Government may incur in any action for such infringement or for which the Government may become liable in any such action.

- 17.4 If the Government's use or possession of the equipment is likely to constitute an infringement, then **ASIA PACIFIC** shall promptly and at its own expenses procure for the Government the right to continue using and possessing the equipment or modifying or replacing the equipment so as to avoid the infringement in which event **ASIA PACIFIC** shall compensate the Government for the amount of any direct loss

or damage sustained or incurred by the Government during such modification or replacement.

18. INDEMNITY

18.1 ASIA PACIFIC shall indemnify and keep indemnified the Government from and against all actions, suits, claim or demands, proceedings, losses, damages, compensation, costs (legal costs), charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from –

- (i) the negligent act, error or omission on part of **ASIA PACIFIC** in the performance of the teaching and training of the Students and not caused by the negligent or willful act, default or omission of the Government, its agents or servants at the Facilities;
- (ii) any loss or damage to properties or death or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed by **ASIA PACIFIC** to any person and not caused by the negligent or willful act, default or omission of the Government, its agents or servants;
- (iii) any loss, damage, death 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 **ASIA PACIFIC** or its personnel, servants, agents or employees or Students; or
- (iv) any injury, loss, damage or death occasioned to any patient or other person in consequence of any Services delivered by the Students, Pharmacy Lecturer/Tutor or Clinical Instructor.

18.2 ASIA PACIFIC shall indemnify, protect and defend at its own costs and expenses the Government and its agents and servants from and against all actions, claims

and liabilities arising out of acts done by **ASIA PACIFIC** in the performance of this Agreement including the use or violation of any copyright works or literary property or patented invention, article or appliances.

18.3 The obligations under this clause shall continue after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

19. AMENDMENT OF THE AGREEMENT

This Agreement may, from time to time, be amended by the execution of a Supplementary Agreement between the Parties if the Parties have agreed to such amendment after consultation between themselves. Every Supplementary Agreement shall be executed by an authorized representative of the Parties hereto.

20. ASSIGNMENT

ASIA PACIFIC shall not assign or transfer to any person or body all or any of its rights or liabilities of this Agreement without the prior written consent of the Government.

21. SUCCESSOR BOUND

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

22. NOTICE

22.1 Any notice, approval, or request or communication which is required or permitted to be given or made under this Agreement by either Party to the other shall be delivered by hand or e-mail or facsimile or sent by registered post to such other Party at their respective addresses given herein below or such other address as may be notified in writing to the other Party.

22.2 A correspondence shall be deemed to have been sufficiently delivered as follows:

- (a) if personally delivered by hand, at the time of delivery;
- (b) if sent by prepaid or registered mail, at the expiration of five (5) days after the envelope containing the notice was delivered to the custody of the post office;
- (c) if sent by cable, telegram, telex or facsimile transmission, at the expiration of twenty-four (24) hours after the same was transmitted provided that the answerback transmission slip confirms the success of the facsimile transmission;
or
- (d) if sent by e-mail, when it is transmitted without error.

22.3 The notice to the **Government** shall be addressed to –

Secretary General
Ministry of Health, Malaysia
Aras 12, Blok E7, Kompleks E,
Pusat Pentadbiran Kerajaan Persekutuan
62590 Putrajaya.

Tel : 03-8883 3888

22.4 The notice to **ASIA PACIFIC** shall be addressed to –

Chief Executive Officer
Lincoln University College (LUC)
No. 12-18,
Jalan SS 6/12, 47301 Petaling Jaya
Selangor Darul Ehsan

Tel : 03-78063478

22.5 It shall be the duty of the Parties to notify the other Party if there is a change of address or entity by giving a written notice within fourteen (14) days of the occurrence of such change.

23. 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 jurisdiction of the courts of Malaysia.

24. COMPLIANCE WITH THE LAWS

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

25. STAMP DUTY AND COSTS

ASIA PACIFIC shall solely bear the stamp duties, legal costs and fees in the preparation and execution of this Agreement and anything incidental thereto.

26. TIME

Time whenever mentioned shall be the essence of this Agreement.

27. SEVERABILITY

27.1 If any of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained here in shall not be affected or impaired in anyway.

27.2 Each Party shall, in any such event, execute such additional documents as the other Party may reasonably request in order to give valid, legal and enforceable effect to any provision that is determined to be invalid, illegal or unenforceable, to the extent permitted by law.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein and supersedes any previous agreement or understanding between the Parties in relation to such matters.

29. MISCELLANEOUS

29.1 Nothing in this Agreement shall create, or be deemed to create, a partnership, or the relationship of a principal and an agent, between the Parties.

29.2 The rights of the **GOVERNMENT** under this Agreement are cumulative and are in addition to any other rights or remedy available to it at law or in equity.

29.3 Each party shall from time to time do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

29.4 All Schedules and Appendixes to this Agreement shall form part of this Agreement and in the event of conflict between the terms of any Schedules and Appendixes and the terms of this Agreement, the terms of this Agreement shall prevail over those of Schedules and Appendixes.

[The remainder of this page has been intentionally left blank]

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

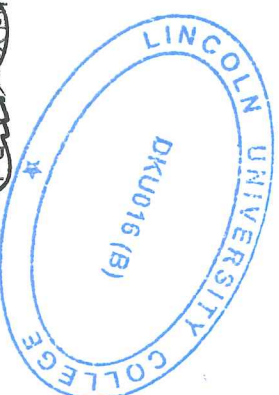
SIGNED for and on behalf of
THE GOVERNMENT OF MALAYSIA)

.....
) DATO' SRI NORAZMAN AYOB
Timbangan Ketua Setiausaha (Kewangan)
Kementerian Kesihatan Malaysia
) Secretary General
) Ministry of Health Malaysia

In the presence of:

NORHALIZA BINTI AHALIM, RPh 1750
Pengarah Kanan Perkhidmatan Farmasi
Kementerian Kesihatan Malaysia

.....
Senior Director of Pharmaceutical Service
Ministry of Health Malaysia



Dato' Amir Dr. Mohd Yusoff A. Bakar
Vice Chancellor and Chief Executive Officer
Lincoln University College

SIGNED for and on behalf of
ASIA PACIFIC HIGHER
LEARNINGSDN. BHD
(Co. No. 512207 -D)

)
) DATO' AMBASSADOR MOHD YUSOFF A BAKAR
Chief Executive Officer
Lincoln University College

In the presence of:

.....
Prof. Datin Dr Hafizah Che Hassan
PhD, MEd, BSc, SRN, SCM
Deputy Vice Chancellor (Academic)
Lincoln University College

PROF. DATIN DR. HAFIZAH CHE HASSAN
Deputy Vice Chancellor (Academic)
Lincoln University College

LIST OF FACILITIES TO BE UTILIZED FOR TEACHING AND TRAINING OF THE
STUDENTS

KEDAH

1. Hospital Kuala Nerang

PERAK

2. Hospital Parit Buntar
3. Hospital Selama

NEGERI SEMBILAN

4. Hospital Port Dickson

PAHANG

5. Hospital Raub

SELANGOR

6. Hospital Tengku Ampuan Jemaah
7. Hospital Kuala Kubu Baru
8. Hospital Sungai Buloh

SABAH

9. Hospital Tawau

SARAWAK

10. Hospital Sentosa

Annexure B

CODE OF CONDUCT FOR ASIA PACIFIC STAFF AND STUDENTS ATTACHED TO GOVERNMENT HOSPITALS AND HEALTH CLINICS

1. A Student or staff of LUC or a staff of ASIA PACIFIC is expected at all times to conduct himself in a seemly manner that is unlikely to cause offence to the members of general public. In particular while attending the Facilities, all staffs and Students must be dressed in a manner, acceptable to the clinical staffs and patients maintain clinical confidence absolutely and at all times be courteous to every patient.
2. Attendance at teaching and training sessions:
 - i. each Student is required to attend all the teaching and training sessions appropriate as part of the course in which he is enrolled; and
 - ii. a Student who, for any reason, finds himself unable to attend any such practical class or clinical teaching and training sessions or any examination or other assessment procedures should, wherever possible, obtain the prior approval of his teacher or, where this is not possible, provide an explanation as soon thereafter as possible.
3. Each staff and Student must obey all the Laws of Malaysia and to conform to the expected norms of good conduct and behaviour in Malaysia, during transport to and from and during the course of clinical teaching and training sessions in the Facilities.
4. The staff and Students are expected to treat the buildings, library books, apparatus and other Facilities provided by ASIA PACIFIC and the Government with due care and respect. Any staff or Student who cause damage or break ASIA PACIFIC or the Government properties will be required to pay for its costs of repairing or replacement.

5. Smoking of tobacco is prohibited in the premises of the Facilities.
6. The Students attending the teaching and training sessions in the Facilities should at all times be in a proper attire and wear the LUC's name tag and identification card.
7. At any time, the Students must introduce himself as pharmacy student and obtain permission prior providing services.
8. The Students are not allowed to examine a patient of the opposite sex unless a nurse or another person of that sex is in attendance.
9. All staff and Students shall abide by all the rules, regulations and procedures of the Facilities.
10. All staff and Students of LUC's shall handle all patients' records in strict confidence and shall not divulge any information concerning patients' care to unauthorized personnel.
11. All staff and Students shall follow the prescribed rules for infection control in the wards and clinics as prescribed or determined by the **Government**.
12. Each Student, Pharmacy Lecturer/ Tutor and Clinical Instructor must have medical insurance/ indemnity and must have received Hepatitis B Vaccination.

THE PHARMACY PROGRAMME

The Pharmacy Programme is as follows --

1. Diploma in Pharmacy

Global Collaboration

- ✚ Lincoln University College Inks MoA with Zhejiang Chinese Medical University
- ✚ MoU Signing Ceremony between Lincoln University College & Guangzhou Huashang College
- ✚ International Conference on Recent Advancement in Sustainable Healthcare
- ✚ MoU Signing Ceremony between Lincoln University College & Kingdom of Cambodia Govt.
- ✚ Lincoln University College Collaborates with Kristu Jayanti College, India
- ✚ International Internship Pharmacy Program by Lincoln University College, Malaysia in collaboration with Sandip University India
- ✚ MoU Signing Ceremony between Lincoln University College and Kaifeng University
- ✚ Lincoln University College Signs MoU with Dr. Moopen's Medical College for Academic Advancement

Local Collaboration

- ✚ Lincoln University collaborated with Therapeutics Sdn Bhd a medicine company for product development and training.
- ✚ Lincoln University College signs MOU with LUNA CARE Sdn Bhd a medical industry for healthcare.
- ✚ Lincoln University College collaborates with Natural Wellness a healthcare company to develop awareness and products on herbs

National Collaboration

- ✚ Lincoln University College signs MOA with the Government of Malaysia for the training of allied health science students at different government hospitals.

LINCOLN UNIVERSITY COLLEGE INKS MOA WITH ZHEJIANG CHINESE MEDICAL UNIVERSITY

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 CEREMONY BETWEEN LINCOLN UNIVERSITY COLLEGE & GUANGZHOU HUASHANG COLLEGE

Prof. Dr. Amiya Bhaumik, Founder & President, Lincoln University College (LUC), Malaysia signed a Memorandum of Understanding with Guangzhou Huashang College, China on July 18, 2023 focusing on educational collaboration in relation to healthcare to promote good health and well-being and to prevent needless suffering from preventable diseases and premature death by focusing on key targets that boost the health of a country's overall population. Regions with the highest burden of disease and neglected population groups and regions are priority areas.



