

# COLLABORATION AGREEMENT

Between



DU044(B)

**MAHSA University**  
Registration No. DU044 (B)

And



DK193(P)

**MAHSA International College Penang**

Registration No. DK 193(P)

THIS COLLABORATION AGREEMENT ("Agreement") is made on 15<sup>th</sup> June 2026,

between

MAHSA UNIVERSITY (Ministry of Higher Education Registration No. DU044 (B)), of which Malaysian Allied Health Sciences Academy Sdn Bhd (Company Registration No. 200401016011 / 654514-M) is the registered owner; and having its business address at Jalan SP 2, Bandar Saujana Putra, 42610 Jenjarom, Selangor Darul Ehsan (hereinafter referred to as the "MU").

and

MAHSA INTERNATIONAL COLLEGE PENANG, (Ministry of Higher Education Registration No. DK 193(P)), of which VIS Professional Portfolio Sdn. Bhd (Company Registration No. 200201013502 / 581165-W) is the registered owner; and having its business address at Level 18, NB Tower, No. 5050, Jalan Bagan Luar, 12000, Butterworth, Penang (hereinafter referred to as "MICP").

MU and MICP shall collectively be referred to as the "Parties" and individually as a "Party".

#### RECITAL

- (A) MU is an accredited provider of higher education in Malaysia
- (B) MICP is an accredited provider of further and higher education in Malaysia.
- (C) MU is the owner and accredited provider of the Programme(s) and intends to franchise the Programme(s) to MICP for delivery pursuant to approvals granted by the Ministry of Higher Education Malaysia ("MOHE"), Malaysian Qualifications Agency ("MQA") and applicable laws.
- (D) MU is willing to provide all the MU Services and MICP is willing to provide the MICP Services in each case in accordance with the terms of this Agreement.
- (E) MU shall remain responsible for academic standards, programme integrity, assessment governance, quality assurance and conferment of awards relating to the Programme(s).
- (F) This Agreement sets out the nature of the relationship between the Parties and their respective obligations and defines the academic collaboration and financial arrangement between the Parties in respect of the Programme(s).
- (G) The purpose of this relationship between MU and MICP is to offer the Programme(s) of study set out in this Agreement. The relationship offers a valuable route for close collaboration between the Parties in meeting local and regional needs for coherent provision of higher education, and to help to develop diversity in the sector. In addition, it fulfils an important role in widening access for Students and may provide opportunities for Students' progression.
- (H) The Parties acknowledge that this Agreement is entered into for the purpose of establishing a clear framework governing the collaboration and franchise arrangement between MU and MICP, including their respective roles, responsibilities, rights and obligations relating to the delivery of the Programme(s).
- (I) The Parties further acknowledge that this Agreement is intended to ensure compliance with all applicable requirements of the Ministry of Higher Education Malaysia ("MOHE"), Malaysian Qualifications Agency ("MQA"), and other relevant regulatory authorities and may be submitted and relied upon in support of applications, approvals, accreditation processes, regulatory submissions and related requirements in connection with the Programme(s).
- (J) The Parties shall cooperate and provide all documents, information and assistance reasonably required for purposes of obtaining and maintaining approvals, accreditation and regulatory compliance.



NOW IT IS HEREBY AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings assigned to them:

- 1.1.1 "Academic Year" means the period of twelve (12) consecutive months as determined by the Parties and aligned with the academic calendar of the Programme(s).
- 1.1.2 "Admissions Criteria" means the admissions and entry requirements prescribed by MU for the Programme(s), as may be amended by MU from time to time in accordance with applicable regulatory requirements.
- 1.1.3 "Agreement" means this Agreement together with all Schedules, Appendices, Annexures and written amendments attached hereto and forming an integral part hereof.
- 1.1.4 "Applicable Laws" means all laws, statutes, regulations, by-laws, policies, guidelines, circulars and directives issued by any competent authority including but not limited to:
  - a) the Ministry of Higher Education Malaysia ("MOHE");
  - b) the Malaysian Qualifications Agency ("MQA") including its prevailing: Code of Practice for Programme Accreditation ("COPPA"), Code of Practice for Institutional Audit ("COPIA"), and relevant Programme Standards; and
  - c) any other applicable regulatory or legislative authority in Malaysia
- 1.1.5 "Award" means any degree, diploma or qualification awarded solely by MU.
- 1.1.6 "Awarding Body" means MU as the awarding body for the MU Award.
- 1.1.7 "Franchised Programme(s)" means programmes owned, accredited and approved by MU and delivered by MICP pursuant to this Agreement.
- 1.1.8 "Programme(s)" means the Programme or Programmes referred to in Schedule 1 of this Agreement and any other Programme that the Parties may agree in writing to include under this Agreement.
- 1.1.9 "MICP Services" means services to be provided by MICP including:
  - a) programme delivery;
  - b) facilities;
  - c) student administration;
  - d) student support;
  - e) staffing support.
- 1.1.10 "MICP Staff" means the staff and tutors engaged by MICP to teach and deliver the Programme(s) and/or assist in the administration thereof.
- 1.1.11 "MU Award" means the formal recognition and/or qualification awarded by MU to Students successfully completing a Programme listed in Schedule 1.



- 1.1.12 "MU Services" means services to be provided by MU including:
- a) curriculum ownership;
  - b) academic oversight;
  - c) quality assurance;
  - d) moderation;
  - e) programme review;
  - f) conferment of awards.
- 1.1.13 "Student(s)" means a person who fulfils the Admissions Criteria and has been admitted to or is currently participating in the Programme in accordance with the provisions of this Agreement.
- 1.1.14 "Territory" means the geographical area within Northern Peninsular Malaysia, comprising the States of Penang, Kedah, Perlis and Perak, within which MICP is authorised to deliver the Franchised Programme(s) pursuant to this Agreement, or such other geographical area as may subsequently be mutually agreed in writing by the Parties and approved by the relevant authorities where applicable.

## 1.2 Interpretation

- 1.2.1 The provisions of this Clause 1.2 shall apply to the interpretation of this Agreement unless the context otherwise requires.
- 1.2.2 Words importing the singular shall include the plural and vice versa, and words importing one gender shall include all genders.
- 1.2.3 References to a person shall include any individual, company, corporation, body corporate, partnership, association, institution, governmental authority, statutory body, agency, organisation or other legal entity.
- 1.2.4 References to any statute, legislation, regulation, by-law, guideline, circular, policy, code or other legal requirement shall include any amendment, modification, re-enactment, consolidation, extension, substitution or replacement thereof from time to time and any subsidiary legislation made thereunder.
- 1.2.5 References to Clauses, Schedules, Appendices and Annexures are references to clauses of, and schedules, appendices and annexures to, this Agreement unless otherwise expressly stated.
- 1.2.6 The Schedules, Appendices, Annexures and any documents expressly referred to in this Agreement shall form an integral part of this Agreement and shall be read and construed together with this Agreement.
- 1.2.7 Headings and titles are inserted for convenience and ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.2.8 The words "including", "include", "in particular", "such as" or similar expressions shall be construed as being without limitation.
- 1.2.9 References to a "Party" or the "Parties" shall mean the parties to this Agreement and shall include their respective successors-in-title and permitted assigns.
- 1.2.10 Any reference to a day, month or year shall mean a calendar day, calendar month or calendar year unless otherwise stated.
- 1.2.11 Any obligation on a Party not to do an act or thing shall include an obligation not to permit, allow, authorise or suffer such act or thing to be done.



- 1.2.12 In the event of any inconsistency, discrepancy or conflict between the provisions of the main body of this Agreement and any Schedule, Appendix or document attached to or forming part of this Agreement, the Parties shall first interpret such provisions in a manner that gives effect to the Agreement as a whole and the Parties' intended purpose.

Where such inconsistency cannot reasonably be reconciled:

- a) applicable laws and mandatory requirements imposed by the Ministry of Higher Education Malaysia ("MOHE"), Malaysian Qualifications Agency ("MQA") or any competent authority shall prevail;
- b) the provisions contained in the main body of this Agreement shall prevail; and
- c) the relevant Schedule or Appendix shall prevail only in respect of matters specifically intended to be governed under that Schedule or Appendix.
- d) For the avoidance of doubt, Schedule 4 shall govern financial arrangements and payment matters to the extent specifically provided therein.

- 1.2.13 This Agreement shall not be construed adversely against a Party solely on the ground that such Party was responsible for preparing or drafting any part of this Agreement.

## 2. PURPOSE AND SCOPE

### 2.1 Purpose of Agreement

- 2.1.1 This Agreement establishes the terms and conditions governing the franchise and academic collaboration between the Parties in relation to the Programme(s), including matters relating to Programme ownership, approval, delivery, academic governance, quality assurance, student administration, assessment, regulatory compliance and conferment of awards.
- 2.1.2 The Parties acknowledge and agree that this Agreement is intended to establish a clear framework governing their respective roles, responsibilities, rights and obligations in relation to the implementation, administration and operation of the Programme(s).
- 2.1.3 The Parties further acknowledge and agree that this Agreement is intended to support, facilitate and ensure compliance with all applicable requirements imposed by the Ministry of Higher Education Malaysia ("MOHE"), Malaysian Qualifications Agency ("MQA"), Programme Standards and applicable laws relating to the approval, accreditation, implementation and operation of franchised Programme(s) delivered within Malaysia, and may be relied upon or submitted in connection with regulatory submissions, approvals, accreditation exercises and related purposes.

