DATED THIS 21st DAY OF JUNE, 2001

BETWEEN

INSTITUT PUTRA

AND

TROY STATE UNIVERSITY

ASSOCIATE, BACHELOR & MASTER DEGREE PROGRAMS AGREEMENT
Associate, Bachelor, and Master Degree Programs

AGREEMENT BETWEEN

INSTITUT PUTRA AND TROY STATE UNIVERSITY

MALAYSIA

June 21, 2001

This agreement is made and entered into the 21st day of June, 2001 by and between Troy State University (henceforth TSU), Adams Administration Building, Troy, Alabama 36082, a public university in the State of Alabama, and Institut Putra (henceforth IP), Lot 1838, Mukim Katil, Ayer Keroh, 75450 Malacca, Malaysia, a private college in Malaysia.

IP will be permitted to offer the Associate, Bachelor, and Master degrees at any of their campuses/sites providing TSU has visited the campuses/sites and the campuses/sites meet TSU accreditation standards.

The approval of any new site shall only occur if the approval does not infringe on the conditions and terms of other previous Agreements entered into by TSU.

IP must continually meet all TSU requirements and regulations for this Agreement to remain in effect.

The right to offer Troy State University programs will become effective on the date the Vice President, University College, Troy State University, or Designee approves Institut Putra as a Troy State University Campus.

In consideration of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

IP and TSU agree to establish Associate, Bachelor, and Master Degree Programs to be offered at Institut Putra. Initial concentrations will include Business and English. However, upon receipt of SACS accreditation approval, TSU agrees to allow IP to offer the following programs as and when student enrollment warrant.

1) **Associate of Science and/or Arts**
   Preferred Majors:
   a) Business Administration  
   b) Business  
   c) Information Systems  
   d) General Education  
   e) Social Sciences

2) **Bachelor of Science in Business Administration**
   Preferred Majors:
   a) Information Systems  
   b) Management  
   c) Finance  
   d) Marketing  
   e) International Business  
   f) Human Resource  
   g) Economics
h) Accounting
i) Risk Management and Insurance
j) General Business

3) Bachelor of Science
   Preferred Majors:
   a) English
   b) Journalism
   c) Speech
   d) Computer Science
   e) Information Technology
   f) Broadcast Journalism
   g) Psychology
   h) Social Science
   i) Leadership
   j) Sociology

4) Double Bachelor Degree
   Dual Majors
   a) Business
   b) English

5) Master Degrees
   Preferred Majors:
   a) EMBA
   b) MBA
   c) Master of Science Degrees
      i) Educational Foundations
      ii) Human Resource Management
      iii) International Relations
      iv) Management
   d) Master of Public Administration

Special Notes:

1) Students at the IP, Ayer Keroh, Campus will be offered the dual Degree of a Bachelor Degree in Business Administration and a Bachelor Degree with an English Major. In addition an MBA, MSc and/or EMBA may be offered.

2) Upon the opening of the IP, Mantin Campus, students will be offered the Bachelor of Science Degree with a major in Computer Science and Information Systems as well as other Associate, Bachelor, and Master Degrees.

3) For the Bachelor Degree, IP will be responsible for 90 credits to be delivered at IP and a student must complete a minimum of 30 TSU credits in residence at TSU/IP campus. The 30 credits may be taken from the approved TSU courses in the Business, Business Core, English, and/or other subject areas as stated in Appendix 1 attached hereto. Some specialized programs may require more than 30 credits.

4) For the Associate Degree, IP will be responsible for 45 credits and a student must complete 15 TSU credits in residence at TSU/IP campus. The 15 credits may be taken from the TSU courses in the Business, Business Core, English, and/or other subject areas as stated in Appendix 1 attached hereto.

5) In order to earn residency requirements a student must be enrolled for two semesters with TSU. A semester’s residence may be earned during any semester a student is enrolled for not less than 12 credits.
6) All students enrolled in the American Degree Program at IP must take a minimum of 15 TSU credits within their first three or four semesters of attendance. Students enrolled in the Bachelor Program with TSU will be required to take an additional 15 or more credits to complete the Bachelor degree.

7) The courses and amount of TSU credits taken per semester will be mutually agreed between IP and TSU subject to TSU procedures and regulations.