Goal 3 also calls for deeper investments in research and development, health financing and health risk reduction and management.

INTERNATIONAL CONFERENCE ON RECENT ADVANCEMENT IN SUSTAINABLE HEALTHCARE (ICRASH 2023)

International Conference on Recent Advancement in Sustainable Healthcare (ICRASH 2023) was organised by Lincoln University College, Malaysia on May 23-24, 2023 for SDG 3 to promote Good Health and Well-Being.

The basic idea behind the conference was to make a platform for the distinguished dignitaries to exchange new ideas and apply hands on experiences to build up new relationships in research. The main focus of the

conference was on the latest and most exciting findings in the following areas like healthcare, nursing, pharmacy, biotechnology, biochemistry, molecular BIOLOGY, ENVIRONMENTAL SCIENCES ETC.



MOU SIGNING CEREMONY BETWEEN LINCOLN UNIVERSITY COLLEGE & KINGDOM OF CAMBODIA GOVT.

Lincoln University College (LUC), Malaysia has entered into a Memorandum of Understanding (MoU) with League Association of Youth Scholarships (S2), Kingdom of Cambodia on January 11, 2023. The MoU was signed by Prof. Dr. Amiya Bhaumik, Founder & President, Lincoln University College, Malaysia. The basis goal is to collaborate and ensure healthy lives and promote well-being for all, at all ages. Health and well-being are important at every stage of one's life, starting from the beginning.

This goal addresses all major health priorities: reproductive, maternal, newborn, child and adolescent health; communicable and non-communicable diseases; universal health coverage; and access for all to safe, effective, quality and affordable medicines and vaccines.



LINCOLN UNIVERSITY COLLEGE COLLABORATES WITH KRISTU JAYANTI COLLEGE, INDIA

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. 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 on health and hygiene, shedding light on the prospects of



collaboration between Lincoln University College, Malaysia, and Kristu Jayanti College, India to promote in good health and well-being.

The dialogue revolved around various areas of potential cooperation, aimed at enhancing the overall academic career development of students. This included joint research initiatives, 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.

INTERNATIONAL INTERNSHIP PROGRAM BY LINCOLN UNIVERSITY COLLEGE FACULTY OF PHARMACY, MALAYSIA STUDENTS FROM SANDIP UNIVERSITY INDIA

The recent International Internship Program by the Faculty of Pharmacy, Lincoln University College (LUC), Malaysia has garnered widespread recognition as it congratulates the accomplished pharmacy students from Sandip University, India for the successful completion of their intensive and rigorous four-week experiential internship on pharmacy formulation and research on medicine therapeutics.

The program, meticulously orchestrated by the Faculty of Pharmacy, LUC has proven to be a transformative experience for the dynamic young minds. The carefully crafted 28-day International Internship Program, meticulously designed by the Faculty of Pharmacy team, LUC has left an indelible mark on the



participating students focus on healthcare system and therapeutics.

Lincoln University College extends a warm invitation to a diverse audience, including corporations, universities, institutions, colleges, schools, and ambitious students and professionals across India, to explore and capitalize on the specialized international internship programs. This initiative promises to unlock new avenues of learning and growth, fostering invaluable cross-cultural experiences.

In a remarkable display of expertise and dedication, Dr. Sandhya Borse, a respected faculty member at Sandip University, India was honoured by Dean of the Faculty of Pharmacy, Prof. Dr. Mohd Shahimi Mustapha, Lincoln University College with an Appreciation Certificate.

MOU SIGNING CEREMONY BETWEEN LINCOLN UNIVERSITY COLLEGE AND KAIFENG UNIVERSITY

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, healthcare management promoting equality, mutual benefit, and leveraging complementary advantages.

The purpose of signing this memorandum is to foster bilateral exchanges and cooperation between both institutions to promote SDG 3.

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.

Facilitate student exchange study projects and healthcare research 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

Between

ARID SCIENTIFIC LTD & Lincoln University College

❖ **The first part is ARID Scientific** (Malaysia) for Arabic-speaking researchers, scientists and scholars and which is registered in Malaysia under 867118 and its address is : 16-2 Jalan putrakajang 3, tamanputrakajang, kajang, 43000, Selangor, Malaysia

❖ **The Second part is Lincoln University College (Malaysia)**

The two parties wanted to conclude this bilateral letter of Collaboration, so that it would be a general basic framework through which agreements, direct cooperation contracts, projects, or joint educational and training programs or training courses, or the provision of advisory or reciprocal services, in the fields of educational cooperation Academic, administrative and technical, as well as providing academic, administrative and technical expertise between the two parties, as indicated in this letter.

According to this document, the terms of the letter of Collaboration are as follows:

Article one: Areas of Cooperation and Agreement:

Paragraph 1: According to this letter, the two parties agreed to establish a framework for cooperation in the following areas:

- Educational, academic, technical, and administrative consultations.
- Concluding direct cooperation agreements or contracts in the educational, technical, and academic fields.
- Implementing joint educational, technical, and training projects and programs.
- Holding specialized training courses.

- Providing advisory or reciprocal services.

Exchange of academic and administrative experiences.

Academic cooperation and exchange in educational, technical, and administrative fields, training, or related fields.

All this according to the terms and conditions contained in this document

Article Two: The period of validity and termination of the letter.

Paragraph 1: This letter is considered valid from the date of its signature and remains in effect for two years from the date of its signature, and the two parties are obligated to act according to the terms and conditions contained therein and are renewed periodically for a similar period when no party is notified of the cancellation of the agreement.

Paragraph 2: Either party may terminate this letter during its validity period by sending a letter of notice of termination of the letter at least three months before the date of the required termination, and the two parties are obligated to hand over the covenant and documents of the two parties upon termination of the letter, and abide by the laws and regulations in force in both countries.

Paragraph 3: The renewal of this letter after the expiry of its validity period is subject to approval by both parties upon formal written notification of the renewal.

Article Three: The relationship between the two parties.

Paragraph 1: This letter is not considered a binding contract for either party, and it is dealt with as the basic framework for cooperation and mutual Collaboration between the two parties only, and it may not be understood that it is a partnership, agency, or direct commitment.

Paragraph 2: The two parties agree that neither of them shall be liable towards the other for any direct or indirect losses or damages as a result of entering into this letter.

Paragraph 3: The other party must be notified by e-mail for each project, educational or academic program, research project, specific consultations, knowledge exchange, scientific or technical exchange, exchange of experts, or any training or development courses.

Paragraph 4: Either party may consult their official legal authority or any other legal body before concluding any agreement or private contract to accomplish any scientific or technical project, academic program, or specific course.

Article Four: Confidentiality of Information.

Paragraph 1: According to this letter, all data, information, documents, and programs that fall within the projects or cooperation programs between the **Arid platform** (the first party) and **Lincoln University College** (the second party) should be dealt with confidentially to preserve the intellectual and legal rights. It is prohibited, under any circumstance, for either party to disclose any information with a third party unless that party has acquired written permission from the original party to whom the information belongs. (This includes the works and information related to the submission to the official authorities, or related to the implemented projects and programs).

Article Five: General points.

Paragraph 1: This Letter and its interpretation are subject to the official laws approved by the two countries.

Paragraph 2: The terms of this letter may be modified, or added to, at any time with the written consent of the two parties.

Paragraph 3: With the exception of Article 4, the two parties agree that this letter represents a mutual Collaboration between the two parties and is not intended to be a binding contract and does not lead to any rights or responsibilities directly arising from it, and it may not be considered a partnership, agency, or direct commitment.

Paragraph 4: The two parties acknowledge that this letter is valid for the period agreed upon in this document.

Paragraph 5: This letter was issued on **6 APRIL 2023** in two original electronic copies in the English language, and each party shall keep a signed and certified copy of it.

In proof of the foregoing, the two parties to this letter have agreed to enter into force according to the date of the day, month, and year mentioned above.

Signature:

ARID SCIENTIFIC LTD
Name: Dr. Saif Alsewaidi

Date: 6/4/2023

Signature:



Lincoln University College
Name: Prof. Dr Amiya Bhaumik
President

Date: 6/4/2023





MEMORANDUM OF UNDERSTANDING

BETWEEN

ASIA PACIFIC HIGHER LEARNING SDN BHD
(Company No.: 512207-D)
Owner and license holder of
LINCOLN UNIVERSITY COLLEGE

AND

ALPRO PHARMACY SDN BHD
(Company No: 561739-W)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this day of , 2023
(hereinafter referred to as “MoU”);

BETWEEN

LINCOLN UNIVERSITY COLLEGE, a private institution of higher learning established under the Universities and University Colleges Act 555 ,with its main address at Lincoln University College Main Campus, Wisma Lincoln, 12-18, Jalan SS 6/12, 47301 Petaling Jaya, Selangor (hereinafter referred to as “LUC”), of the first part;

AND

ALPRO PHARMACY SDN BHD (Company No.561739-W) a company incorporated under the laws of Malaysia, and having its business office at Lot 45880, Jalan Tech Valley 3/2, Sendayan Tech Valley, 71950 Seremban (hereinafter referred to as “ALPRO”) of the second part.

(LUC and ALPRO shall hereinafter be referred to collectively as “Parties” and individually as “Party”, where the context so requires)

WHEREAS:-

- A. LUC is Malaysia’s private university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, LUC has entered into various collaborative arrangements with other parties in its efforts to enhance its research content and strengthen its industrial networking.
- B. ALPRO is a registered pharmacy chain that was established in 2000 with a unique proposition of being a community pharmacy that aims to provide pharmaceutical and wellness services to community in Malaysia.
- C. The Parties are desirous of entering into this MoU to declare their mutual intentions to establish collaboration and explore opportunities to develop, support and enrich the research, educational and training programs in the fields that will be beneficial to both Parties.
- D. Based on the principles of equity and reciprocity, this MoU sets out the general framework for the establishment of an academic link and cooperation between the Parties and to facilitate the detailed discussions on the scope of the academic link and cooperation.

NOW IT IS HEREBY UNDERSTOOD as follows:

1. Scope and Fields of Linkages and Cooperation

- 1.1 Subject to their respective laws, constitution, regulations and/or policies from time to time in force, the Parties will endeavour to take necessary steps to promote, develop and establish the research, education and training programs co-operation in the following fields:-

- (i) exchange of students and/or staff;
- (ii) joint academic programs;
- (iii) joint research and development programs;
- (iv) joint workshops and training programs;
- (v) exchange of publication; and
- (vi) any other academic linkages and cooperation that will be mutually identified and agreed by the Parties from time to time.

1.2 This MoU shall form the basis of consensus for the Parties to examine the feasibility of the cooperation stated in clause 1.1 (hereinafter referred to as "Programs") until such time when a specific written agreement(s) (hereinafter referred to as "Specific Agreement") is entered into by the Parties in respect of the Programs, upon terms and conditions to be mutually agreed upon.