### 2.2 Scope of Collaboration

- 2.2.1 The collaboration contemplated under this Agreement shall include the implementation, administration and management of the Programme(s), including but not limited to:
- a) delivery and operational administration of the Programme(s) by MICP;
  - b) academic ownership, oversight and control by MU;
  - c) curriculum development, management and academic governance by MU;
  - d) student recruitment, admission, enrolment and administration by MICP;
  - e) assessment oversight, academic quality assurance and Programme monitoring;
  - f) conferment of awards by MU; and
  - g) compliance with all applicable regulatory and accreditation requirements.



- 2.2.2 MICP shall not, without MU's prior written approval and where applicable approval from MOHE, MQA or relevant authorities:
- a) amend or modify Programme structures;
  - b) revise curriculum content or Programme specifications;
  - c) alter Programme Learning Outcomes;
  - d) amend credit hours or Programme duration;
  - e) alter assessment structures, grading requirements or academic requirements;
  - f) change delivery methods or educational approaches; or
  - g) implement any material change affecting Programme standards, academic quality or accreditation status.

### 2.3 Nature of Relationship

- 2.3.1 This Agreement governs the relationship between the Parties and sets out their respective rights, responsibilities and obligations in relation to academic, operational, administrative and financial matters contemplated under this Agreement.
- 2.3.2 The Parties acknowledge that although they may be related, affiliated or associated entities within the broader MAHSA group ecosystem, each Party shall remain a separate and independent legal entity. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, principal-agent, employment or other legal relationship between the Parties other than the contractual relationship expressly established under this Agreement.
- 2.3.3 Neither Party shall have authority to bind, represent or create obligations on behalf of the other Party except with prior written approval.
- 2.3.4 Neither Party shall assign, transfer, subcontract, novate or otherwise delegate any of its rights or obligations under this Agreement, whether wholly or partially, without obtaining prior written consent of the other Party and, where required, approval from relevant regulatory authorities.
- 2.3.5 Any purported assignment, transfer, subcontracting, novation or delegation made in contravention of this Clause shall be null, void and of no legal effect.

## 3. REGULATORY COMPLIANCE

### 3.1 General Regulatory Compliance

- 3.1.1 Each Party shall, throughout the Term of this Agreement, comply with all applicable laws, regulations, policies, guidelines, directives and requirements relevant to the performance of its obligations under this Agreement, including but not limited to requirements imposed by the Ministry of Higher Education Malaysia ("MOHE"), Malaysian Qualifications Agency ("MQA"), Programme Standards and any other relevant regulatory authority.
- 3.1.2 The Parties shall cooperate and provide all information, documentation, assistance and support reasonably required to ensure continued regulatory compliance, accreditation and proper implementation of the Programme(s).

### 3.2 Authority and Responsibilities of MU

3.2.1 MU shall retain ownership, academic authority and overall responsibility for the Programme(s) as the Programme owner and Awarding Institution.

3.2.2 Without limitation to Clause 3.2.1, MU shall:

- a) obtain, maintain and renew all programme approvals, accreditation and regulatory requirements falling under its responsibility as Programme owner and Awarding Institution;
- b) ensure that the Programme(s) comply with applicable MQA requirements, including COPPA, COPIA, Programme Standards and applicable academic and regulatory requirements;
- c) maintain and provide curriculum documentation, Programme specifications, academic regulations, policies and such other documentation reasonably required for Programme delivery;
- d) maintain records and documentation required for accreditation, quality assurance, audit and regulatory purposes under its responsibility;
- e) provide academic oversight, governance and quality assurance relating to the Programme(s);
- f) ensure that academic integrity, Programme standards and Award requirements are maintained throughout the duration of this Agreement; and
- g) provide reasonable assistance and cooperation in relation to submissions, accreditation exercises, audits and regulatory matters relating to the Programme(s).

### 3.3 Responsibilities of MICP

3.3.1 MICP shall be responsible for ensuring that operational delivery and implementation of the Programme(s) comply with all applicable regulatory requirements and obligations imposed under this Agreement.

3.3.2 Without limitation to Clause 3.3.1, MICP shall:

- a) obtain, maintain and renew all licences, permits, approvals and operational requirements falling under its responsibility for delivery of the Programme(s);
- b) ensure delivery and administration of the Programme(s) comply with requirements imposed by MOHE, MQA, applicable laws and regulatory authorities;
- c) ensure facilities, infrastructure, staffing, equipment and learning resources comply with applicable Programme Standards and regulatory requirements;
- d) maintain complete and accurate records, operational information and documentation required for accreditation, audits, quality assurance and regulatory purposes;
- e) cooperate fully with MU in accreditation exercises, audits, inspections, Programme reviews and regulatory submissions;
- f) comply with academic regulations, policies, procedures and requirements prescribed by MU from time to time; and
- g) promptly notify MU of any matter, incident or circumstance which may affect Programme quality, accreditation status, regulatory compliance or continued delivery of the Programme(s).

### 3.4 Regulatory Notifications and Reporting

3.4.1 Each Party shall promptly notify the other Party upon becoming aware of:

- a) any actual or suspected breach of applicable laws, regulatory requirements or accreditation obligations;
- b) any investigation, audit, enquiry, notice, sanction or enforcement action initiated by a regulatory authority;



- c) any change in accreditation status, licensing status or regulatory standing affecting the Programme(s); or
- d) any matter which may materially affect Programme delivery, academic quality or regulatory compliance.

### 3.5 Regulatory Priority and Governing Standards

- 3.5.1 The Parties acknowledge and agree that Programme(s) delivered within Malaysia shall at all times comply with requirements imposed by MOHE, MQA and applicable Malaysian laws.
- 3.5.2 MU shall retain ultimate authority over academic standards, curriculum requirements, academic regulations, validation matters, assessment standards and conferment of awards relating to the Programme(s).
- 3.5.3 In the event of any inconsistency between operational practices, institutional procedures or administrative requirements and applicable laws, MQA requirements, MOHE requirements or MU academic requirements, the Parties shall take all necessary steps to ensure compliance with the prevailing regulatory and academic requirements.

### 3.6 Marketing and Publicity

- 3.6.1 MICP may undertake marketing, recruitment and promotional activities relating to the Programme(s), subject always to prior written approval of MU.
- 3.6.2 MICP shall ensure all marketing materials, brochures, advertisements, digital content, websites, social media postings and promotional communications:
  - a) are accurate and not misleading;
  - b) comply with MU branding requirements;
  - c) comply with MOHE, MQA and applicable laws; and
  - d) do not create any representation inconsistent with this Agreement.
- 3.6.3 MU reserves the right to require amendment, suspension or withdrawal of any marketing material that does not comply with this Agreement.

## 4. PROGRAMME DELIVERY

### 4.1 Programme Delivery and Responsibilities

- 4.1.1 MICP shall be responsible for the operational delivery, administration and implementation of the Programme(s) within the Territory in accordance with this Agreement, MU requirements and applicable regulatory requirements.
- 4.1.2 MICP shall ensure that the Programme(s) are delivered with due care, skill and diligence and in a manner consistent with accepted academic standards, educational practices and quality assurance requirements.

### 4.2 Curriculum and Academic Control

- 4.2.1 The Programme(s) shall be delivered strictly in accordance with the curriculum, Programme specifications, academic requirements, teaching and learning methodologies and standards approved by MU.



4.2.2 MICP shall not independently amend, revise, modify, restructure or make any material changes to the Programme(s), including curriculum content, Programme structure, Programme Learning Outcomes, credit hours, assessment components, delivery methods or academic requirements without obtaining MU's prior written approval and, where required, approvals from MOHE, MQA and relevant authorities.

4.2.3 MU shall retain ultimate authority and discretion over all academic matters relating to curriculum design, academic content, Programme standards and educational quality.

#### 4.3 Facilities, Infrastructure and Learning Resources

4.3.1 MICP shall ensure that all facilities, infrastructure, equipment and learning resources used in connection with the Programme(s):

- a) comply with requirements prescribed by MU, MOHE, MQA and applicable Programme Standards;
- b) remain adequate, appropriate and suitable for delivery of the Programme(s);
- c) support effective teaching, learning and academic activities;
- d) are properly maintained and available throughout the duration of the Programme(s); and
- e) satisfy applicable health, safety and operational requirements.

#### 4.4 Appointment and Management of Academic Staff

4.4.1 MICP shall ensure that all academic personnel involved in the delivery of the Programme(s) satisfy qualifications, experience and competency requirements prescribed by MU, MOHE, MQA, Programme Standards and applicable regulatory requirements.

4.4.2 Without limitation, MICP shall:

- a) ensure academic staff possess valid teaching permits and approvals where required;
- b) maintain lecturer-to-student ratios prescribed under applicable Programme Standards;
- c) ensure staffing arrangements remain adequate for Programme delivery;
- d) periodically submit staffing information and academic profiles to MU; and
- e) ensure academic staff comply with MU academic requirements, regulations and policies.

4.4.3 MU reserves the right to review academic staffing arrangements and require replacement, removal or corrective action in relation to any academic personnel who fail to satisfy applicable requirements, academic standards or regulatory expectations.

#### 4.5 Monitoring, Oversight and Corrective Measures

4.5.1 MU shall retain the right, upon reasonable notice, to monitor and review the delivery and implementation of the Programme(s) to ensure continued compliance with academic and regulatory requirements.