8) The Associate, Bachelor, and Master Degrees awarded will be Troy State University Degrees. Degrees and the certificates awarded will be identical in every aspect with the degrees normally awarded by TSU to students who satisfactorily complete the similar courses at the TSU campus.

9) Students who satisfactorily complete course requirements will be awarded the Associate Degree, followed by the Bachelor of Business Administration Degree, followed by the Bachelor Degree with an English Major. In addition, students who meet TSU regulations and requirements may enroll in the MBA or other Master Degree Programs after completion of the Bachelor of Business Administration Degree.

10) IP will teach the TSU courses following TSU syllabi. Faculty must be approved mutually by TSU and IP and will have to meet TSU and SACS accreditation standards.

11) IP will appoint a TSU Degree Site Coordinator to work directly with the TSU - Representative(s) and TSU faculty.

12) TSU and/or TSU - Representative(s) guarantee to notify IP, in writing, by the end of a three-week period from the date of the submission of a completed student’s application, whether the student’s application has been accepted or rejected.

13) TSU reserves the right to select or change its’ representative(s), faculty and/or other personnel by notifying IP in writing.

14) IP recognizes that Educational Services International (ESI) is the Academic Coordinator and Representative(s) as well as the local representative(s) for Troy State University and that ESI, as TSU’s Representative(s), will monitor program activities and be responsible for negotiations, correspondence, advertising, and other activities between IP and TSU. All correspondence and issues relating to any and all TSU-IP Agreements and or Proposed Agreements throughout Asia shall be copied to the TSU – Representative(s) and IP. Educational Services International reports directly to the Director of the Western Region or the Vice President of University College Designee.

15) IP and TSU acknowledge that ESI is under contractual obligations with both parties and agree that ESI can serve both parties in an appropriate, professional, and ethical manner.

16) The TSU - Representative(s) will be available for services on a mutually agreed basis and will be available in Asia an estimated six or more months per year. Three (3) months of this time per-year the TSU – Representative(s) will be available, in South-East Asia, to assist with recruitment and other activities for the Associate, Bachelor, and Master Degree programs. IP will supply office space, at its’ premises, for TSU faculty, with provision for the TSU - Representative(s) to avail such space. In the event that IP requests and the TSU - Representative(s) agree to travel to other locations IP agrees to pay all travel, lodging, meals, and incidental expenses relating to IP’s request.

17) All syllabi used in the TSU Degree Programs for transfer credit must be approved by TSU.
18) TSU retains full and complete authority on the admission of all students into any and all TSU programs. IP agrees to enroll and accept transfer students from all other educational institutions that are approved and recommended by TSU.

19) IP guarantees they will provide faculty to teach all the Associate and Bachelor Degree courses including all supervisory responsibilities. These faculty members will be appointed as adjunct faculty by TSU and must meet TSU and SACS accreditation standards. In the event that IP is unable to provide the faculty that meet TSU accreditation standards TSU will provide within four (4) weeks such faculty and IP guarantees that they will pay TSU for all incidental costs travel (economy), living and salary incurred by TSU if Troy State University is required to supply these faculty provided that the same shall have been mutually agreed to by TSU and IP.

20) TSU adjunct faculty must have at minimum a Master’s Degree and a minimum of eighteen (18) graduate credit hours in the subject area they are to teach. If TSU rejects a recommended IP faculty with these qualifications, TSU will show reasonable written cause for the rejection.

21) Appointed lecturers of Institut Putra and Adjunct Professors appointed by TSU shall be responsible for the grading of all student assignments and exams. They shall have final authority on the final grade assigned to students.

22) IP will pay all faculty salaries and benefits. The faculty must meet TSU and Southern Association Accreditation standards, and TSU and IP must mutually approve all faculty teaching in the IP-TSU programs.

23) TSU agrees to provide, upon IP’s request, a Visiting TSU Professor as the Visiting Resident TSU Professor at each of the TSU-IP sites. The Visiting Resident Professor appointed will be mutually agreed to and will serve for one semester. The one semester appointment will be extended by mutual agreement. IP will provide airfare, meals, accommodation as well as paying honoraria/salary and other approved miscellaneous expenses. The honoraria/salary will be established by mutual agreement.

24) IP will provide to TSU upon a written request from TSU a realistic projection of student enrollment and marketing plans for each program and site before implementation and finalization of an agreement.

25) Each and every degree program must enroll a reasonable number of students (to be decided by mutual agreement).