1.3 For the purpose of examining the feasibility of the Programs and implementing the Programs, LUC and ALPRO shall be led by the following representatives' respectively:

For LUC : : Puan Hazrina Bt Hamid RPh, Acting Dean, Faculty Of Pharmacy

For ALPRO : Puan Azita Binti Mohamed, Talent Acquisition Specialist (People Management)

Each representative from LUC and ALPRO may appoint such other assistant to assist in the implementation of any of the Programs.

2. Financial Arrangements

The Parties agree that this MoU shall not impose any financial commitments on either Party and that all financial arrangements for any of the Programs will be negotiated and mutually agreed in writing between the Parties, depending on the availability of funds.

3. Confidentiality

3.1 Neither Party shall at any time publish or, disclose to any third party the contents of this MoU or any Confidential Information of the other Party acquired pursuant to this MoU without the written consent of the other Party.

3.2 For the purpose of this MoU, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in

writing as having been disclosed as confidential or proprietary for the purpose of this MoU; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

- 3.3 The obligations of the Parties under this clause 3 shall survive and remain binding on the Parties for a period of three (3) years from the expiry or the earlier termination of this MoU (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 5.3 herein.

4. Non-Binding Nature of the MoU

Save and except for clause 3 and clause 12 herein, this MoU shall not create any enforceable right or any binding obligations on either Party under domestic or international laws and the Parties shall not be legally bound until and unless a Specific Agreement for each or any of the Programs has been negotiated, approved, executed and delivered by the Parties.

5. Validity, Termination and Renewal of the MoU

- 5.1 This MoU is valid and shall remain in effect for a period of five (5) years from the date of this MoU regardless of the diverse dates the Parties may have signed this MoU.
- 5.2 Either Party may terminate this MoU by giving one (1) month's written notice to the other Party.
- 5.3 This MoU may be renewed upon the mutual agreement of both Parties.

6. Notices

Any notice or communication between the Parties shall be delivered to the addresses as hereinbefore appearing, or sent to the facsimile number or emailed to the Party concerned.

7. Variation

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties. The variation made under this clause 7 will take effect on such date as may be determined by the Parties.

8. Dispute Resolution

Any disputes, controversies, or differences arising out of or in connection with this MoU, including its implementation and interpretation, must be resolved by way of discussions and negotiations with a view to an amicable settlement and mutual benefit of both Parties, without reference to any third party or, local or international tribunal.

9. Governing law

This MoU shall be governed and interpreted in accordance with the laws of Malaysia.

10. No Agency

Nothing contained herein is to be constituted as a joint-venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

11. Assignment

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

12. Name, Official Emblem and Logo

12.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trade mark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

12.2 Any use of the Brand Materials for the purposes stated in clause 12.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

13. Language of MoU

If this MoU is translated into another language, both texts would be deemed to be authentic but the English text would prevail in the event of a dispute.

14. Counterparts

This MoU may be executed in any number of counterparts and each such counterpart shall constitute an original of this MoU. This MoU shall not be effective until each Party has executed at least one counterpart.

15. Non-Discrimination

LUC and ALPRO agree not to discriminate against any person because of age, sex, national origin, race, ancestry, colour, religious creed, disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of staff and students that would violate the principles of non-discrimination.

16. E-Communication

The Parties acknowledge and agree that electronic communication is an acceptable method of correspondence and communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

17. Mutual Cooperation and Relationship

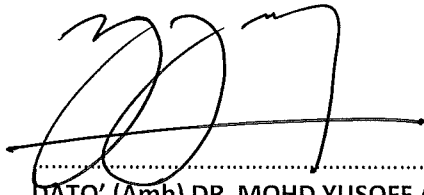
The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MoU in accordance with the spirit of close cooperation and mutual assistance.

[next page is the signing page]

IN WITNESS WHEREOF LUC and ALPRO have hereunto executed this Memorandum of Understanding on the date and year first above written:

SIGNED BY
For and on behalf of

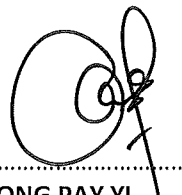
LINCOLN UNIVERSITY COLLEGE



.....
DATO' (Amb) DR MOHD YUSOFF A. BAKAR
Vice-Chancellor and Chief Executive Officer,
Lincoln Universiti College.

SIGNED BY
For and on behalf of

ALPRO SDN BHD



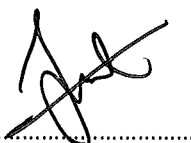
.....
MS CHONG PAY YI
People Management Manager
Alpro Pharmacy

In the presence of:



.....
PROF DR MOHD SHAHIMI BIN MUSTAPHA
Dean,
Faculty Of Pharmacy,
Lincoln University College

In the presence of:



.....
MS AZITA BINTI MOHAMED
Talent Acquisition Specialist
Alpro Pharmacy



PERJANJIAN PERSEFAHAMAN

ANTARA

ASIA PACIFIC HIGHER LEARNING SDN BHD

(Company No.: 512207-D)

Owner and license holder of

LINCOLN UNIVERSITY COLLEGE

(LINCOLN)

DAN

B-CROBES MARKETING (M) SDN BHD

(Company No. 526301-U)

("B'CROBES")

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

B-CROBES MARKETING (M) SDN BHD (Nombor pendaftaran :526301-U) sebuah syarikat farmaseutikal berteknologi tinggi di alamat di No : 31-B, Jalan USJ 10/1 E, USJ 10 ,47610 Subang Jaya, Selangor (selepas ini dirujuk sebagai "B-CROBES"), di satu pihak yang lain.

KOLEJ UNIVERSITI LINCOLN dan B-CROBES MARKETING (M) 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. B-CROBES adalah sebuah syarikat farmaseutikal berteknologi tinggi. Pihak KUL akan menghantar pelajar untuk tujuan melakukan latihan di kilang selama tempoh yang dipersetujui oleh kedua belah pihak kepada B-CROBES.
 - i. Menawarkan juga kemudahan Latihan, Fasiliti dan Pengiklanan yang dipersetujui bersama oleh kedua-dua pihak.

- C. Berikutan perbincangan antara KUL dan B-CROBES, 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 B-CROBES 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 B-CROBES dalam penggunaan dan akses kemudahan dan sumber B-CROBES 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 B-CROBES 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 keempunyaann 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 kewajiban 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 B-CROBES. 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 Intelekt (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 B-CROBES, kedua-dua pihak menurunkan tandatangan di bawah ini pada tarikh dan tahun yang tertera dibawah :-

DITANDATANGANI OLEH

untuk dan bagi pihak

LINCOLN UNIVERSITY COLLEGE
(Nombor pendaftaran:DKU 016 (B))


DEAN
FACULTY OF PHARMACY
LINCOLN UNIVERSITY COLLEGE MALAYSIA

.....

Tarikh :

DITANDATANGANI OLEH

untuk dan bagi pihak

B-CROBES MARKETING (M) SDN BHD
(Nombor pendaftaran: 526301-U)



.....
H.O.D Ethical.

Tarikh : 25/7/2022



Address
Mayang Plaza Block A, No1 Jalan SS 26/2
Taman Mayang Jaya, 47301 Petaling Jaya
Selangor Darul Ehsan, MALAYSIA
Tel : +603-7806 3478
Fax: +603-7806 3479
Toll Free: 1-300-880-111
Email: info@lincoln.edu.my
Web: www.lincoln.edu.my

To Whom It May Concern

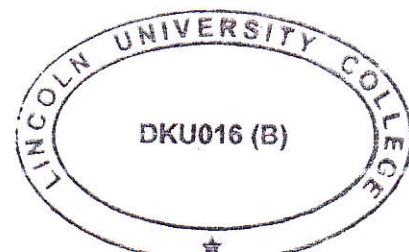
Dear Sir/Madam

Our University College has signed the following memorandum of agreement on Sino-foreign cooperative education programs in Doctor of Medicine (Bachelor of Clinical Medicine), Bachelor of Pharmacy (Clinical Pharmacy) and Bachelor of Nursing with Qiqihar Medical University (QMU), China through mutual discussion and consultation.

After further discussion, both parties agree to jointly plan corresponding curriculum program, teaching plan etc. We accept and agree to the documents submitted. As per the agreement signed arbitration part (article 20 from agreement), matters related to the programs curriculum cannot be signed under the agreement but as a separate attachment.

Lincoln University College

November 14, 2016



Memorandum of Understanding (MOU)

Between

Qiqihar Medical University, China, and

Lincoln University College, Malaysia

Party A: Qiqihar Medical University, China

Address: No.333, BuKui North Street, JianHua District, Qiqihar, Heilongjiang Province, 161006 P.R.China

Representative: Xin Dan

Tel / Fax: 86-452-2663399

Email: xinlu12@sina.com

Party B: Lincoln University College, Malaysia

Address: Block A, No.1 Jalan SS26/2, Taman Myang Jaya, 47301 Petaling Jaya, Selangor, Malaysia.

Representative: DATUK DR.ABDUL GANI BIN MOHAMMED DIN

Tel: +603-7806 3478 Fax: +603-7804 3479

Email: info@lincoln.edu.my

In order to strengthen cooperation and the advancement of education, medicine and academic exchanges, promote and develop the cooperative programme on science research, faculties and students, based on the principle of equality and mutual benefit, Qiqihar Medical University ("QMU") and the Lincoln University College ("LUC") enter into this memorandum of understanding ("MOU") as follows:

Collaborative program content:

1. Student and faculty exchange programs
2. Exchange education program for undergraduate medical specialties
3. Studying Masters and PhD program
4. Health Science program
5. Combined research projects and essay publication
6. Medical collaborative program

Collaborative conditions:

1. Memorandum of understanding (MOU) for bi-lateral acceptance of eligibility qualifications for the candidates in exchange program, fellowship program, short term workshop training program etc.
2. Two parties should supply for the exchange personnel invitation letters and other relevant documents.
3. The responsible personnel of two parties carry out the periodic discussion and supervision of the cooperation program.
4. The evaluation reports for each candidate in his or her university will be submitted.
5. Tuition fees, practical training fee, hostel fee, food expenses and associated expenses to be informed in advance.
6. English should be the medium of teaching and training program.

Financial obligations:

1. Travel expenses, accommodation, tuition or training fees, examination fees will be borne by the candidate.

2. Funding plan and university sponsorship are supposed to be informed in advance.

Conclusion:

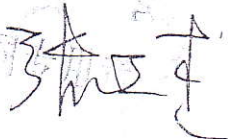
1. This memorandum of understanding is written in English and Chinese, and both language versions shall be equally effective. The parties acknowledge that they have reviewed both language versions and that they are in all material respects substantially the same.