4.5.2 Without limitation, MU may:

- a) review Programme delivery and operational implementation;
- b) conduct academic audits, inspections and compliance reviews;
- c) review teaching and learning activities;
- d) evaluate academic quality and Programme effectiveness; and
- e) require corrective actions, remedial measures or improvements where reasonably necessary.



- 4.5.3 MICP shall provide all reasonable cooperation, information and access necessary for purposes of such monitoring, audit and review exercises.

## 5. ACADEMIC GOVERNANCE

### 5.1 Academic Governance and Authority

- 5.1.1 MU shall retain ultimate authority, responsibility and oversight in relation to academic governance, academic quality, programme standards and conferment of awards under the Programme(s).
- 5.1.2 Without prejudice to MU's academic authority, MICP shall be responsible for the operational delivery, administration and implementation of the Programme(s) in accordance with MU requirements and applicable regulatory standards.
- 5.1.3 The Parties shall ensure that all Programme(s) are governed, managed and administered in a manner that preserves academic integrity, quality standards and compliance with applicable academic and regulatory requirements.

### 5.2 Academic Governance Structures

- 5.2.1 The Parties shall establish and maintain appropriate academic governance structures, committees and mechanisms necessary for effective oversight, management and quality assurance of the Programme(s).
- 5.2.2 Such governance structures may include:
- a) Programme Boards;
  - b) Assessment Boards;
  - c) Joint Academic Committees;
  - d) Quality Assurance committees; and
  - e) such other governance bodies, committees or mechanisms as MU may determine necessary from time to time.

### 5.3 Functions and Responsibilities of Governance Bodies

- 5.3.1 Governance bodies established pursuant to this Agreement shall be responsible for:
- a) monitoring academic standards and Programme quality;
  - b) reviewing Programme performance and outcomes;
  - c) monitoring student progression and academic performance;
  - d) reviewing staffing and academic resource matters;
  - e) ensuring compliance with MU requirements, Programme Standards and regulatory obligations;
  - f) reviewing quality assurance findings and audit outcomes; and
  - g) recommending corrective actions, enhancements or improvements where necessary.

### 5.4 Academic Integrity and Compliance

- 5.4.1 The Parties shall ensure that the Programme(s) comply with MU academic regulations, policies and procedures and all applicable requirements imposed by the Ministry of Higher Education Malaysia ("MOHE"), Malaysian Qualifications Agency ("MQA"), Programme Standards and applicable laws.
- 5.4.2 The Parties shall take all reasonable measures to maintain academic integrity, consistency, quality standards and educational effectiveness throughout the duration of this Agreement.



## 5.5 Joint Academic Committee

5.5.1 The Parties shall establish a Joint Academic Committee to facilitate academic oversight, coordination and quality assurance relating to the Programme(s).

5.5.2 The Joint Academic Committee shall meet not less than twice annually or at such frequency as the Parties may determine necessary.

5.5.3 Without limitation, the Joint Academic Committee shall be responsible for:

- a) Programme monitoring and review;
- b) academic performance matters;
- c) quality assurance and enhancement matters;
- d) staffing and academic resource matters;
- e) regulatory and MQA-related matters;
- f) review of audit findings and compliance matters; and
- g) such other academic matters relating to implementation of the Programme(s).

## 6. QUALITY ASSURANCE

### 6.1 General Quality Assurance Requirements

6.1.1 The Parties shall ensure that the Programme(s) are designed, delivered, administered, assessed, monitored and reviewed in accordance with:

- a) MU academic regulations, policies and procedures;
- b) Programme Standards and quality assurance requirements;
- c) requirements imposed by MOHE and MQA; and
- d) all applicable laws, regulations and regulatory requirements.

### 6.2 Authority and Responsibilities of MU

6.2.1 MU shall retain overall responsibility and authority in relation to academic quality assurance and Programme standards.

6.2.2 Without limitation, MU shall be responsible for:

- a) approval, validation and academic oversight of the Programme(s);
- b) monitoring and review of Programme quality and academic standards;
- c) oversight of assessment, moderation and quality assurance processes;
- d) appointment and oversight of External Examiners or equivalent academic reviewers where applicable;
- e) ensuring alignment with MU regulations and quality requirements; and
- f) implementing such academic quality measures as MU may reasonably determine necessary.

### 6.3 Responsibilities of MICP

6.3.1 MICP shall ensure that delivery and administration of the Programme(s):

- a) comply with academic standards prescribed by MU;
- b) comply with requirements imposed by MOHE, MQA and relevant authorities;
- c) are supported by appropriate academic governance, quality assurance systems and documentation;
- d) are undertaken with due care, skill and diligence consistent with accepted educational and professional practices; and
- e) comply with all quality assurance requirements imposed by MU from time to time.



#### 6.4 Monitoring, Review and Quality Enhancement

##### 6.4.1 The Parties shall cooperate fully in conducting:

- a) periodic Programme reviews;
- b) institutional and partnership reviews;
- c) internal and external audits;
- d) quality assurance and monitoring activities;
- e) accreditation and regulatory exercises; and
- f) implementation of quality enhancement and corrective measures.

#### 6.5 Access, Inspection and Audit Rights

##### 6.5.1 MU shall have the right, upon giving reasonable notice, to enter and access MICP premises, facilities, records and systems for purposes of monitoring, inspection and compliance verification.

##### 6.5.2 Without limitation, MU may:

- a) observe teaching, learning and academic activities;
- b) inspect facilities and infrastructure;
- c) review academic, operational and administrative records;
- d) conduct audits and compliance reviews; and
- e) undertake such inspections or verification exercises as may reasonably be required to ensure academic quality, Programme standards and regulatory compliance.

##### 6.5.3 MICP shall provide all reasonable cooperation, assistance and access required for purposes of any review, audit, inspection or quality assurance exercise undertaken pursuant to this Agreement.

### 7. ADMISSIONS AND STUDENT ENROLMENT

#### 7.1 Admissions, Recruitment and Student Enrolment

##### 7.1.1 MICP shall be responsible for the recruitment, marketing, selection, admission and enrolment of Students into the Programme(s) in accordance with the admissions criteria, academic requirements, policies and procedures approved by MU and applicable regulatory requirements.

##### 7.1.2 MICP shall ensure that all Students admitted into the Programme(s):

- a) satisfy the admissions criteria and entry requirements prescribed by MU;
- b) fulfil all academic, language and other eligibility requirements applicable to the Programme(s);
- c) comply with all applicable requirements imposed by the Ministry of Higher Education Malaysia ("MOHE"), Malaysian Qualifications Agency ("MQA"), Programme Standards and other applicable regulatory authorities; and
- d) satisfy any additional requirements prescribed by MU from time to time.

#### 7.2 Authority and Oversight of MU

##### 7.2.1 MU shall retain ultimate authority and oversight in relation to admissions standards and student enrolment requirements and shall have the right to:

- a) determine, review and approve admissions criteria and entry requirements;
- b) verify compliance with admissions requirements and applicable standards;
- c) review admissions decisions and supporting documentation;
- d) require MICP to reject, suspend, withdraw or take appropriate action in relation to Students who fail to satisfy applicable requirements; and



- e) impose such additional requirements as MU may reasonably determine necessary for purposes of academic quality, regulatory compliance and institutional requirements.

### 7.3 Student Registration and Regulatory Compliance

- 7.3.1 All Students enrolled under the Programme(s) shall be registered in accordance with MU requirements and under the relevant student administration systems maintained by MU and MICP.
- 7.3.2 Student recruitment, admissions and intake activities shall at all times remain subject to MU approval and compliance with all approvals, limitations, conditions and requirements imposed by MU, MOHE, MQA and relevant regulatory authorities.
- 7.3.3 MICP shall not commence or permit any recruitment, marketing, admission, registration, enrolment, student intake, teaching or programme delivery activities relating to the Programme(s) unless and until all approvals, accreditation and regulatory requirements applicable to the Programme(s), as imposed by MU, MOHE, MQA and relevant authorities, have first been obtained and remain valid.
- 7.3.4 For subsequent intakes, MICP shall ensure continued compliance with all applicable approvals, accreditation requirements, student intake limitations and regulatory conditions throughout the duration of this Agreement.

### 7.4 Student Records and Information Management

- 7.4.1 MICP shall establish, maintain and keep complete, accurate and up-to-date student records, enrolment records and supporting documentation relating to Students enrolled under the Programme(s).
- 7.4.2 MICP shall provide such records, information and supporting documentation to MU upon request and shall cooperate fully with MU in relation to audits, accreditation exercises, regulatory submissions and compliance requirements.
- 7.4.3 Student records shall be maintained in accordance with MU requirements, applicable laws, institutional policies and data protection obligations.

## 8. ASSESSMENT AND EXAMINATION

### 8.1 Assessment Framework and Academic Standards

- 8.1.1 All assessments and examinations relating to the Programme(s) shall be designed, developed, conducted, administered, reviewed and implemented in accordance with:
  - a) MU academic regulations, policies and procedures;
  - b) MU Examination Regulations;
  - c) MU Senate decisions and requirements;
  - d) moderation and quality assurance requirements;
  - e) Programme learning outcomes and academic requirements; and
  - f) applicable MQA requirements, Programme Standards and regulatory obligations.
- 8.1.2 MICP shall ensure that all assessments and examinations are implemented in a manner that preserves academic integrity, consistency, fairness, reliability and academic quality standards prescribed by MU.