26) TSU will accept the institutional TOEFL if the testing is done by IP. Undergraduate students must achieve a TOEFL score of 500 (173 computer based). Graduate Admission will require a TOEFL score of 525 (195 computer based).

27) All students enrolled in IP-TSU programs will be required to complete a capstone type and/or a comprehensive examination established and controlled by TSU.

28) The TSU- Representative(s) will monitor the general academic aspects of the program. IP recognizes that the Director, TSU – Western Region or the Vice-President, University College or Designee is responsible to ensure academic and administrative compliance and retaining budget authority for TSU.

29) Any advertisement/promotional materials that carry Troy State University’s name, seal, and/or logo has to be approved by TSU prior to publication and/or release to the public within five (5) working days after submission of said materials to TSU. IP, upon approval, will be able to produce joint promotional products that jointly use TSU and IP name, seal, and/or logo.
30) IP students may transfer to TSU at anytime, according to TSU's admission criteria, after their first semester at IP providing they meet TSU entrance criteria. However, it is expected that most transfers will begin after the second or third year at IP.

31) IP students have the right to visit TSU during the summer session subject to relevant approvals being obtained.

32) Effective the date of the signing of this agreement IP and TSU will establish a mutually exclusive arrangement whereby IP agrees to give first right of refusal to TSU for any American 4+0 undergraduate programs (Bachelor Degrees) and Master Degree Programs IP establishes in Malaysia and other IP sites. TSU agrees to give first right of refusal to IP and all IP sites before establishing any American undergraduate and/or graduate programs (Bachelor and Master Degrees) with other private Colleges and Universities in Malaysia (whether part-time or otherwise), excluding any previous agreements entered into by TSU. It is agreed to by both parties that the conditions and terms relating to any previous agreements signed by TSU will be respected and honored. Any programs that have not previously been established under a first right of refusal clause under a previous agreement will henceforth fall under this clause.

33) Troy State University will set all Associate, Bachelor, and Master Degree entrance requirements and conditions. IP may request exemptions and/or special considerations as and when IP deems necessary. A list will be developed and included as an appendix to this agreement of any exemptions and special circumstances that are agreed to. TSU retains the final decision on all academic standards and policies for TSU students.

34) IP and TSU will operate on a Partnership basis.

35) In case of any changes, this will only apply to the incoming group/cohort upon expiry of four months after date of submission to IP (of written notification stating the proposed changes) and not the outgoing and continuing group of students, unless specifically required by LAN, the Ministry of Education, SACS or the US accreditation agencies.

36) Specific Master Degree Programs will be negotiated on a program-by-program basis.

37) Any changes or additions to this Agreement will be added as Appendices.

**Budget Factors:**

1) IP will be responsible for all costs salaries, facilities, marketing, supplies, equipment, administration and other costs deemed necessary by IP for the running of the Associate, Bachelor, and Master Degree Programs.

2) IP will supply ground transportation for TSU faculty and other visiting personnel from TSU.

3) Each new site will require one or two visits by the TSU - Representative(s). If the site is recommended to TSU by the TSU - Representatives(s) a follow-up visit will be made by the TSU - Representative(s) and one other TSU representative to further evaluate the site prior to recommending the site to TSU and SACS. TSU agrees to pay all airfare costs USA –KL –USA for the additional site visitation by the Director of the Western Region or the Vice President of University College designee and IP agrees to pay reasonable lodging, meals, ground transportation and incidental expenses for three days or less per site and three or less site visitations. TSU main campus will make the final decision regarding site selection. This is to include all Associate, Bachelor, and Master Degree Programs.

4) IP agrees to pay SACS site evaluation costs (economy airfare, lodging, meals, ground transportation, and related costs). IP will be responsible for any costs (economy class airfare, lodging, meals, ground transportation, and related expenses) for a maximum of six (6) SACS
evaluators from the USA associated with each SACS visitation. The administrative fees charged by SACS will be TSU’s responsibility. This is to include all Master, Bachelor, and Associate Degree Programs.

5) IP will establish the tuition fees and in addition may charge a special fee (i.e. exam fee/registration fee), subject to the approval of the Ministry of Education, Malaysia, for students enrolled in the Associate and/or Bachelor Program. The tuition fees and the special fee charged will be mutually agreed to by IP and TSU.