2. This memorandum of understanding may be extended or varied by mutual agreement of the parties.

SIGNED for and on behalf of
QIQIHAR MEDICAL UNIVERSITY
by:

(seal)

Vice President:



Date:

2015.9.20

SIGNED for and on behalf of
LINCOLN UNIVERSITY COLLEGE
by:

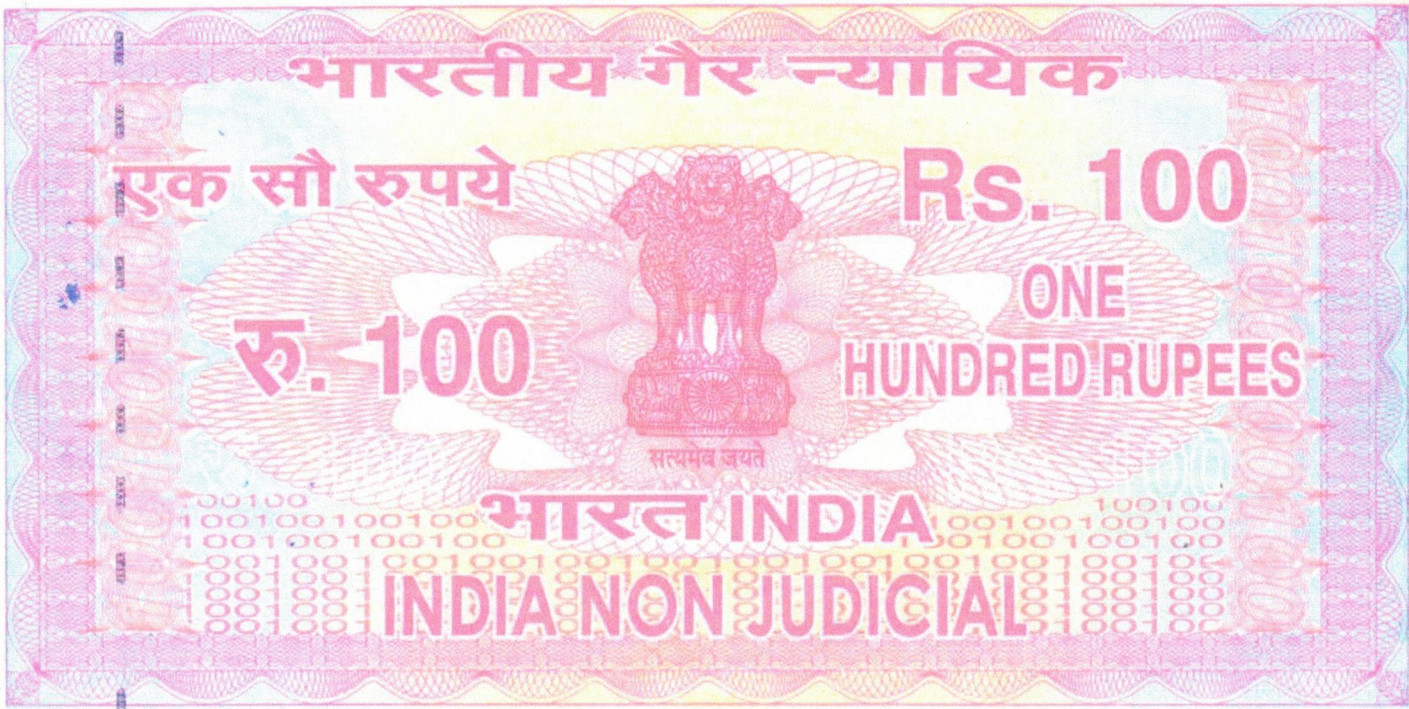
(seal)

Deputy Vice Chancellor:

DATUK DR ABDUL GANI BIN MOHAMMED DIN
DMSM JMN KMN
DEPUTY VICE CHANCELLOR ACADEMIC
LINCOLN UNIVERSITY COLLEGE

Date:





मध्य प्रदेश MADHYA PRADESH

BL 234772

**MEMORANDUM OF UNDERSTANDING
BETWEEN
G H Raison University, India
AND
Lincoln University College, Malaysia**

In accordance with a mutual desire to promote further cooperation and understanding between Malaysia and India as well as to enhance the intellectual and experiential resources of two great and reputed institutions, Lincoln University College and G H Raison University, Madhya Pradesh, India voluntarily join this agreement on cultural and educational cooperation by establishing a cooperative relationship.

Recognizing the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding, G H Raison University & Lincoln University College enter into this Memorandum of Understanding (hereinafter referred to as the "MOU") and agree to the following:



Vice Chancellor
G. H. Raison University,
Saikheda, M.P.

1.0 THE PURPOSE OF ACADEMIC CO- OPERATION

Agree to enter into an academic partnership. Within the context of global integration, the two institutions will cooperate to meet the needs for cultivating international professionals. This MOU is intended take full advantage of the education resources at both institutions and provides for the development and expansion of the education markets.

2.0 OBJECTIVES

2.1 Co-Operation between the two institutions will focus on areas of common interest.

- The objectives of this MOU can include, but not be limited to, the following:
- The development of articulation/transfer agreements.
- The organization of cooperative academic activities, such as conferences, seminars, symposia or lectures.
- Faculty visits and other student's transfers and collaboration.
- The exchange of students and development of International mobility agreements
- The exchange of publications and other materials of common interest: and
- The exploration of common research interests

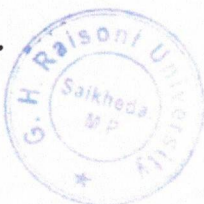
Cooperative projects under this MOU may include any of the academic disciplines of G H RAISONI University and Lincoln University College.

IMPLEMENTATION & REPRESENTATION

Either Party may initiate proposals for activities under this MOU.

Specific details of any activity shall be set forth in a Supplemental Letter of Agreement of other attachments, which upon signing by the president/rector (or delegate) at each institution, shall become an integral part of the general MOU.

Future Supplemental Letters of agreement or other attachments shall include such items as: The elaboration of the responsibilities of each party for the agreed upon



Vice Chancellor
G. H. Raisoni University,
Saikheda, M.P.

activity;

Schedules for the specific activities: Budgets and sources of financing: and Any Coordinators shall be responsible for the evaluation of activities under this MOU according to the practices of their respective institutions.

The Coordinator shall be responsible for the evaluation of activities under this MOU according to the practices of their respective institutions.

DURATION AND TERMINATION OF MOU

This MOU shall become effective on the date that it is signed by both parties and shall be valid for a period of Five Years, but be renewed or extended by mutual consent expressed in writing.

Any change to this MOU shall be subject to the written consent of both Parties.

This MOU may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to termination.

AGREEMENT LANGUAGE

Where there are two or more versions of this MOU in different languages, and where a dispute arises, the English version shall prevail for the purpose of interpretation of the MOU. This MOU terminates and supersedes any existing or continuing MOUs between parties.

As witness to their subscription to the above articles, the representatives of G H Raisoni University and Lincoln University College have hereinto provided their endorsement.

Dr. Meena Rajesh
Vice Chancellor,
G H Raisoni University
Vice Chancellor
G. H. Raisoni University,
Saikheda. M.P.



Prof. Dr Amiya Bhaumik
President
Lincoln University College



MEMORANDUM

**OF
understanding
(MOU)**

BETWEEN

LINCOLN UNIVERSITY COLLEGE,

MALAYSIA

AND

**EINSTEIN NAKHODA INSTITUTE OF
MEDICINE & HEALTH SCIENCE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU” or “Agreement”) is entered into this 08 day of February 2021

BETWEEN

LINCOLN UNIVERSITY COLLEGE, one of the premier private institutions of higher education approved by the Ministry of Higher Education and Malaysian Qualifications Agency (MQA- National Accreditation Board) established in the year 2002 and upgraded in the year 2011, having its registered address and Main Campus at Wisma Lincoln, No. 12-18, Jalan SS 6/12, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia (hereinafter referred to as “LUC”) on the one part;

AND

Einstein Nakhoda Institute of Medicine & Health Science, BRUNEI with an expressed objective of undertaking Health Science education that includes medicine etc. and research studies in Brunei (hereinafter referred to as “ENIOMAHS (SISTER COMPANY)”) on the other part.

LUC and ENIOMAHS (SISTER COMPANY) when referred collectively shall be known as the “Parties” collectively or the “Party” when referred to individually.

WHEREAS:

- A. LUC is a medical university private institution operating in the jurisdiction of Malaysia and is associate members of International Association Universities (IAU) UNESCO, PARIS, and member of Association of Commonwealth Universities (ACU), London, UK. LUC has ranked 80th under Times Higher Education (Impact Ranking 2020: Quality Education), LUC has also ranked 351 under QS world ranking (Asia Region)

Handwritten signature and initials in the bottom right corner of the page.

- B. ENIOMAHS (SISTER COMPANY) is a company incorporated in Brunei Darussalam under Company Act, laws of Brunei Darussalam and is in the business of setting up a private medical university in the jurisdiction of Brunei Darussalam.
ENIOMAHS (SISTER COMPANY) has no prior experiences of education and education related work
- C. LUC and ENIOMAHS (SISTER COMPANY) intends to work together and to establish a private medical university in Brunei Darussalam and registered under ENIOMAHS (SISTER COMPANY).
- D. This MOU serves as a prelude to establish issues of interests and to lay down foundation for subsequent Joint Venture Agreement.

AGENDA 1

ENIOMAHS (SISTER COMPANY)'S UNIVERSITY BUILDING , FINANCE AND SPECIFICATIONS.

- 1.1 ENIOMAHS shall identify a building that shall be used as ENIOMAHS (SISTER COMPANY)'s Medical and Health Science University in Brunei Darussalam. ENIOMAHS will run through ENIOMAHS (SISTER COMPANY) for the business associated with Joint venture with LUC, shall agree to let 5% of share to LUC as substitutes of franchise fee for the good will brand, curriculum , intellectual property , visual digital online resources for learning purposes and consultancy for setting up institutional collaboration in Brunei and utilization of its worldwide network (subject to further negotiation and consideration). Once approved and fully registered, the LUC and ENIOMAHS (SISTER COMPANY) shall proceed on stated at agenda clause 2.3.



1.2 ENIOMAHS (SISTER COMPANY) Brunei shall pay to Lincoln University College in Malaysia as a royalty fee of a minimum 12% to 20% of student tuition fees. This shall be based on year of running (subject to further negotiation and consideration), as followed;

- First year -12%
- Second years -15%
- Third years onwards -20%

LUC shall agree to contribute foreign student as their commitment on ENIOMAHS (SISTER COMPANY)

1.3 All payment to LUC should be free from TAX / VAT and or Bank charges

1.4 No operation cost in Brunei or Brunei related expenses will be born by LUC Malaysia and viceversa to ENIOMAHS (SISTER COMPANY)

1.5 The details operational specification and set up will be drawn upon approval from the appropriate government agencies in Brunei Darussalam subject to mutual agreement between LUC and ENIOMAHS (SISTER COMPANY).

AGENDA 2

SUBMISSION AND APPROVAL OF THE SELECTED CURRICULUM.

- 2.1 LUC to submit to ENIOMAHS (SISTER COMPANY) the complete modules, curriculums, accreditations and up-to-date requirements by the Malaysian Qualification Agency, students' time-table and schedules and lecturers' profiles and qualifications for locals and expatriates for the ongoing submission by ENIOMAHS (SISTER COMPANY) to the Ministry of Health, Brunei Darussalam for their endorsement and approval.
- 2.2 Once the complete modules, curriculums, accreditations and up-to-date requirements by the Malaysian Qualification Agency, students' time-table and schedules and lecturers' profiles are approved by Ministry of Health, Brunei Darussalam, ENIOMAHS (SISTER COMPANY) shall proceed with the official registration by the Ministry of Education, Brunei Darussalam.
- 2.3 Once the registration is completed, LUC and ENIOMAHS (SISTER COMPANY) shall proceed to enter and sign the Joint Venture Agreement.