## 8.2 Authority and Responsibilities of MU

8.2.1 MU shall retain ultimate authority and responsibility in relation to all academic and assessment matters including but not limited to:

- a) academic standards;
- b) assessment structures and methodologies;
- c) moderation processes;
- d) progression requirements;
- e) graduation requirements;
- f) approval of examination results;
- g) conferment of awards; and
- h) academic quality assurance.

8.2.2 MU shall:

- a) oversee and monitor assessment processes;
- b) review and moderate assessment outcomes;
- c) approve final examination results and progression decisions;
- d) establish academic and assessment requirements;
- e) ensure consistency of assessment practices; and
- f) ensure that academic standards are maintained throughout the Programme(s).

## 8.3 Responsibilities of MICP

8.3.1 MICP shall be responsible for operational administration and implementation of assessments and examinations in accordance with MU requirements.

8.3.2 Without prejudice to MU's authority, MICP shall:

- a) administer and coordinate assessments and examinations;
- b) ensure examinations are conducted in a secure, fair and controlled environment;
- c) maintain confidentiality, integrity and security of examination materials and records;
- d) ensure compliance with MU Examination Regulations and Programme requirements;
- e) maintain complete and accurate assessment records;
- f) administer invigilation and examination arrangements;
- g) support moderation, audit and review processes;
- h) promptly report academic misconduct, irregularities or examination breaches;
- i) cooperate with MU, Boards of Examiners, External Examiners and authorised personnel; and
- j) ensure Students comply with examination regulations and academic requirements.

8.3.3 MICP shall not independently amend, alter, waive or modify assessment methods, grading structures, passing requirements, examination processes or academic requirements without MU's prior written approval.

## 8.4 Boards of Examiners and External Academic Review

8.4.1 Boards of Examiners shall be established and conducted in accordance with MU regulations and policies.

8.4.2 Boards of Examiners shall be responsible for:

- a) reviewing assessment outcomes;
- b) confirming progression decisions;
- c) determining graduation eligibility and award outcomes;



- d) maintaining consistency and integrity of academic standards; and
- e) making recommendations in accordance with MU requirements.

8.4.3 MU may appoint External Examiners or equivalent academic reviewers where required under MU policies, Programme Standards or regulatory requirements.

8.4.4 External Examiners or academic reviewers shall assist in ensuring:

- a) academic standards remain comparable with equivalent programmes;
- b) assessment practices remain fair, valid, reliable and consistent; and
- c) academic quality and integrity are maintained.

## 9. AWARD AND CERTIFICATION

### 9.1 Conferment of Award

9.1.1 Upon successful completion of the Programme(s) and fulfilment of all academic, assessment and graduation requirements prescribed by MU, Students shall be eligible to receive the relevant award conferred by MU in accordance with MU's academic regulations, policies and procedures.

### 9.2 Authority of MU

9.2.1 MU shall retain sole authority, discretion and responsibility in relation to all matters concerning academic awards and certification, including but not limited to:

- a) determining eligibility requirements for graduation and award conferment;
- b) approval of examination results and progression decisions;
- c) approval of graduation status and award outcomes;
- d) interpretation and application of academic regulations and requirements;
- e) conferment of awards; and
- f) issuance of official academic documentation.

9.2.2 For the avoidance of doubt, all decisions made by MU in relation to academic standards, eligibility and award conferment shall be final and binding.

### 9.3 Restrictions on MICP

9.3.1 MICP shall not, whether directly or indirectly:

- a) confer or purport to confer any academic qualification, award or certification relating to the Programme(s);
- b) represent or imply that it possesses authority to independently confer any award on behalf of MU;
- c) alter graduation requirements, award criteria or academic standards established by MU; or
- d) issue any document or representation which may reasonably create an impression that MICP is the awarding institution.

### 9.4 Certification and Academic Documentation

9.4.1 All certificates, transcripts, academic records and official documentation relating to the Award shall be issued solely by MU in accordance with MU regulations and applicable requirements.

9.4.2 MICP may issue administrative documents, student correspondence or supporting records only where permitted by MU and provided that such documents do not constitute an academic award or official certification.



## 10. STUDENT SUPPORT AND ADMINISTRATION

### 10.1 Student Support and Welfare

10.1.1 MICP shall be responsible for providing appropriate student support, welfare and administrative services necessary for effective implementation and delivery of the Programme(s).

10.1.2 Without limitation to Clause 10.1.1, MICP shall provide:

- a) academic and learning support services;
- b) student administration services;
- c) counselling, welfare and pastoral support where appropriate;
- d) access to learning resources and student support facilities;
- e) orientation and academic advisory services;
- f) reasonable support for student wellbeing and engagement; and
- g) such additional support services as may be required under applicable laws, MQA requirements and MU policies.

### 10.2 Facilities, Resources and Learning Environment

10.2.1 MICP shall ensure that Students are provided with adequate facilities, infrastructure and resources necessary for the delivery of the Programme(s), including but not limited to:

- a) suitable teaching, learning and classroom facilities;
- b) library services and digital learning resources;
- c) laboratories and specialised facilities where applicable;
- d) access to information technology and learning systems;
- e) academic support facilities; and
- f) such other facilities as may be required under Programme Standards and applicable MQA requirements.

### 10.3 Academic Support and Oversight by MU

10.3.1 MU shall provide MICP with such academic support, guidance, oversight and assistance as may reasonably be required to ensure academic quality, standards and compliance with MU requirements.

10.3.2 Such support may include:

- a) academic guidance and consultation;
- b) curriculum support;
- c) moderation and quality assurance support;
- d) staff development and training where applicable; and
- e) such academic oversight as MU considers necessary.

### 10.4 Student Information and Communication

10.4.1 The Parties shall ensure that Students are provided with accurate, timely and complete information relating to the Programme(s), including but not limited to academic requirements, regulations, policies and procedures.

10.4.2 The Parties shall ensure that Students are treated fairly, consistently and in accordance with applicable laws, institutional policies and regulatory requirements.

### 10.5 Student Complaints and Appeals

10.5.1 MICP shall establish and administer procedures for student complaints, grievances and appeals in accordance with applicable laws and institutional procedures.



10.5.2 Such procedures shall:

- a) remain aligned with MU requirements and academic regulations;
- b) provide Students with access to MU procedures where required under MU policies;
- c) ensure complaints and appeals are managed fairly and within reasonable timelines; and
- d) allow escalation to MU where matters affect academic standards, progression, assessment or award decisions.

10.5.3 MICP shall promptly notify MU of any material complaint, dispute or appeal which may affect academic standards, Programme delivery, institutional reputation or regulatory compliance.

## 11. INTELLECTUAL PROPERTY RIGHTS

### 11.1 Ownership of Intellectual Property Rights

11.1.1 Each Party shall retain ownership of all Intellectual Property Rights ("IPR") owned, created or developed independently by that Party prior to the commencement of this Agreement or developed outside the scope of this Agreement.

11.1.2 Nothing contained in this Agreement shall operate as an assignment, transfer or conveyance of ownership of any Intellectual Property Rights from one Party to the other except as expressly provided under this Agreement.

11.1.3 Any Intellectual Property Rights jointly created, developed or generated by the Parties in connection with the Programme(s), collaborative activities or implementation of this Agreement shall be subject to separate written agreement between the Parties, setting out ownership rights, usage rights, management and commercial arrangements.

### 11.2 Ownership of Academic Materials and Programme Content

11.2.1 Unless otherwise agreed in writing, all Programme structures, curriculum materials, programme specifications, syllabi, course outlines, lecture materials, teaching resources, learning content, assessments, examination materials, manuals, policies, systems and academic content developed, owned or supplied by MU in connection with the Programme(s) shall remain the exclusive property of MU.

11.2.2 For avoidance of doubt, all trademarks, service marks, logos, institutional names, branding elements and other proprietary materials belonging to MU shall remain the sole property of MU.

### 11.3 Use of Intellectual Property Rights

11.3.1 Subject to the terms of this Agreement, MU grants MICP a limited, non-exclusive, non-transferable and revocable right during the Term of this Agreement to use such Intellectual Property Rights strictly for purposes of delivery, administration and implementation of the Programme(s).

11.3.2 MICP shall:

- a) use such Intellectual Property Rights solely for purposes permitted under this Agreement;
- b) comply with all policies, guidelines and branding requirements issued by MU from time to time;



- c) not reproduce, copy, modify, adapt, distribute, publish, transfer, assign, commercialise or exploit such materials except with prior written consent of MU;
- d) not use MU's name, trademarks, branding, logos or institutional identity in any manner that may create misrepresentation, confusion or unauthorised association;
- e) ensure confidentiality, security and proper control over materials made available under this Agreement; and
- f) immediately cease use of such Intellectual Property Rights upon expiry or termination of this Agreement unless otherwise permitted in writing.

#### 11.4 Use of Names, Logos and Branding

11.4.1 Neither Party shall use the name, logo, trademark, service mark, branding, trade name or other proprietary designation of the other Party without prior written approval.

11.4.2 Any approved use shall:

- a) comply with the branding guidelines and requirements of the relevant Party;
- b) be limited strictly to purposes contemplated under this Agreement;
- c) not imply ownership, partnership, endorsement or representation beyond the scope of this Agreement; and
- d) cease immediately upon written request by the owning Party or upon termination of this Agreement.