6) IP will pay TSU fees for students enrolled in the TSU portion of the Associate Degree and in the TSU portion of the Bachelor Degree. Students who have completed the Associate Degree will have to complete a minimum of one semester with TSU, and students who have not completed the Associate Degree will be required to complete two academic semesters and satisfactorily complete 30 or more credits for the Bachelor Degree.

7) Students must complete a minimum of 15 credits with TSU for the Associate Degree and 30 or more credits for the Bachelor Degree.

8) IP will pay directly to TSU a per-student per credit tuition fee for the Associate and Bachelor’s Degree programs. The undergraduate per-credit fee for the period October 1st 2001 to September 30th 2002 will be US$36.00 per credit. This figure may be adjusted upwards annually, by TSU, based on the increase of tuition charges at TSU, not to exceed a maximum of 25% of the $36.00 per credit charge after the period of three years from the start date of the program, or based upon the exchange value of the local currency as well as inflationary factors. Excluding increases based on TSU main campus tuition charges, any changes will be mutually agreed upon. The tuition rate, income split and costs for the Master’s Degree programs will be established by mutual agreement of both parties.

9) IP guarantees TSU a minimum of US$50,000.00 per semester or USD36 per credit per student fee whichever is the greater, for the Associate and/or Bachelor Degree programs launched by IP in Malacca. The first payment of US$50,000.00 will be immediately due and payable on October 1st 2001. Other payments will be due and payable on the beginning date of each semester thereafter. This figure may be adjusted upwards annually based on the exchange value of the ringgit as well as inflationary factors. Any other changes will be mutually agreed upon. In addition, IP guarantees a one-time payment to TSU of US$25,000.00 payable immediately upon the signing of this Agreement.

10) TSU is responsible for covering the costs of the mandatory student examinations (e.g. field placement test).

11) Each student will pay a US$45.00 registration fee to TSU for enrollment in the Associate, Bachelor, and/or Master Degree Programs. This fee includes a TSU T-shirt for each student registered. The fee charged may be reviewed on an annual basis and will be mutually agreed upon.

12) IP ensures that all funds are accounted for and all amounts payable to TSU will be wired to a designated account at TSU. The funds due TSU will be wired within thirty (30) days after students have completed registration. Funds due TSU must be wired to TSU prior to any TSU faculty member or representative traveling to an IP site.

13) TSU agrees to give IP one-year notice before changing tuition fees subject to TSU, IP, and the Ministry of Education, Malaysia’s approval. TSU acknowledges that the Ministry of Education, Malaysia, only allows approval to change tuition once every three years with one year ahead of application.
14) TSU and IP agree to work together toward establishing various other Associate and Bachelor Degree programs throughout Asia. Financial arrangements for all the Associate, Bachelor, and Master degree programs in both countries will be similar to the present terms and conditions and will require mutual agreement. Each site will require a separate proposal to TSU’s main campus, approval by College Councils and SACS. Each site must be fiscally viable as a separate entity. Revenue and expenditures are not co-mingled between sites.

15) TSU – Representative(s) will conduct a general academic audit on each site and each degree on a semester or semi-annual basis and academic specialists from TSU will audit once a year. IP will pay any required airfare, travel, living, and other expenses for two TSU-Representatives for each general academic audit.

16) TSU supplies the academic specialists to conduct audits for each Associate and Bachelor Degree for a period not to exceed three to five days annually per degree. TSU will be responsible for the salary and USA-KL-USA travel expenses therefor for a maximum of two specialists. If more than two Academic Specialists are required then IP and TSU will mutually agree on the sharing of the additional costs incurred.

17) If IP desires or requires TSU faculty to teach any course(s), IP will be responsible to pay salary, economy airfare USA-IP SITE-USA, reasonable accommodation, meals, ground transportation and mutually agreed expenses for the visiting faculty member.

18) IP pays all domestic, South-East Asia and Asian economy airfare and reasonable accommodation, meals, ground transportation and mutually agreed expenses for TSU – Representative(s), the Director of the Western Region or the Vice President of University College designee, faculty and staff visiting, auditing, monitoring, examining and/or assisting at IP Malaysia and other IP sites and/or working with IP on other activities. The TSU Western Regional Director or the Vice President of University College designee will determine the personnel required to perform the duties requested by IP. TSU pays all USA-KL-USA airfares for TSU staff unless the visit is at the request of IP because of special circumstances. Other than for the purposes of auditing, such activities must be approved by IP.