- 2.4 LUC shall advice and provide to ENIOMAHS (SISTER COMPANY) the details on the Examinations, Tests and Assignments criteria and evaluation for ENIOMAHS (SISTER COMPANY)'s submission to the Ministry of Health and the Ministry of Education, Brunei Darussalam. LUC is also to advice and provide ENIOMAHS (SISTER COMPANY) with the standard LUC's grading and assessment. This include students' entry requirements for the specific programmes.
- 2.5 LUC's will assist sister company of ENIOMAHS (SISTER COMPANY) for recruitment of lecturer and consultant as required. As the rate of employment will be follow the local rate or equibalance to LUC's rate. ENIOMAHS (SISTER COMPANY) have a right to employ or not to if the rate of salary is not matching and agreeable by the management (Subject for further negotiation and consideration).

AGENDA 3

Fees, Costs, Profits and Payments

- 3.1 Once approved and fully registered, the LUC and ENIOMAHS (SISTER COMPANY) shall proceed on stated at agenda clause 1.2 &1.3

AGENDA 4

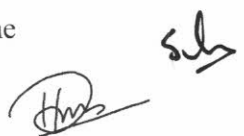
DURATION OF THIS MOU

- 4.1 Duration of this MOU shall be valid for 10 years and subject to renewal and subject to ENIOMAHS (SISTER COMPANY) obtaining the necessary approvals from the Ministry of Health and the Ministry of Education, Brunei Darussalam and other Government's agencies in Brunei Darussalam.

AGENDA 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 This MOU is not binding upon the parties hereto. However, LUC agrees to honour this MOU that throughout the duration of this MOU, LUC shall not engage, negotiate and/or enter into any agreement with another partner or interested companies in the

Two handwritten signatures are present in the bottom right corner of the page. The first signature is written in dark ink and appears to be 'Hus'. The second signature is written in a lighter, possibly blue or grey ink and appears to be 'sh'.

jurisdiction of Brunei Darussalam which intend to do the same line of business as ENIOMAHS (SISTER COMPANY).

- 5.2 ENIOMAHS (SISTER COMPANY) agrees to honor this MOU that they will not use any of LUC's intellectual property for any other purposes . Upon obtaining approval from Brunei government, if ENIOMAHS (SISTER COMPANY) decides not to proceed with the project then ENIOMAHS (SISTER COMPANY) will pay a lump sum of BND 1 million Brunei dollar) to LUC

'This is reasonable of Brunei Darussalam Possible population and Return of investment value. Hence LUC's Should be able to protect ENIOMAHS (SISTER COMPANY) by contributing opinion on security of Business.'



AGENDA 6

CONFIDENTIALITY

- 6.1 All information and/or data in the course of this MOU, negotiations and transactions shall be treated as strictly confidential or class as commercial-in-confidence and shall not be under any circumstances be divulged by LUC and ENIOMAHS (SISTER COMPANY) without prior written consent from each other.

AGENDA 7

EXCLUSIVITY AND INTELLECTUAL PROPERTY

- 7.1 All documents under clause Agenda 2 will have exclusive copyright and all other intellectual property rights are at all times belong to Lincoln University College Malaysia .
- 7.2 All the business proposal that produce by ENIOMAHS (Sister company) or business planning by both parties (LUC's and ENIOMAHS (Sister company)) are all times belong to ENIOMAHS (Sister company) Brunei

AGENDA 8

NO TERMINATION

- 8.1 There shall be no termination by LUC and ENIOMAHS (SISTER COMPANY). Where the termination is inevitable or due to force majeure or due to circumstances beyond the control of both parties or that the approval from the Governments' agencies in Brunei Darussalam is not possible and after several attempts are disapproved, LUC or ENIOMAHS (SISTER COMPANY) may terminate this MOU in writing.

AGENDA 9

LEGAL FEES

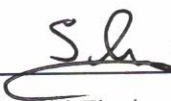
- 9.1 Each Party shall bear their own costs.

Two handwritten signatures are present at the bottom right of the page. The first signature is a cursive script, possibly reading 'Hus', and the second is a more stylized cursive signature, possibly reading 'Sul'.

IN WITNESS WHEREOF, the Parties hereto, being fully authorised, have entered into this Memorandum of Understanding with the intent that it is effective as of the date signed by each party.

SIGNED for and on Behalf of
LINCOLN UNIVERSITY COLLEGE
MALAYSIA (LUC)

SIGNED for and on behalf of
EINSTEIN NAKHODA INSTITUTE
OF MEDICINE & HEALTH SCIENCE
BRUNEI



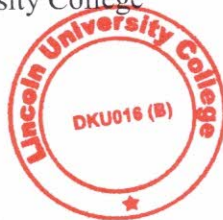
(Datuk Dr. Hjh Bibi Florina Binti Abdullah)

Pro-Chancellor
Lincoln University College

Witnessed by ,



Prof. Dr. Amiya Bhaumik
President
Lincoln University College





09/02/2021

(Noorhazny Bin Abdul Sani)
Managing Director
Einstein Nakhoda Institute Of
Medicine & Health science

Witnesses by ,

Dr Hj Mohd Yusni Bin Hj Md Yassin
Director of Medicine
Einstein Nakhoda Institute of
Medicine & Health Science

**Memorandum of Cooperation between Nanyang
Medical College of China and Lincoln University
College of Malaysia on the Joint Construction of
"One Belt And One Road" Lincoln University
College Zhongjing College**

I .Cooperation background

Nanyang Medical College, China (hereinafter referred to as "Nanyang Medical College") and Lincoln University College, Malaysia (hereinafter referred to as "Lincoln University") have signed Memorandum of Understanding (MOU) in Changsha, Hunan province, China to establish a cooperative relationship since January 2019. In October and December 2019, the leaders of the two delegations paid successful visits to Nanyang and Kuala Lumpur to further expand the scope and depth of cooperation. In May 2020, the Department of Education of Henan Province approved the two colleges to cooperate in running the "Stomatology" Sino-Malaysian cooperative college education project. In September 2020, the first batch of 89 students were successfully enrolled.

In order to promote the high-quality development of One

Belt And One Road, enhance the depth of cooperation between the two countries and the two colleges, and promote the two-way exchange and training of teachers and students, Nanyang medical college learning, carrying out the Henan provincial party committee, the provincial government "about to develop national economy and social development of Henan province 14 five-year plan and 2035 vision", the provincial development and reform commission "Key points of the three-year work of participating in the construction of "One Belt, And One Road" (2019-2021)" , the provincial education department "'One Belt And One Road" Education Action Plan "(teach [2018] No. 101)" and other documents spirit, on Lincoln University College in Malaysia to build "One Belt and One Road Lincoln university college Zhongjing college" (hereinafter referred to as Lincoln university Zhongjing college), and other matters reaches the following cooperation.

II.Content :

1. Nanyang Medical College and Lincoln University College Malaysia, together with Nanyang's related Chinese medicine enterprises, hospitals, research and development institutions, build an international production, learning and research base of Nanyang Chinese Medicine - "One Belt and One Road Lincoln University Zhongjing college "at the Kuala Lumpur campus of Lincoln University.

2. According to the relevant requirements and standards of Malaysia and the Ministry of education of China, "Lincoln University Zhongjing college" offers undergraduate, master and doctoral degrees of traditional Chinese medicine, medicine and related majors. The specific teachers, courses, training specifications and graduation requirements are jointly developed and set up by both sides. The bachelor's degree, master's degree and doctor's degree of traditional Chinese medicine and related majors of Lincoln University College of Malaysia are awarded.

3. "Lincoln University Zhongjing college" makes full use of the resource advantages of traditional Chinese medicine diagnosis and treatment, high-quality Chinese herbal medicine planting and modern Chinese herbal medicine manufacturing in Nanyang City to set up a Chinese medicine technology research

and development and marketing center to explore and serve the Chinese medicine market in Malaysia and Southeast Asia.

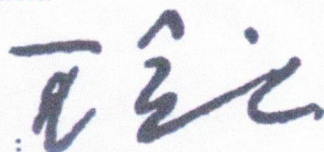
III.Details of the above shall be separately negotiated and signed by both parties.

Nanyang Medical College

College of China

President :

Signing Date :

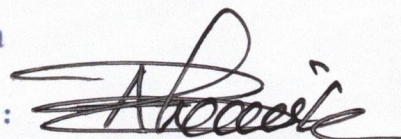


Lincoln University

of Malaysia

President :

Signing Date :



02 JUN 2021





TERAPUTICS SDN. BHD.

PERJANJIAN PERSEFAHAMAN

ANTARA

ASIA PACIFIC HIGHER LEARNING SDN BHD

(Company No.: 512207-D)

Owner and license holder of

LINCOLN UNIVERSITY COLLEGE

(LINCOLN)

DAN

TERAPUTICS SDN BHD

(Company No. 1181163-X)

("TERAPUTICS")

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

TERAPUTICS SDN BHD (Nombor pendaftaran :0590500-W) sebuah syarikat pengilang ubat-ubatan farmaseutikal bertaraf GMP di alamat di Lot 10 & 11, Perda Industrial Park, Lorong IKS, Simpang Ampat B, 14100 Simpang Ampat, Pulau Pinang (selepas ini dirujuk sebagai "TERAPUTICS"), di satu pihak yang lain.

KOLEJ UNIVERSITI LINCOLN dan TERAPUTICS 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. TERAPUTICS adalah sebuah syarikat pengilang ubat-ubatan farmaseutikal bertaraf GMP. Pihak KUL akan menghantar pelajar untuk tujuan melakukan latihan di kilang selama tempoh yang dipersetujui oleh kedua belah pihak kepada TERAPUTICS.
 - i. Menawarkan juga kemudahan Latihan, Fasiliti dan Pengiklanan yang dipersetujui bersama oleh kedua-dua pihak.

- C. Berikutan perbincangan antara KUL dan TERAPUTICS, 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 TERAPUTICS 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 TERAPUTICS dalam penggunaan dan akses kemudahan dan sumber TERAPUTICS 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 kapisiti 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 TERAPUTICS 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 keempunyaann 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 TERAPUTICS. 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. SERAH HAK

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 TERAPUTICS, kedua-dua pihak menurunkan tandatangan di bawah ini pada tarikh dan tahun yang tertera dibawah :-

DITANDATANGANI OLEH

untuk dan bagi pihak



LINCOLN UNIVERSITY COLLEGE

(Nombor pendaftaran:DKU 016 (B))

DITANDATANGANI OLEH

untuk dan bagi pihak



TERAPUTICS SDN BHD

(Nombor pendaftaran: 0590500-W)

TERAPUTICS SDN BHD

(590500-W)

Lot 10 & 11 Perda Industrial Park, Lorong IKS, Simpang Ampat B
14100 Simpang Ampat, SPS, Penang, Malaysia.

Tel : 04-588 0519 / 5880371 / 588 9990

Fax : 04-5880424

Tarikh :

Tarikh :



PERJANJIAN PERSEFAHAMAN

ANTARA

ASIA PACIFIC HIGHER LEARNING SDN BHD

(Company No.: 512207-D)

Owner and license holder of

LINCOLN UNIVERSITY COLLEGE

(LINCOLN)

DAN

LUNACARE SDN BHD

(Company No. 1181163-X)

("LUNACARE")

www.lunacare.com.my

Lunacare Sdn Bhd (1181163-X)

23, Lorong Perusahaan Sungai Lokan 1, Kawasan Perusahaan Sungai Lokan
13800 Butterworth, Penang, Malaysia.