#### 11.5 Protection of Intellectual Property Rights

11.5.1 Each Party shall take all reasonable steps and implement appropriate safeguards to protect the Intellectual Property Rights of the other Party.

11.5.2 Each Party shall promptly notify the other Party upon becoming aware of any actual, suspected or threatened infringement, misuse, unauthorised disclosure or violation of Intellectual Property Rights relating to the Programme(s).

11.5.3 Any unauthorised use, infringement, misuse or disclosure of Intellectual Property Rights shall constitute a material breach of this Agreement.

#### 11.6 Intellectual Property Rights Upon Termination

11.6.1 Upon expiry or termination of this Agreement, MICP shall immediately discontinue use of all Intellectual Property Rights belonging to MU and shall return, destroy or otherwise deal with such materials in accordance with MU's written instructions, subject to applicable record retention requirements and Teach-Out obligations.

11.6.2 The obligations under this Clause shall survive the expiry or termination of this Agreement.

### 12. CONFIDENTIALITY

#### 12.1 Confidential Information

12.1.1 For purposes of this Agreement, "Confidential Information" means all information, documents, records, materials and data disclosed or made available by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether in written, oral, electronic, visual or any other form, in connection with this Agreement, including but not limited to academic, operational, financial, commercial, strategic, technical, regulatory and institutional information.

12.1.2 Confidential Information includes, without limitation:

- a) Programme curriculum, teaching materials, examination materials and academic content;
- b) student information, academic records and personal data;
- c) accreditation submissions, audit documents and regulatory information;
- d) financial records, fee structures and commercial arrangements;
- e) operational procedures, policies and business information;
- f) Intellectual Property Rights and proprietary information;
- g) information relating to staff, systems, infrastructure and technology; and
- h) any information designated as confidential or which by its nature would reasonably be regarded as confidential.

12.2 Obligations of Confidentiality

12.2.1 Each Party shall:

- a) keep all Confidential Information strictly confidential and exercise reasonable care to protect such information;
- b) use Confidential Information solely for purposes connected with implementation and performance of this Agreement;
- c) not disclose, transfer, distribute or make available Confidential Information to any third party without prior written consent of the Disclosing Party;
- d) restrict access to Confidential Information only to employees, officers, representatives, professional advisers, contractors or authorised persons who require access for purposes of this Agreement and who are subject to confidentiality obligations no less stringent than those contained herein;
- e) not use Confidential Information for its own benefit or for purposes competing with, prejudicing or adversely affecting the Programmes, business, operations or interests of the other Party; and
- f) immediately notify the Disclosing Party upon becoming aware of any unauthorised disclosure, use or breach of confidentiality.

12.3 Permitted Disclosure and Exceptions

12.3.1 The obligations of confidentiality under this Agreement shall not apply where Confidential Information:

- a) is required to be disclosed by law, court order, governmental authority, MOHE, MQA or any competent regulatory authority;
- b) is already in the public domain other than through breach of this Agreement;
- c) was lawfully in possession of the Receiving Party prior to disclosure;
- d) is independently developed by the Receiving Party without reference to the Confidential Information; or
- e) is obtained lawfully from a third party not under an obligation of confidentiality.

12.3.2 Where disclosure is required under Clause 12.3.1(a), the Receiving Party shall, to the extent legally permissible, promptly notify the Disclosing Party prior to disclosure and shall disclose only such information as is legally required.

12.4 Return, Destruction and Retention of Confidential Information

12.4.1 Upon expiry or termination of this Agreement, or upon written request by the Disclosing Party, the Receiving Party shall promptly return, destroy or securely retain Confidential Information in accordance with applicable laws, regulatory requirements and record retention obligations.



## 12.5 Survival

- 12.5.1 The obligations of confidentiality under this Clause shall survive the expiry or termination of this Agreement and shall continue for a period of five (5) years following termination or expiry, or for such longer period as required under applicable laws or where the information constitutes trade secrets, personal data or information required to remain confidential by its nature.

## 13. DATA PROTECTION AND PERSONAL DATA

### 13.1 Compliance with Data Protection Laws

- 13.1.1 The Parties shall comply with all applicable laws, regulations, guidelines and requirements relating to the collection, use, processing, disclosure, transfer, storage and protection of personal data, including but not limited to the Personal Data Protection Act 2010 ("PDPA"), its subsidiary legislation, regulations, codes of practice, guidelines and any amendments or replacement thereof, together with all applicable requirements imposed by the Ministry of Higher Education Malaysia ("MOHE"), Malaysian Qualifications Agency ("MQA") and other relevant authorities.
- 13.1.2 Each Party shall ensure that all employees, officers, representatives, contractors and authorised persons engaged by it comply with obligations relating to personal data protection and confidentiality under applicable laws and this Agreement.

### 13.2 Collection and Processing of Personal Data

- 13.2.1 Personal data collected, used or processed pursuant to this Agreement shall:
- be processed lawfully, fairly and in good faith;
  - be collected, used and disclosed only for lawful purposes directly related to the administration and implementation of the Programme(s);
  - be adequate, relevant and not excessive in relation to the purposes for which it is collected;
  - not be retained longer than necessary for the fulfilment of its intended purpose or regulatory requirements;
  - be kept accurate, complete and up to date where reasonably practicable; and
  - be processed in accordance with the requirements of the PDPA and applicable institutional policies.

### 13.3 Sharing and Disclosure of Personal Data

- 13.3.1 The Parties may collect, use, disclose, transfer and share Student information and personal data where reasonably necessary for purposes including but not limited to:
- programme administration and delivery;
  - student registration and enrolment;
  - academic administration, assessment and progression;
  - quality assurance and moderation activities;
  - accreditation, audit and regulatory submissions;
  - compliance with requirements of MU, MOHE, MQA and applicable laws; and
  - any other purpose reasonably required for implementation of this Agreement.
- 13.3.2 The Parties shall ensure that any disclosure of personal data shall be limited only to persons authorised to receive such information and strictly for purposes permitted under this Agreement and applicable laws.



#### 13.4 Data Security and Protection Measures

13.4.1 Each Party shall implement and maintain appropriate administrative, organisational, physical and technical security measures to safeguard personal data against accidental, unauthorised or unlawful access, collection, use, disclosure, alteration, loss, misuse, destruction or corruption.

13.4.2 Each Party shall take all reasonable steps to ensure the confidentiality, integrity and security of student records, academic information and other personal data processed pursuant to this Agreement.

#### 13.5 Data Breach and Incident Management

13.5.1 In the event of any actual, suspected or potential personal data breach, unauthorised disclosure, security incident or loss of personal data, the affected Party shall:

- a) notify the other Party immediately or as soon as reasonably practicable upon becoming aware of such incident;
- b) take all necessary actions to contain, investigate and mitigate the impact of such incident;
- c) comply with all reporting obligations and legal requirements imposed under applicable laws; and
- d) take all reasonable steps to rectify and prevent recurrence of such incident without undue delay.

#### 13.6 Return and Retention of Personal Data

13.6.1 Upon expiry or termination of this Agreement, each Party shall, subject to applicable laws and record retention requirements, return, destroy or securely retain personal data in accordance with applicable legal, regulatory and institutional requirements.

13.6.2 The obligations under this Clause shall survive expiry or termination of this Agreement.

### 14. FINANCIAL ARRANGEMENTS

#### 14.1 General Financial Principles

14.1.1 The financial arrangements governing the Programme(s), including Franchise Fees, Royalty Fees, billing arrangements, payment schedules, additional charges and other related financial matters, shall be as set out in Schedule 4 of this Agreement, which shall form an integral part of this Agreement and shall be read together with this Agreement.

14.1.2 The Parties acknowledge and agree that Schedule 4 may be reviewed, revised or updated from time to time by mutual written agreement between the Parties, provided that such amendments shall not affect accrued rights and obligations existing prior to such amendment unless otherwise agreed.

#### 14.2 Fees, Student Collection and Payments

14.2.1 MICP shall be responsible for the collection, administration and management of tuition fees and such other fees payable by Students enrolled under the Programme(s), subject always to applicable laws, regulatory requirements and the terms of this Agreement.

14.2.2 MICP shall remit all fees, Royalty Fees and any agreed payments payable to MU in accordance with the rates, terms, billing schedules and payment arrangements set out in Schedule 4.

14.2.3 Where additional services, resources or support are requested by MICP, including but not limited to shared lecturers, preparation of examination questions, moderation services, marking services, academic support, specialised training or any additional programme-related services, MU reserves the right to impose additional charges as mutually agreed by the Parties.

14.2.4 MU shall have the right to issue invoices in accordance with the agreed billing schedule and MICP shall make payment within the payment period specified in the relevant invoice unless otherwise agreed in writing.

#### 14.3 Student Financial Protection

14.3.1 MICP shall establish and maintain policies relating to student fee refunds and financial arrangements in accordance with applicable laws, MQA requirements and institutional policies.

14.3.2 MICP shall ensure that any refund arrangements affecting Students are implemented fairly and transparently.

14.3.3 The Parties shall cooperate and implement appropriate measures to minimise adverse financial impact to Students arising from programme discontinuation, termination or Teach-Out implementation.

#### 14.4 Costs and Expenses

14.4.1 Unless otherwise expressly stated in this Agreement or Schedule 4, each Party shall bear its own costs, expenses and expenditures incurred in connection with the performance of its obligations under this Agreement.

#### 14.5 Financial Records and Audit Rights

14.5.1 MICP shall maintain complete, accurate and up-to-date financial records, enrolment records and supporting documentation relating to the Programme(s).