☎ +604-3566822 📞 Hp Tel: +60169214938

✉ Email: sales.lunacare@gmail.com

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

LUNACARE SDN BHD (Nombor pendaftaran :1181163-X) sebuah syarikat kosmetik di alamat di NO :23, Lorong Perusahaan Sungai Lokan 1, Kawasan Perusahaan Sungai Lokan, 13800 Butterworth, Pulau Pinang (selepas ini dirujuk sebagai "LUNACARE"), di satu pihak yang lain.

KOLEJ UNIVERSITI LINCOLN dan LUNACARE 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. LUNACARE adalah sebuah syarikat kosmetik,. Pihak KUL akan menghantar pelajar untuk tujuan melakukan latihan di kilang selama tempoh yang dipersetujui oleh kedua belah pihak kepada LUNACARE.
 - i. Menawarkan juga kemudahan Latihan, Fasiliti dan Pengiklanan yang dipersetujui bersama oleh kedua-dua pihak.
- C. Berikutan perbincangan antara KUL dan LUNACARE, 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 LUNACARE 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 LUNACARE dalam penggunaan dan akses kemudahan dan sumber LUNACARE 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 kapisiti 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 LUNACARE 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 LUNACARE. 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.

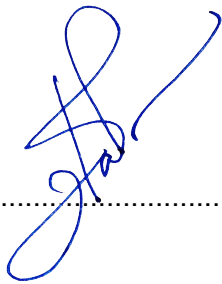
13. KERJASAMA DAN HUBUNGAN BERSAMA

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 LUNACARE, kedua-dua pihak menurunkan tandatangan di bawah ini pada tarikh dan tahun yang tertera dibawah :-

DITANDATANGANI OLEH
untuk dan bagi pihak

LINCOLN UNIVERSITY COLLEGE
(Nombor pendaftaran:DKU 016 (B))



Tarikh :

DITANDATANGANI OLEH
untuk dan bagi pihak

LUNACARE SDN BHD
(Nombor pendaftaran: 1181163-X)





Cheryl Ooi

Tarikh : 05/07/2022

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
MADHYA PRADESH BHOJ OPEN UNIVERSITY, BHOPAL, INDIA
AND
LINCOLN UNIVERSITY COLLEGE, KUALALUMPUR, MALAYSIA

This Memorandum of Understanding (hereinafter called "MoU") has been made and entered into on the Day of September 2023 by and between:

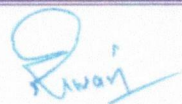
- a. **Madhya Pradesh Bhoj Open University, Bhopal** (hereinafter referred as, MPBOU) having its Head office at:
Kolar Road, Opposite Chuna Bhatti Police Station, Bhopal - 462016, India
E-mail: vco.mpbou@gmail.com

Herein represented by Prof. Sanjay Tiwari in his capacity as **the Vice Chancellor, Madhya Pradesh Bhoj Open University, Bhopal** (hereafter referred as MPBOU) duly authorized hereto. **M.P. Bhoj (Open) University, Bhopal (M.P.) 462016** is a Public university which was established by the government of Madhya Pradesh in the year 1991. MP Bhoj Open University was introduced by the government of MP to bring higher education to the underprivileged people in the central Indian state. MPBOU distance learning offers courses at the UG (undergraduate), PG (postgraduate), PG Diploma and Diploma in Energy Management in its Distance Learning level. University has regional centers in 11 cities – Bhopal, Rewa, Sagar, Satna, Ujjain, Barwani, Hoshangabad, Indore, Gwalior, Jabalpur, and Chindwara.

And

- b. **LINCOLN UNIVERSITY COLLEGE** (hereinafter referred as "LUC") having its office at:
Main Campus – Wisma Lincoln
No.12-18, Jalan SS6/12, Off. Jalan Perbandaran,
47301 Petaling Jaya, Selangor, Kualalumpur, Malaysia.
Email: info@lincoln.edu.my

Herein represented by **Dr. AMIYA BHAUMIK**, in his capacity as Executive Founder President of **LINCOLN University College** duly authorized hereto, LUC is approved by the Ministry of Higher Education in Malaysia and has 5 Star ranking by the Ministry of Higher Education, Malaysia in 2017 and 2019. MPBOUC is in the top position in Malaysia and in Global rankings number 32 ,under SDG 4 (Times Higher Education Impact Ranking)
[https://www.timeshighereducation.com/rankings/impact/2023/quality-education#!/length/25/locations/MYS/sort by/rank/sort order/asc/cols/stats](https://www.timeshighereducation.com/rankings/impact/2023/quality-education#!/length/25/locations/MYS/sort%20by/rank/sort%20order/asc/cols/stats), in the



Global ranking of the "Times Higher Education University Impact Ranking" 2023. LUC is placed at 248 ranks in the "QS World University Asia Ranking 2022". LUC is also an ISO 9001:2015 certified academic institution. LUC is an associate member of the "Association of Indian Universities (AIU)". LUC is a member of the "Association of Commonwealth Universities (ACU)".

1. Preamble:

The general objective of this Memorandum of Understanding (MOU) is to stimulate and facilitate the development of collaborative and mutually beneficial programmes which serve to enhance the intellectual and academic development of the students and faculties of both the institutions, and to contribute to increased international academic cooperation and collaboration as envisaged in the National Education Policy (NEP) 2020 of India.

2. Broad areas (But not limited) of academic collaboration are the following:

- a) Dual Degree award as per UGC of India rules and regulations or :
 - Students of MPBOU can take 50% courses in MPBOU and or affiliated colleges
 - Remaining 50% of courses from LUC
 - Both LUC and MPBOU will do the mapping of courses
- b) Students of MPBOU including its Regional Centers can have integrated Master programs
- c) Joint PhD and Post-Doctoral Programmes in the University Departments/ Schools/Centre and Autonomous/Govt./Aided/Unaided Affiliated Colleges.
- d) Course sharing and Credit Transfer for the courses and programmes conducted in the University Departments/ Schools/Centre and Autonomous/ Govt./ Aided/ Unaided Affiliated Colleges.
- e) Starting of short-term Skill/Career Certificate/ Diploma PG Diploma programmes in the University Departments/ Schools/Centre and Autonomous/ Govt./ Aided/ Unaided Affiliated Colleges.
- f) Joint Projects, Assignments and Collaborative Studies in the University Departments/ Schools/Centre and Autonomous/Govt./Aided/Unaided Affiliated Colleges.
- g) Joint Publications of Articles, Journals and Books in the University Departments/ Schools/Centre and Autonomous/Govt./Aided/Unaided Affiliated Colleges.
- h) Joint Patents and Research Projects.
- i) Exchange of Faculty and Students in the University Departments/ Schools/Centre and Autonomous/Govt./Aided/Unaided Affiliated Colleges.
- j) Joint Conferences, Seminars, Workshops in the University Departments/ Schools/Centre and Autonomous/Govt./Aided/Unaided Affiliated Colleges.
- k) Supportive activities for International Accreditations.



- l) Cultural and Sports Exchange and organizing joint programmes/ events in the University Departments/ Schools /Centre and Autonomous/ Govt./ Aided/ Unaided Affiliated Colleges.

3. Nature of the Agreement:

- a. This agreement is treated as the principal agreement.
- b. By this agreement the Lincoln University College Malaysia and the MPBOU, India agree to establish International Academic Collaboration to facilitate the development of collaborative and mutually beneficial programmes that include twinning / credit transfer and or dual degree award
- c. Prior to initiating any specific activity or programs, in the University Departments/ Schools/Centre and Autonomous/ Govt./ Aided/ Unaided Affiliated Colleges, the parties will negotiate and enter into a definite agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including financial commitments, academic freedom commitments, immigration and compliance obligation and details of the exchange or collaborative relationship.
- d. This MoU is not intended to create any legally binding obligation on either institution but it is including to facilitate discussions regarding general areas of cooperation.

4. Academic Coordinator:

- a. For the smooth carrying out of the liaison work, Lincoln University College Malaysia and **M.P. Bhoj (Open) University, Bhopal (M.P.)** will appoint one co-coordinator each for smooth function of the operation .
- b. The Academic Coordinator will identify the new areas of cooperation between the **M.P. Bhoj (Open) University, Bhopal (M.P.)** and the Lincoln University College and forward the proposals to the Lincoln University College for approval.

5. Confidentiality: All the parties shall maintain secrecy and confidentiality of all matters related to this agreement and shall not reveal the contents or methodology imparted to another institution or party without the prior written approval of the parties.

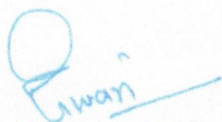
6. Arbitration: Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this Agreement, which cannot be satisfactorily settled by correspondence or mutual conference



between the parties hereto shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereto. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by the parties on mutual agreement. The venue of such arbitration shall be decided by the arbitrator and the language of arbitration shall be English.

7. Term of the Agreement:

- a. This agreement will take effect from the date of its signing and shall be valid for a period of Five (05) years unless sooner terminated, revoked or modified by mutual written agreement between the Parties, and may be extended by mutual written agreement.
 - b. The aim of the Memorandum of Understanding shall be to achieve a broad balance in the respective contributions and benefits of the collaboration, and this shall be subject to periodic review by both Institutions.
 - c. Either party may terminate the Agreement at any time during the term by the provision of three months written notice to the other party.
8. All correspondence between the parties pertaining to this Agreement shall be in English language and addressed by e-mail to the representatives of the respective parties or by registered/speed post at the addresses mentioned below with copy marked to the Academic Coordinator.



Prof. Sanjay Tiwari
Vice-Chancellor
on behalf of

M.P. Bhoj (Open) University, Bhopal
Tel: +91 9424225771
Email: vco.mpbou@gmail.com,

Prof. (Dr.) Sanjay Tiwari
Vice Chancellor
M.P. Bhoj (Open) University
Bhopal (M.P.)



Dr. Amiya Bhaumik
Executive Founder President
on behalf of

Lincoln University College Malaysia
Wisma Lincoln, No.12-18, Jalan SS6/12
Perbandaran, 47301 Petaling Jaya
Selangor, Kuala Lumpur, MALAYSIA
Tel: +60122882562
Email: amiya@lincoln.edu.my





**Memorandum of Understanding
Between
Ningbo College of Health Sciences, China
and
Lincoln University College, Malaysia**

Ningbo College of Health Sciences (NCHS), 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:

- a. Joint program leading to the degree of Bachelor to be awarded by both NCHS and LUC.
- b. Admission of postgraduate students who has got Bachelor's degree from NCHS into LUC.
- c. Exchange of academic staff
- d. Joint research activities
- e. Participation in seminars and academic meetings
- f. Exchange of academic materials and other information
- g. Ph.D studying program for serving teachers in NCHS

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.

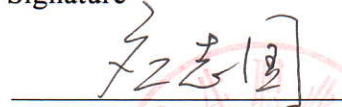
Signature




Lincoln University College

Date: 2021-5-6

Signature



Ningbo College of Health Sciences

Date: 2021.5.6

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Pankajakasthuri Herbal Research Foundation (PHRF)

Killy, Kattakada, Thiruvananthapuram, Kerala, India

AND

Lincoln University College (LUC)

Petaling Jaya, Selangor Darul Ehsan, Malaysia

AND

Institute of Biology and Clinical Research (IBCR),

Thiruvananthapuram, Kerala, India

FOR

Execution of Skill Programs in Clinical Research and Bio Medical Technology

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 15th Day of December 2022 as addendum to the parent MOU signed by and between the parties on Academic, Research, Industry and Related Associations dated 19 September 2022.



1. FIELD OF COOPERATION:

- A.** Execution of International Certification program as weekend Certification course in Clinical research @ Fellow of Clinical Trial Profession (FCP) in as vocational training program in technical collaboration with Institute of Biology and Clinical Research & Lincoln University College, Malaysia as skill development and training program for medical, AYUSH, dental, Physiotherapy, Pharmacy students who wanted to choose a career in drug R&D and Clinical Research. This program shall be executed as Industry Integrated Education Program (IIEP) model in PHRF campus.
- B.** Execution of Medical Diagnostics and Medical diagnostic report interpretation training: Certification Course in BioMedical Technology (BMT) is beneficial for Interns, PG's and Clinicians IN AYURVEDA. These skill development programs are designed to foster a better understanding of how the diagnoses of any given ailment using modern technologies are helpful in disease assessment and further treatment. Students choose a concentration within the broader field of medical diagnostics, such as body fluid based diagnostic techniques, Imaging techniques and Biopsy techniques. The participants can use their earned skills in their clinical practice. This vocational training program in technical collaboration with Institute of Biology and Clinical Research & Lincoln University College, Malaysia, shall be executed as Industry Integrated Education Program (IIEP) model in PHRF campus.

Course Objectives:

- Understanding basic principles and phenomena in the area of skill certification.
- Theoretical and practical preparation enabling students to understand the methodologies and professional applications of various training modules
- Week-End program run of more than 75 Demonstrative / Practical / Orientation sessions by IBCR assigned Specialty Physicians, clinical trial experts, bio-medical technologists, pathologist, radiologists, biochemists and microbiologists within a duration of ONE YEAR training or by completion of 75 technical session.



WHEREAS,

1. PHRF offers local Brand to enrol Ayurvedic graduates /Physicians in the program and shall provide space to execute the program in the campus.
2. IBCR shall coordinate in the candidate enrolment in the program, to coordinate on the counselling & enrolment process of the candidates in the program, Depute experts to execute the physical /online classes and training. To conduct weekly / monthly/ final evaluations of the candidates. To maintain LUC relations to perform, final assessment of the candidates and issuance of course certificates.
3. LUC shall register the candidates in the program. To oversee the academic process and issuance of certificate for successful candidates.

INTAKE: 50 students per program / session.

FINANCIALS:

- A) Tuition Fees per student for the Certification in Clinical Research Program: 950\$ (75000₹). Whereas IBCR share shall be- 550\$, PHRF share shall be 300\$ & LUC share shall be 100\$
- B) Tuition Fees per student for the Certification in Bio Medical Technology Program: 1250\$ (1,00,000₹). Whereas IBCR share shall be- 750\$, PHRF share shall be 400\$ & LUC share shall be 100\$

Authorized signatory

		
Signature	Signature	Signature
Dr. J. Hareendran Nair Secretary, Pankajakasthuri Herbal Research Foundation, India Date: 15 th December 2022.	Prof. Dr. Amiya Bhaumik President, Lincoln University College, Malaysia Date: 15 th December 2022.	Dr. K.P. Srinivasakumar Head- Clinical Operations, Institute of Biology and Clinical Research, India Date: 15 th December 2022



Memorandum of Understanding (MOU)

between

LINCOLN UNIVERSITY COLLEGE (LUC)

and

HWA YUEN CHINESE MEDICINE AND ACUPUNCTURE

Collaborative Parties

Party A

Lincoln University College

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

Contacts: Aya,+60196406011, xun@lincoln.edu.my

Party B

HWA YUEN CHINESE MEDICINE AND ACUPUNCTURE

25A, Jalan SS 22/19, Damansara Jaya,
47400 Petaling Jaya, Selangor
Malaysia

Contacts:

Recitals

- Lincoln University College manages a higher education institution (hereinafter referred to as "LUC").
- HWA YUEN CHINESE MEDICINE AND ACUPUNCTURE owns and manages a community clinic focusing on traditional Chinese medicine, health, wellness, and TCM treatment (hereinafter referred to as "Training Center").
- LUC intends to train students in traditional Chinese medicine (hereinafter referred to as "Students") for duration depending on the specific course (diploma, undergraduates, postgraduates in TCM).
- LUC wishes to utilize the facilities, equipment, and services of the Training Center (hereinafter referred to as "Facilities") for teaching and training its students, and HWA YUEN CHINESE MEDICINE AND ACUPUNCTURE agrees to provide these facilities as per this agreement.

1. Scope of Agreement

1.1 LUC may use the Training Center's facilities within the scope of this agreement for teaching and training students.

1.2 The teaching and training of students will include clinical skills research activities conducted at the Training Center.

1.3 LUC will appoint a Clinical Instructor or Lecturer (hereinafter referred to as "CI") to help arrange clinical internship schedules, supervise teaching and research activities, and generally manage students and their attendance.

1.4 Training Center as a Strategy partner of recruiting students and lecturers from China and Malaysia.

2. Term of Agreement

2.1 This agreement is valid for five (5) years from the date of signing and will automatically renew for another five (5) years unless terminated earlier as provided herein.

3. Consideration

3.1 Subject to the terms and conditions of this agreement, LUC will pay the Training Center RM 200.00 -RM500.00 per student per semester.

3.2 Recruiting students from China, LUC will pay for the 10% commission of the total tuition fee per student. If recruiting Malaysia local students, LUC will pay RM1,000 per student as commission.

3.3 As a CI appointed by LUC, LUC will pay for the salary with LUC teacher salary standard.

3.4 If training center provides staff from their clinic to top up degree in LUC, who is Malaysia local, LUC will provide scholarship to them.

4. Obligations of LUC

4.1 The schedule for the teaching and training programs mentioned in this agreement will be regularly discussed and agreed upon by the Training Center and LUC.

4.2 LUC will ensure that its students and/or CI comply with all orders, instructions, regulations, and other requirements of the Training Center, whether oral or written.

4.3 LUC will ensure that its students and/or CI do not disclose or handle any information from the Training Center, including but not limited to medical records and any instructions mentioned in 4.2, unless it is necessary to fulfill the obligations of this agreement.

4.4 If any property of the Training Center is directly or indirectly damaged or lost due to the actions of LUC 's students and/or CI, LUC students will be responsible for compensating the Training Center for the reasonable repair or replacement costs.

4.5 During the term of this agreement, LUC will maintain sufficient insurance to cover its students for liabilities arising from actions, errors, negligence, or other reasons while using the facilities.

5. Use of Facilities

5.1 While providing services at the Training Center, the CI must ensure that students identify themselves as students and obtain patient consent before providing any services. LUC must ensure that students do not give patients the impression that they are qualified personnel.

5.2 If services from any subordinate staff of the Training Center are required, students should request through the relevant department supervisor, who will arrange for the subordinate staff to provide the services.

5.3 The Training Center will not be responsible for any injury, loss, or damage to patients or other persons resulting from services provided by the students, if damaged by students, students will responsible for that.

5.4 LUC will insure all students, covering various protections.

6. Termination

6.1 If LUC breaches or fails to comply with any provisions of this agreement and fails to remedy the breach within thirty (30) days of receiving written notice or within a longer period specified in the notice, Training Center may terminate this agreement effective from the date specified in the notice, which shall be no less than three (3) months.

6.2 If Training Center breaches or fails to comply with any provisions of this agreement, LUC may notify Training Center, who shall remedy the breach within thirty (30) days of receiving the notice or within a longer period specified and mutually agreed upon by both parties.

6.3 Either Training Center or LUC may terminate this agreement with three (3) months' written notice to the other party without any reason. However, even after the agreement's termination, students who have started their training at the Training Center will be allowed to complete their course, during which the terms and conditions of this agreement will remain binding on both parties.

7. Consequences of Termination

7.1 Except as provided in Clause 6, neither party shall make any claims against the other party due to the termination of this agreement.

7.2 Upon termination of this agreement pursuant to Clause 6, LUC shall remove all its personal property from the Training Center, including equipment, partitions, and fixtures, without causing any damage to any buildings or structures. If there is any damage, LUC shall pay for the repairs before or at the time of removal.

8. Confidentiality

8.1 Both parties shall keep confidential any documents, information, and data received during the term of the agreement and shall not disclose or publish any statements or materials related to this agreement without the other party's written consent, even after the termination of the agreement.

9. Data Protection

9.1 In exercising their rights and obligations under this agreement, both parties shall comply with Malaysia's privacy and data protection laws. No personal data received under this agreement shall be disclosed to any third party without the written consent of the other party or the individual to whom the data belongs.

10. Force Majeure

10.1 Neither party shall be deemed in breach of this agreement for failing to perform its obligations (or any part thereof) due to an event of force majeure. Events of force majeure include but are not limited to:

- War (whether declared or not), hostilities, acts of foreign enemies;
- Insurrection, revolution, rebellion, military or usurped power, civil war, or acts of terrorism;
- Natural disasters including but not limited to earthquakes, floods, spontaneous combustion, or any other natural forces reasonably unforeseeable by experienced contractors;
- Nuclear explosions, radioactive or chemical contamination, or radiation;
- Pressure waves caused by supersonic aircraft;
- Riots, disturbances, or disorder unless limited to employees or personnel of LUC or Training Center;
- Epidemics/pandemics in Malaysia;
- Any change in government/certification/regulatory policies rendering it unreasonable for either party to operate courses as per the terms and conditions of this agreement. 10.2 If a force majeure event renders a party unable to fulfill its obligations (or any part thereof) under this agreement (hereinafter referred to as the "Affected Party"), the Affected Party shall immediately notify the other party of the occurrence and details of the force majeure event and its consequences. 10.3 If either party believes that the severity or duration of the force majeure event renders the original intent of this agreement invalid, both parties may agree to terminate this agreement by mutual consent.
-

11. Waiver

11.1 Failure by either party to enforce any terms of this agreement at any time shall not be construed as a waiver of that term or any other terms of the agreement, nor shall it be construed as a waiver of any continuing, subsequent, or future breaches.

12. Authorized Representatives

12.1 If an authorized representative of Training Center is required to execute any documents or take any actions under this agreement, a written authorization is necessary.

12.2 If an authorized representative of LUC is required to execute any documents or take any actions under this agreement, a written authorization is necessary.

13. Indemnity

13.1 LUC shall indemnify and keep Training Center indemnified against any claims arising or potentially arising from:

- LUC's negligence or willful act or omission in performing this agreement;
- Any loss or damage to property or injury to any person caused by LUC, not resulting from the Training Center's negligence or willful act.