14.5.2 MU and its authorised representatives shall have the right, upon giving reasonable notice, to inspect, review and audit records relating to student enrolment, fee collection, financial arrangements and matters relevant to this Agreement for purposes of verification, compliance, audit and reconciliation.

14.5.3 MICP shall provide all reasonable cooperation and access required for purposes of such audit, inspection or verification exercise.

#### 14.6 Taxes and Withholding

14.6.1 All payments made pursuant to this Agreement shall be exclusive of any taxes unless otherwise expressly stated and shall remain subject to applicable tax laws, withholding obligations, governmental requirements and statutory deductions imposed under applicable laws.

14.6.2 Each Party shall be responsible for its own tax liabilities arising from this Agreement.



#### 14.7 Payment Default

- 14.7.1 Failure by either Party to fulfil any material financial obligation under this Agreement, including payment obligations under Schedule 4, shall constitute a material breach of this Agreement.
- 14.7.2 Without prejudice to any other rights or remedies available under this Agreement or at law, where payment remains outstanding beyond the agreed payment period, MU may issue written notice requiring rectification within thirty (30) days.
- 14.7.3 Where such default remains unremedied after expiry of the notice period, MU may exercise such rights as may be available under this Agreement including suspension of services, withholding of programme support, or such other remedies as may be appropriate, provided that any action affecting Students shall be managed in accordance with applicable student protection and Teach-Out obligations.

#### 14.8 Course Discontinuation

- 14.8.1 MU reserves the right to discontinue any Programme(s) offered under this Agreement upon providing reasonable prior written notice to MICP.
- 14.8.2 In the event of discontinuation, the Parties shall ensure that affected Students are able to complete their Programme(s) through appropriate continuation arrangements in accordance with applicable laws, MQA requirements and Schedule 3 (Teach-Out Arrangements).

### 15. LIABILITY AND INDEMNITY

#### 15.1 Limitation of Liability

- 15.1.1 Each Party shall be responsible and liable only for its own acts, omissions, negligence, breach of this Agreement and failure to comply with applicable laws, regulations, policies or requirements in connection with its obligations under this Agreement.
- 15.1.2 Subject to Clause 15.1.3, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special or punitive loss or damage, including but not limited to loss of profits, loss of business opportunities, loss of anticipated savings, loss of goodwill or reputational damage, arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- 15.1.3 Nothing in this Agreement shall exclude or limit liability arising from:
  - a) death or personal injury caused by negligence;
  - b) fraud or fraudulent misrepresentation;
  - c) wilful misconduct;
  - d) breach of confidentiality obligations;
  - e) infringement or misappropriation of Intellectual Property Rights;
  - f) breach of data protection obligations;
  - g) liabilities arising from non-compliance with requirements imposed by MOHE, MQA or other regulatory authorities; or
  - h) any liability which cannot be excluded or limited under applicable law.



15.1.4 Subject to Clause 15.1.3, each Party's aggregate liability arising out of or in connection with this Agreement shall be limited to the total fees paid or payable under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim, unless otherwise expressly stated in Schedule 4 or any applicable Financial Arrangement.

## 15.2 Indemnity

15.2.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, directors, employees, representatives and agents ("Indemnified Party") from and against any and all claims, proceedings, actions, demands, losses, liabilities, damages, penalties, costs and expenses (including legal fees on a solicitor-client basis) arising out of or in connection with:

- a) any breach of this Agreement by the Indemnifying Party;
- b) negligence, wilful misconduct or omission of the Indemnifying Party or its employees, agents or representatives;
- c) breach of applicable laws, regulations or regulatory requirements;
- d) violation of MOHE, MQA or other regulatory requirements attributable to the Indemnifying Party;
- e) infringement or alleged infringement of Intellectual Property Rights;
- f) breach of confidentiality obligations or data protection requirements;
- g) academic misconduct, examination irregularities, operational failures or programme delivery failures attributable to the Indemnifying Party; and
- h) any claim brought by Students, regulatory authorities or third parties arising from the acts or omissions of the Indemnifying Party.

15.2.2 A Party seeking indemnification shall promptly notify the other Party of any claim upon becoming aware thereof and shall provide reasonable cooperation in the defence or settlement of such claim.

## 15.3 Third-Party Liability

15.3.1 Neither Party shall be liable for the acts, omissions, representations or conduct of any third-party institution, contractor, service provider or other entity not under its direct control.

15.3.2 For the avoidance of doubt, each Party shall remain fully responsible for the acts and omissions of its employees, agents, representatives, subcontractors and persons engaged by it in connection with this Agreement.

15.3.3 Nothing in this Clause shall operate to exclude any liability which a Party may have towards Students, regulatory authorities or third parties arising from its own acts, omissions or breach of obligations under this Agreement.

## 15.4 Survival

15.4.1 The provisions of this Clause shall survive the expiry or termination of this Agreement.

# 16. INSURANCE

## 16.1 Insurance Coverage

16.1.1 Each Party shall maintain appropriate insurance coverage as required under applicable laws and good industry practice, ensuring that liabilities arising from their respective obligations under this Agreement are adequately insured throughout the duration of the Agreement.



## 16.2 Evidence of Insurance

16.2.1 Each Party shall provide evidence of insurance upon request.

## 17. TERM AND TERMINATION

### 17.1 Term

17.1.1 This Agreement shall commence on 1 July 2026 ("Effective Date") and shall remain in full force and effect for a period of seven (7) years, expiring on 30 June 2033, unless terminated earlier in accordance with this Agreement. The Parties shall review the continuation, renewal or extension of this Agreement not later than six (6) months prior to its expiry, and any renewal or extension shall be subject to mutual written agreement between the Parties upon such terms and conditions as may be agreed.

### 17.2 Termination

17.2.1 Either Party may terminate this Agreement, in whole or in part, by giving not less than one (1) full calendar year's prior written notice to the other Party.

17.2.2 Notwithstanding Clause 17.2.1, either Party may terminate this Agreement with immediate effect by written notice upon the occurrence of any of the following events:

- a) a material breach of this Agreement which is incapable of remedy or, where capable of remedy, remains unremedied within thirty (30) days from receipt of written notice requiring such breach to be remedied;
- b) insolvency, liquidation, winding up, receivership or cessation of business of the other Party;
- c) continuation of this Agreement becoming unlawful or prohibited by any applicable law or regulatory authority;
- d) any act, omission or circumstance which may materially prejudice the reputation, standing or interests of the terminating Party; or
- e) persistent failure by the other Party to perform its material obligations under this Agreement.

17.2.3 This Agreement may also be terminated immediately where such termination is required or directed by MOHE, MQA or any other relevant regulatory authority.

17.2.4 Where termination affects only specific Programme(s), the remaining Programme(s) not affected shall continue in full force and effect unless otherwise agreed by the Parties.

17.2.5 Termination of this Agreement shall not affect any accrued rights, obligations, liabilities or remedies of the Parties existing prior to the effective date of termination.

## 18. STUDENT PROTECTION AND TEACH-OUT ARRANGEMENTS

18.1 The Parties shall at all times take all reasonable steps to ensure that Students are not adversely affected by the expiry or termination of this Agreement, programme discontinuation, suspension, withdrawal of accreditation, institutional closure or any other circumstance affecting continuation of the Programme(s).

18.2 Upon termination or occurrence of any event affecting continued delivery of the Programme(s), the Parties shall implement appropriate Teach-Out arrangements in



accordance with applicable requirements of the Ministry of Higher Education Malaysia ("MOHE"), Malaysian Qualifications Agency ("MQA"), applicable laws and Schedule 3 of this Agreement, to ensure that Students are able to complete their Programme(s) with minimal disruption.

18.3 During any Teach-Out or run-out period, the Parties shall continue to fulfil their respective obligations under this Agreement and, for the avoidance of doubt, this Agreement shall remain valid and continue in force solely for purposes of fulfilling all outstanding obligations relating to affected Students until the graduation of the final cohort of Students or completion of all obligations under the Teach-Out arrangements, whichever is later.

18.4 Where reasonably necessary and appropriate, the Parties shall consider and implement suitable continuation arrangements, alternative pathways, transfer arrangements or other measures to support Students in completing their studies in accordance with applicable regulations and requirements.

## 19. FORCE MAJEURE

### 19.1 Force Majeure Events

19.1.1 Force Majeure means any circumstances beyond a Party's reasonable control, including but not limited to strikes, war, civil commotion, pandemics, or natural disasters, which prevent or materially hinder the performance of its obligations.

19.1.2 Neither Party shall be liable to the other Party for any delay in performance or non-performance of its obligations under this Agreement to the extent it arises from Force Majeure, subject to clauses 19.2.1 and 19.3.1.

### 19.2 Notification

19.2.1 The affected Party shall notify the other Party promptly of such event.

### 19.3 Mitigation

19.3.1 The affected Party shall take reasonable steps within its power to mitigate the impact of such event.

## 20. CONDITION PRECEDENT

20.1 Notwithstanding any provision of this Agreement, commencement, implementation and operation of the Programme(s) shall remain subject to all required approvals, accreditation and regulatory requirements imposed by MOHE, MQA and relevant authorities.

20.2 No Party shall be obliged to commence delivery until such approvals are obtained.

## 21. ENTIRE AGREEMENT

21.1 This Agreement together with all Schedules and Appendices constitutes the entire agreement between the Parties and supersedes prior discussions, negotiations and understandings.