14. Renewal of Agreement

14.1 LUC shall notify Training Center of its intention to renew this agreement at least one year before the expiry date under Clause

14.2. If Training Center agrees to renew at its absolute discretion, the agreement shall be renewed for a further period under mutually agreed terms and conditions.

15. Variation of the Agreement

15.1 The terms of this agreement may be varied by mutual consent in writing by both parties from time to time.

16. Stamp Duty and Costs

All solicitors' costs and expenses incurred in the preparation and finalization of this agreement shall be borne by the respective parties. The stamp duty payable in respect of this agreement shall be borne by LUC.

17. Time

17.1 Time is of the essence whenever mentioned in this agreement.

Lincoln University College Malaysia	Hwa Yuen Chinese Medicine and Acupuncture
Representative: Mohd Nikmat Bin Wahib	Representative: Tan Kar Cheong
Signature and seal: 	Signature and seal: 
Date: 4-7-2024	Date: 4-7-2024

MOHD NIKMAT BIN WAHIB
REGISTRAR
REGISTRAR DEPARTMENT
LINCOLN UNIVERSITY COLLEGE
Pan No. DK11016(R)

HWA YUEN CHINESE MEDICINE AND ACUPUNCTURE
(SA0573640-K)
25-A, JALAN SS22/19, DAMANSARA JAYA,
47400 PETALING JAYA, SELANGOR
H/P: +6017-2202762
EMAIL: hwayuen@outlook.com

04 JUL 2024

DATED THIS 25rd DAY OF May 2023

MEMORANDUM OF UNDERSTANDING

Lincoln University College
No. 12-18 Off Jalan Perbandaran, SS 6/12, Kelana Jaya
47301 Petaling Jaya, Selangor D. E. , Malaysia
represented by
Prof. Dr. Amiya Bhaumik. MSc, MBA, PhD. President Lincoln
University College,

In cooperation with

IHM INTERNATIONAL – Institute for technology-based
education in Health, Management and Social Services,
Alois-Auer-Straße 15, 4600 Wels, Austria
represented by
Prof. DDr. Martin Stieger, President, and
Stefan Bergmann, CMOO

AND

IHE Group, Institute of Higher Education, 3 Street, Jugurtha,
Tunis 1002, Tunisia
represented by
Prof. Slaheddine Hellara, Founder and President,
IHE Group

THIS MEMORANDUM OF UNDERSTANDING is made on the 17rd day of March 2023

BETWEEN

Lincoln University College, a academic institution duly registered under Ministry of Education, Malaysia having its registered office at Wisma Lincoln, No. 12-18 Off Jalan Perbandaran, SS 6/12, Kelana Jaya, 47301 Petaling Jaya, Selangor D. E. , Malaysia (herein after referred to as “**LUC**”)

In cooperation with

IHM International (Association number 301155154) – Institute for technology-based education in Health, Management and Social Services, a non-profit organization registered under the official Austrian register of associations and is located at Alois-Auer-Straße 15, A-4600 Wels, Austria (hereinafter referred to as “**IHM**”). of the one part;

AND

IHE Group, the Institute of Higher Education, is a group of a lot of private higher education institutions established in several European, African and Asian countries. (herein after referred to as “**IHE**”)

(LUC & IHM and IHE hereinafter referred to singularly as “the Party” and collectively as “the Parties”)

WHEREAS

- A. LUC is a private Higher Learning Institution (HEP) registered No. DKU016(B) under the Malaysian Private Higher Educational Institutions Act 1996, which offers tertiary level education and training in the areas, amongst others, Medicine, Pharmacy, Dentistry, Nursing, and has the expertise and the capability to provide management, research and development, consultancy services and advancement of technology in the education industry as needed for the cooperation in this educational program.

B. IHM is a non-profit organization, registered under the official Austrian register of associations, with the association number 301155154, that has developed and introduced high-quality medical education training programs internationally and owns resources including outstanding professors and curricula from European universities, medical schools and other training organizations. IHM has developed a professional know how in the following areas:

- (i) planning, developing and managing health care centers of different types like Wound Care Centers, Lymphedema Centers, Home Care Centers, etc.
- (ii) telemedicine and digital documentation
- iii) scientific work according to international standards

C.

Founded in 1998, the Institute of Higher Education is a group of a lot of private higher education institutions established in several European, African and Asian countries. Its primary mission is to focus on the skills needed to develop a real professionalism and employability of its students. During these years, the institute has forged a strong identity, a strong reputation for responsibility and seriousness, combined with a great openness to the world, as part of a proactive approach of innovation whose objective is the success of the student and her future professional. Recognized by the quality of its speakers and its courses, the institute has also built its notoriety on a specific pedagogy based on the success of studies and the construction of the professional project. Within this framework,

The IHE offers professional trainings which are intended to companies and their employees for modules whose duration and frequency can be adapted in order to professionalize company's executives, managers and employees.

D. LUC & IHM and IHE are desirous to collaborate enter into this Memorandum of Understanding subject to the terms and conditions stated herein and have agreed that any specific academic training areas shall be subject to a formal agreement.

- 1.1 This Agreement is effective from the date of signing (hereinafter referred to as **("the Effective Date")**) and is for a period of five (5) years.

2. SCOPE OF SERVICES

- 2.1 The purpose of this MOU is to ensure mutual understanding of key responsibilities of each Party to promote academic, training and non – academic exchanges in the following areas: -
- (a) Academic cooperation
 - (b) Local quality management and support for planned programs
 - (c) Development for programs in the field of health economy

3 REPRESENTATIONS AND WARRANTIES

- 3.1 The Parties hereby represents, warrants and covenants as follows: -
- (a) that the Parties are duly organized and validly existing under the laws of its corporation in Tunisia and Austria, respectively.
 - (b) that the Parties have the requisite power to enter into this Understanding and further Agreements and to exercise their rights and perform their obligations hereunder and that the Liaison person for LUC is Prof. Dr. Amiya Bhaumik. MSc, MBA, PhD. President Lincoln University College, for IHM it is Stefan Bergmann, CMOO; for IHE it is Professor Slaheddine Hellara and
 - (c) the Parties' execution of this Understanding and further Agreements and the exercise of its rights and performance of its obligations hereunder does not constitute and will not result in any breach of any agreement, law or treaty.

4. PARTICIPATION OF THIRD PARTY

- 4.1 Either Party may invite the participation of a Third Party in the joint activities, projects and/or programmes being carried out under this MOU upon the written consent of the other Party and that the Third Party shall be bound by the obligations of confidentiality as imposed herein and shall accordingly comply with the provisions of this MOU.

5 TERMINATION

5.1 Either Party may terminate this MOU by giving six (6) months' notice in writing to the other upon occurrence of any one of the following events: -

- (a) a major breach by either party of Clause (CI) and Clause (IP)
- (b) either party bringing the other into disrepute
- (c) irreconcilable differences that affect the spirit of goodwill and cooperation and material operation of services, particularly of Intellectual Party;
- (d) any minor breaches which is not rectified within the timeline given which may affect the smooth operations of this MOU.

6 CONFIDENTIALITIES

6.1 All information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and may not be disclosed to any person except:

- (a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Agreement; or
- (b) with the consent of the party who supplied the information; or
- (c) if the information is, at the date of this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or
- (d) if required by law; or

- (e) if strictly or necessarily required in connection with legal proceedings relating to this Agreement;
- (f) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information; or
- (g) if necessary, to enhance the position of the Agreement.

6.2 The restrictions contained in this Clause shall survive the termination of this Agreement and shall continue to bind a Party after it ceases to be a party pursuant to the terms of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Parties hereby acknowledge and agree that any patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, Confidential Information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in the materials and documentation provided by either Party to the other under this MOU or which either Party has access to by virtue of this MOU are the exclusive property of the respective Party and that such rights shall not in any manner be transferred to either Party under this MOU.

7.2 Either Party shall not during or at any time after termination of this MOU in any way claim, question or dispute the ownership of the respective parties to any Intellectual Property Rights referred to in clause 7.1 above.

7.3 Both Parties have agreed that any data and research findings, patent right, copyright and any other Intellectual Property Rights shall be shared proportionately to each Parties contribution which shall be subject to a formal agreement.

8. SPIRIT OF GOODWILL AND COOPERATION

8.1 The Parties have agreed to enter into this MOU in the spirit of goodwill and cooperation and will undertake to meet all the terms of this MOU.

8.2 The Parties acknowledge that they shall without delay and in good faith endeavour jointly to relieve any difficulties or misunderstanding that may arise.

9. RETURN OF MATERIALS

9.1 Any materials or documents which have been furnished by the disclosing Party to the receiving Party shall be promptly returned, accompanied by all copies of such documentation within thirty (30) days upon termination of this MOU.

10. SOLVENCY

10.1 The Parties hereby agree that the Parties are solvent at the date of this Agreement and undertake that to their knowledge there is no proceeding at law brought against the any of the parties.

11. ASSIGNMENT

11.1 The Parties acknowledge that either Party shall assign its rights in this Agreement to anyone it desires with the consent of the other Party provided always that the consent cannot be unreasonably withheld.

12 GENERAL NOTICES

12.1 All notices to be made or given by a Party hereunder (each, a "Notice") shall be in writing and delivered:

To: **Lincoln University College**

No. 12-18 Off Jalan Perbandaran, SS 6/12, Kelana Jaya
47301 Petaling Jaya, Selangor D. E.
Malaysia
Attn: Prof. Dr. Amiya Bhaumik. MSc, MBA, PhD

To :

IHM International
Alois-Auer-Straße 15, A-4600 Wels,
Austria
Attn: Stefan Bergmann

To:

IHE Group
3 Street, Jugurtha, Tunis 1002
TUNISIA
Attn: Prof. Slaheddine Hellara

CHANGE OF ADDRESS

12.2 A Party may change its address by giving Notice to the other Party.

DELIVERY METHODS

12.3 All Notices shall be given:

- (a) by personal delivery (including courier), which shall be deemed to have been delivered on the day on which it shall have been delivered to an apparently responsible person at the address listed in Clause 10.1 above;
- (b) by registered mail, charges prepaid; or
- (c) by electronic transmission, signed by the sender and marked for the attention of the person identified below.

NO PARTNERSHIP

12.4 Nothing in this MOU shall create or be deemed to have created a partnership, joint-venture or the relationship of principal and agent between the Parties.

COST AND EXPENSES

- 12.5 Each Party shall be responsible to bear the cost of expenses to the preparation and due execution of the terms and conditions stated in this MOU.

AMENDMENT

- 12.6 This Agreement shall not be amended, modified, or supplemented except by an instrument in writing signed by the Parties. Any purported amendment, modification or supplement of this Agreement not in a writing signed by the Parties shall be null and void.

IN WITNESS whereof this Memorandum of Understanding has been executed the day and year first above-written

SIGNED for and on behalf of

Lincoln University College



Prof. Dr. Amiya Bhaumik. MSc, MBA, PhD
President

in the presence of:

.....



SIGNED for and on behalf of

IHM INTERNATIONAL



Dragonerstrasse 38
A-4600 Wels
office@ihm.ac.at
www.ihm.ac.at

Prof. Dr. Georg Votava
MBA Vice President

in the presence of:

.....

Ing. Stefan Bergmann
CMOO

IHE

Prof. Slaheddine Hellara
Founder and President



In the presence of :

.....