## 22. VARIATIONS

- 22.1 No amendment, variation, modification or supplement to this Agreement shall be valid unless made in writing and signed by duly authorised representatives of both Parties.
- 22.2 Any amendment required by MOHE, MQA or applicable laws shall be implemented promptly by the Parties.

## 23. Stamp Duty, Approval and Regulatory Costs

- 23.1 The Parties agree that all stamp duties, registration fees, and any other governmental charges or statutory fees arising from or in connection with the preparation, execution, stamping, and implementation of this Agreement shall be borne equally by the Parties, with each Party bearing fifty per cent (50%) of such costs, unless otherwise required by applicable law or mutually agreed otherwise in writing.
- 23.2 For the avoidance of doubt, any costs, fees, charges, expenses, or disbursements incurred by a Party in relation to obtaining its own approvals, licences, consents, regulatory clearances, or any applications required from governmental authorities, regulatory bodies, professional bodies, or any other relevant authority for the purposes of this Agreement shall be borne solely by the respective Party incurring such costs, unless otherwise agreed in writing by the Parties.

## 24. NOTICES

- 24.1 Any notice under this Agreement shall be in writing.
- 24.2 Any notice or communication under this Agreement may be delivered by hand, registered post, courier, or electronic mail (email).
- 24.3 Contact Details

### MAHSA University

|                            |                                                                                                                              |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Address                    | Directorate Office, Unity Building, MAHSA University, Jalan SP 2, Bandar Saujana Putra, 42610 Jenjarom, Selangor Darul Ehsan |
| Representative Name        | Assoc. Prof. Dr. Veronica Chua Poh Choo                                                                                      |
| Representative Designation | Pro-Vice Chancellor                                                                                                          |
| Contact Number             | 03 5102 2200                                                                                                                 |
| Email ID                   | gmd@mahsa.edu.my                                                                                                             |

### MAHSA International College Penang

|                            |                                                                           |
|----------------------------|---------------------------------------------------------------------------|
| Address                    | Level 18, NB Tower, No.5050, Jalan Bagan Luar, 12000, Butterworth, Penang |
| Representative Name        | Mr. Vijayendiran A/L S. Subramanian                                       |
| Representative Designation | Chief Executive                                                           |
| Contact Number             | 012 290 9383                                                              |
| Email ID                   | vijay@micp.edu.my                                                         |



## 25. DISPUTE RESOLUTION

- 25.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination ("Dispute"), the Parties shall first use their best endeavours to resolve the Dispute amicably through good faith discussions and negotiations.
- 25.2 If the Dispute remains unresolved within fourteen (14) days from the date written notice of the Dispute is issued by one Party to the other Party, the Dispute shall be escalated to the authorised representatives or senior management of the respective Parties for further discussion and resolution.
- 25.3 In the event the Dispute remains unresolved after escalation pursuant to Clause 25.2, the Dispute shall be referred to and finally resolved by arbitration in Kuala Lumpur, Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre ("AIAC") for the time being in force, which rules are deemed incorporated by reference into this Clause.
- 25.4 The arbitral tribunal shall consist of one (1) arbitrator mutually agreed upon by the Parties, failing which such arbitrator shall be appointed in accordance with the AIAC Rules. The language of arbitration shall be English.
- 25.5 The Parties agree that the decision and award rendered by the arbitrator shall be final and binding upon the Parties.

## 26. GOVERNING LAW

- 26.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

\*\*\*\*\*

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THIS AGREEMENT has been signed by the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

Seal affixed and / or  
signed by for and on behalf of  
MAHSA University  
Registration No: DU044(B)  
Name: Prof Dato' Dr. Shahril Bin Tan Sri Datuk Prof. Dr. Hj. Mohamed Haniffa  
Designation: Managing Director, MAHSA University

}  
}  
}  
}  
}  
}  
}

in the presence of  
Name: Assoc. Prof. Dr. Veronica Chua Poh Choo  
Designation: Pro-Vice Chancellor, MAHSA University

}  
}  
}

Seal affixed and / or  
signed by for and on behalf of  
MAHSA International College Penang  
Registration No: DK 193(P)  
Name: Mr. Vijayendiran A/L S. Subramanian  
Designation: Chief Executive, MAHSA International College Penang

}  
}  
}  
}  
}  
}

in the presence of  
Name: Assoc. Prof. Dr. Ajay Telang  
Designation: Dean, MAHSA International College Penang

}  
}  
}

## SCHEDULE 1

Programme Offered Under Franchise Arrangement between MAHSA University and MAHSA International College Penang (MICP).

| Particulars                          | Details                                                    |
|--------------------------------------|------------------------------------------------------------|
| Programme Name                       | Bachelor of Business Administration                        |
| Programme Owner/Awarding Institution | MAHSA University                                           |
| MQA Code                             | MQA/FA 1541                                                |
| MOHE Code                            | R2/0414/6/0177                                             |
| Duration                             | Full-Time (FT): 3 Years   Part-Time (PT): 5 Years 9 Months |
| Credit Hours                         | 120                                                        |

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## SCHEDULE 2

### Academic Responsibilities and Governance Matrix MAHSA University ("MU") / MAHSA International College Penang ("MICP")

| Academic Function                | Responsible Person      | Role / Position                     | MAHSA University (MU) Responsibilities                                                      | MAHSA International College Penang (MICP) Responsibilities                                       | Key Responsibilities                                                                    |
|----------------------------------|-------------------------|-------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Programme Management             | Programme Director      | Head of Programme                   | Maintain academic ownership, approve curriculum, oversee Programme standards and governance | Manage day-to-day operational implementation and Programme administration                        | Oversee Programme delivery, curriculum implementation, Programme monitoring and review  |
| Teaching & Learning              | Lecturers               | Academic Staff                      | Prescribe academic standards, teaching requirements and learning outcomes                   | Conduct teaching and learning activities in accordance with approved syllabus and teaching plans | Conduct classes, assessments, teaching activities and student supervision               |
| Assessment & Examination         | Examination Committee   | Committee Members                   | Approve assessment framework, moderation and academic requirements                          | Coordinate examination administration and implementation                                         | Prepare moderation processes, examination administration and assessment coordination    |
| Student Affairs                  | Academic Advisor        | Lecturer / Academic Personnel       | Establish academic policies and oversight requirements                                      | Provide operational student support and engagement activities                                    | Student mentoring, academic counselling and advisory services                           |
| Quality Assurance                | QA Committee            | QA Personnel                        | Lead quality assurance oversight, audits and academic monitoring                            | Implement corrective actions and facilitate quality assurance exercises                          | Ensure compliance with academic standards and quality requirements                      |
| Industrial Collaboration         | Partnership Coordinator | Academic / Industry Liaison         | Approve collaboration framework and academic requirements where applicable                  | Coordinate operational engagement with industry partners                                         | Manage industry engagement, placements and internship coordination                      |
| Research & Publications          | Research Coordinator    | Academic Staff                      | Promote research initiatives and establish academic standards where applicable              | Encourage participation and support implementation activities                                    | Encourage scholarly, academic and professional development activities where applicable. |
| Admissions & Student Recruitment | Admissions Committee    | Administrative / Academic Personnel | Establish admissions requirements and approve entry standards                               | Conduct recruitment and admissions in accordance with MU requirements                            | Ensure compliance with approved entry requirements                                      |

| Academic Function                  | Responsible Person                  | Role / Position               | MAHSA University (MU) Responsibilities                               | MAHSA International College Penang (MICP) Responsibilities | Key Responsibilities                                                 |
|------------------------------------|-------------------------------------|-------------------------------|----------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------|
| Academic Staffing                  | Human Capital / Academic Management | Academic Management Personnel | Establish lecturer qualification standards and staffing requirements | Recruit and maintain qualified academic staff              | Ensure compliance with MQA staffing and teaching permit requirements |
| Board of Examiners                 | Board Chairperson                   | Academic Governance Committee | Chair and approve progression, graduation and academic outcomes      | Provide records and administrative support                 | Review results and approve progression and award outcomes            |
| External Examiners                 | External Examiner                   | External Academic Reviewer    | Appoint External Examiners and determine oversight requirements      | Facilitate review activities and provide required access   | Maintain academic standards and assessment integrity                 |
| Student Records and Administration | Registrar / Registry                | Administrative Personnel      | Establish institutional requirements and oversight                   | Maintain complete and accurate student records             | Student registration, administration and records management          |
| Award Conferment                   | Senate / Academic Board             | Governing Academic Body       | Sole authority to approve graduation and confer awards               | Administrative support only                                | Conferment of awards and issuance of academic documents              |
| Teach-Out Management               | Joint Academic Committee            | Academic Management           | Approve Teach-Out arrangements and academic continuity requirements  | Implement operational Teach-Out measures                   | Ensure protection of Students and academic continuity                |

#### General Provision

MU shall retain ultimate academic authority and responsibility over Programme standards, curriculum, quality assurance, assessment standards and conferment of awards.

MICP shall remain responsible for operational implementation and delivery of the Programme(s) in accordance with MU requirements, MQA requirements, MOHE requirements and applicable laws.

Both Parties shall cooperate and provide all information, documentation and support reasonably required for accreditation exercises, audits, quality assurance activities and regulatory compliance.



## SCHEDULE 3

### Teach-Out Policy, MAHSA International College Penang

#### 1.0 Introduction

MAHSA International College Penang (MICP) is dedicated to delivering high-quality education while safeguarding students' ability to successfully complete their academic programmes, including in circumstances involving programme discontinuation or institutional closure.

#### 2.0 Purpose

The objective of this policy is to safeguard the academic continuity of students impacted by programme discontinuation or institutional closure by ensuring that appropriate arrangements are implemented to minimise disruption to their studies.

#### 3.0 Scope

This policy is applicable to all academic programmes and departments under MAHSA International College Penang. It encompasses situations including, but not limited to, programme discontinuation, departmental cessation and the closure of the institution as a whole.

#### 4.0 Definitions

- 4.1 Teach-Out Plan: A documented arrangement established to ensure that affected students are able to continue and successfully complete their academic programmes without undue interruption.
- 4.2 Teach-Out Agreement: A formal arrangement established with another accredited institution to facilitate the continuation and completion of studies for students impacted by programme or institutional closure.
- 4.3 Affected Students: Students who are actively registered in programmes that have been discontinued or are undergoing closure.

#### 5.0 Policy Statement

MAHSA International College, Penang shall undertake all reasonable measures to support students in completing their academic programmes in the event of programme discontinuation or institutional closure. The institution remains committed to providing transparent communication, academic guidance and appropriate student support services.

#### 6.0 Procedures

##### 6.1 Context and Stakeholder Engagement

- Assess and take into account the interests and expectations of all relevant stakeholders, including students, academic staff, administrative personnel and accrediting agencies.
- Maintain clear, transparent, and consistent communication with stakeholders throughout the implementation of the teach-out process.

##### 6.2 Management Commitment

- The management shall demonstrate its commitment to the teach-out process through the provision of adequate resources and necessary support.



### 6.3 Risk Management and Planning

- Carry out a comprehensive risk assessment pertaining to programme discontinuation or institutional closure.
- Formulate a Teach-Out Plan that addresses identified risks and potential opportunities to ensure an effective and seamless transition for affected students.

### 6.4 Resource Management

- Provide the required resources, including qualified personnel and appropriate infrastructure, to facilitate the effective implementation of the teach-out process.
- Ensure that adequate financial and academic support resources are made available to enable students to successfully complete their programmes.

### 6.5 Implementation and Operation

- Prepare a comprehensive Teach-Out Plan detailing course offerings, credit transfer arrangements, academic counselling and implementation timelines.
- Establish formal Teach-Out Agreements with other accredited institutions where required.

### 6.6 Academic Advising and Support

- Provide personalised academic guidance to assist affected students in formulating individual programme completion plans.
- Extend supplementary support services, including counselling assistance and financial aid advisory services throughout the transition period.

### 6.7 Records Management

- Ensure that all academic records of affected students are securely maintained and remain accessible when required.
- Provide transcripts and other relevant academic documentation to students and collaborating institutions as necessary.

### 6.8 Financial Considerations

- Communicate clearly to affected students regarding any financial implications, including tuition fee refunds and adjustments to financial assistance.
- Take appropriate measures to reduce the financial impact on students arising from programme discontinuation or institutional closure.

### 6.9 Performance Evaluation

- Conduct regular reviews and assessments to determine the effectiveness and efficiency of the teach-out process.
- Collect and evaluate input from affected students and stakeholders to facilitate continual improvement and quality enhancement initiatives.

### 6.10 Continual Improvement

- Establish and maintain a mechanism for the continual enhancement of the teach-out process.
- Ensure that any identified issues or non-conformities are addressed in a timely and effective manner.



## 7.0 Responsibilities

- 7.1 The Management: Supervise the formulation and execution of the Teach-Out Plan and related Agreements while ensuring adherence to requirements.
- 7.2 Academic Affairs: Manage and coordinate academic counselling and student support services for students affected by the teach-out process.
- 7.3 Registrar/EQUAL: Ensure the proper management, safeguarding and confidentiality of academic records, and issue all required documentation as needed.
- 7.4 Finance: Provide guidance to students regarding financial implications and support them in making necessary adjustments to their financial aid arrangements.

## 8.0 Review and Revision

This policy shall be reviewed on an annual basis and updated where necessary to ensure continued alignment with teaching and learning requirements, as well as to address the evolving needs of students and the institution. Any amendments shall be subject to approval during the Academic Board meeting.

## 9.0 Approval

This Teach-Out Policy has been approved by the Academic Board, with effective from 10<sup>th</sup> April 2026.

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## SCHEDULE 4

### Financial Arrangement

Programme:

Bachelor of Business Administration

Franchise Fees:

The components of the Collaborative Programmes covered under this Agreement include, but are not limited to, the Licensed Course Content, third-party components, MU's Administrator, registration processes, Student Information System and the Learning Management System provided to MICP, as well as the MICP Fees payable by MICP to the MU, as follows:

Not Applicable

Royalty Fees:

MICP shall be granted access to the most up-to-date version of MU's Licensed Materials that are approved for release, excluding any materials still under pilot or beta development through an online OneDrive cloud link.

Below is the list of the Collaborative Programme for the Franchise and its Royalty Fees.

| Programme                           | Year 1 and Year 2 | Year 3 onwards |
|-------------------------------------|-------------------|----------------|
| Bachelor of Business Administration | RM2,000           | RM5,000        |

The Royalty Fees to be paid by the MICP to the MU shall be in accordance with the table set out above.

MU shall issue invoices on the 15th day of each calendar month during the Term of this Agreement in respect of Royalty Fees and any other charges payable under this Agreement.

MICP shall pay all invoiced amounts in full within sixty (60) days from the date of issuance of the relevant invoice, without deduction, withholding or set-off unless otherwise required by law.

Additional Charges

Additional services requested by MICP including but not limited to:

- a) shared lecturers;
- b) preparation of examination questions;
- c) moderation services;
- d) marking services;
- e) specialised academic support;
- f) external examiner costs;
- g) training activities; and/or
- h) any additional academic, operational or support services requested by MICP,

may be subject to additional fees and charges.

The applicable rates, scope of services, payment terms and other related arrangements shall be determined by mutual written agreement between the Parties from time to time and may be governed under a separate Financial Agreement, Financial Arrangement and/or Letter of Arrangement, where applicable.

For the avoidance of doubt, such rates and charges may be reviewed, revised or varied by mutual agreement of the Parties from time to time and shall not require amendment to this Agreement unless otherwise agreed by the Parties.



#### Course Discontinuation

MU reserves the right to discontinue the Programme offered under this Agreement upon providing reasonable prior written notice to MICP. In such event, the Parties shall ensure affected Students are able to complete their studies through continuation arrangements and applicable Teach-Out measures in accordance with this Agreement and regulatory requirements.

#### MU's Account Details

Bank Name: AFFIN BANK BERHAD  
Bank Account No: 10-040-001653-6  
Swift Code: PHBMMYYKL

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KERAJAAN MALAYSIA

**IBU PEJABAT**  
**LEMBAGA HASIL DALAM NEGERI MALAYSIA**  
 MENARA HASIL  
 PERSIARAN RIMBA PERMAI  
 CYBER 8, 63000 CYBERJAYA  
 SELANGOR DARUL EHSAN

**SIJIL SETEM**

ASAL

**STAMP CERTIFICATE**

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)  
 Please attach this stamp certificate to the instrument as evidence of stamping

**Cara Bayaran** *Payment Method*

FPX TRANSACTIONS

**No. Adjudikasi** *Adjudication No.*

T01K311538XP009 (SALINAN 1/1)

**Jenis Surat Cara**

COLLABORATION AGREEMENT

*Type Of Instrument*

SURAT CARA UTAMA

**Tarikh Surat Cara**

15/06/2026

*Date Of Instrument***Balasan** *Consideration*

RM 0.00

**Maklumat Pihak Pertama / Penjual / Pemberi** *First Party / Vendor / Transferor / Assignor*

MAHSA UNIVERSITY, (200401016011)

**Maklumat Pihak Kedua / Pembeli / Penerima** *Second Party / Purchaser / Transferee / Assignee*

MAHSA INTERNATIONAL COLLEGE PENANG, (581165-W)

**Butiran Harta / Suratcara** *Property / Instrument Description*

TIDAK BERKENAAN



Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:

*This is to certify this instrument is stamped and indorsed as below:*

|                                                         |                 |
|---------------------------------------------------------|-----------------|
| <b>No. Sijil Setem</b> <i>Stamp Certificate No.</i>     | P0099A261453578 |
| <b>Tarikh Penyeteman</b> <i>Date of Stamping</i>        | 14/09/2026      |
| <b>Duti Setem Dikenakan</b> <i>Amount of Stamp Duty</i> | RM 10.00        |
| <b>Penalti</b> <i>Penalty</i>                           | RM 0.00         |
| <b>Pelarasan</b> <i>Adjustment</i>                      | RM 0.00         |
| <b>Jumlah Dibayar</b> <i>Total Amount Paid</i>          | RM 10.00        |
| <b>Indorsemen</b> <i>Indorsement (Akta Setem 1949)</i>  | Seksyen 12      |

LEMBAGA HASIL DALAM NEGERI

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 14/09/2026 12:02:25

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di [stamps.hasil.gov.my](https://stamps.hasil.gov.my) atau melalui aplikasi telefon pintar

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*Ini adalah cetakan komputer dan tidak perlu ditandatangani*

*This is a computer generated printout and no signature is required*

--- tamat/end ---