19) If a Specialist Academic Auditor is required to visit another site and/or stay for additional days beyond five, IP shall be responsible for all additional costs.

20) Where and when IP is required to pay additional charges all costs must be fair, reasonable, and prudent.

21) TSU shall provide a list of all TSU recommended and required core library books to IP two (2) months prior to the date of commencement of programs. IP ensures that all required core library books including the Harvard Core Business Case Studies required for Graduate Courses will be available in the Library for student use.

22) IP students will be responsible for paying all the costs of textbooks, supplies, and other misc. items required for the courses being taught. IP can charge students any price they find reasonable.

23) IP graduating students for the Associate, Bachelor, and Master degrees will bear any required costs for the graduation gown, cap, tassel, and diploma cover. IP or IP students will pay the costs of the reception and graduation ceremony held in Malaysia. IP students will be entitled (should they wish, at their own expense) to attend graduation ceremonies at TSU. TSU will pay for the graduation diploma, and all costs and expenses of TSU officials coming to grace the graduation ceremony.

24) Licenses, fees, and taxes in Malaysia associated with this agreement are IP’s responsibility. Taxes, fees and licenses in the United States associated with this agreement are TSU’s responsibility.
Additional Provisions:

INDEMNIFICATION: TSU does not indemnify IP in any form or fashion for any legal or other liability arising as a result of IP’s performance of this agreement. IP shall defend and hold harmless TSU from and against all claims, liability, loss and expense, including reasonable costs, collection expense, attorney’s fees, and court costs which may arise because of the sole negligence, misconduct, or other fault of IP, its agents or employees in performance of its obligations under this agreement. This provision shall survive for two (2) years after the termination of this agreement.

IP likewise does not indemnify TSU in any form or fashion for any legal or other liability arising as a result of TSU’s performance of this agreement. TSU shall defend and hold harmless IP from and against all claims, liability, loss and expense, including reasonable costs, collection expense, attorney’s fees, and court costs which may arise because of the sole negligence, misconduct, or other fault of TSU, its agents or employees in performance of its obligations under this agreement. This provision shall survive for two (2) years after the termination of this agreement.

COOPERATION: To assure cooperation of both parties of this Agreement it is understood that both IP and TSU will cooperate in preparation required for any meetings, appear on reasonable notice for any meetings/conference calls, and comply with all reasonable requests made by either side in connection with completion of this Agreement.

FORCE MAJEURE: Neither IP or TSU shall be deemed in default or liable to the other Party for any delay or non-performance of obligations under this Agreement (other than obligations for the payment of money) in the event and to the extent that such delay or non-performance is directly caused and effected by the occurrence of an event of Force Majeure (the Force Majeure Event). For purposes of this Agreement the term “Force Majeure Event” shall refer to any event or circumstance that (i) is outside of the reasonable control of the affected party, (ii) was not caused directly or indirectly by any action or omission of such affected party, (iii) despite such affected party’s reasonable efforts will result in delay in the performance or compliance of any obligation of such affected party under this Agreement, and (iv) the affected party should have exercised all reasonable and foreseeable measures to mitigate such event, delay, loss or damage, including without limitation:

a. Acts of god or of nature such as earthquakes, floods, tornadoes, storms, serious fire, natural disasters, explosions, typhoon, epidemics, and volcanic eruptions.
b. Declared war, riots, civil unrest, and acts of government.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their successors and assigns, and the parties hereto do covenant and agree that they themselves and their assigns will execute any and all instruments, releases, assignments and consents that may be required of them in accordance with the provisions of this Agreement.

AMENDMENTS: No amendments to this Agreement shall be made other than by a written amendment signed by all parties.

WAIVER: No waiver of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

INDEMNIFICATION:
This Agreement is made and entered into under International Arbitration Law and shall in all ways be governed and construed by such laws. If any provision of this Agreement be adjudicated invalid or against public policy for any reason by a Court of competent jurisdiction it is specifically intended that each and every provision not so invalidated shall remain in full force and effect. In the event it is necessary for TSU to initiate action to enforce this agreement, IP agrees to pay attorney fees, court costs, and any other expenses in addition to the compensation specified herein. Likewise, in the event it is necessary for IP to initiate action to enforce this agreement, TSU agrees to pay attorney fees, court costs, and any other expenses in addition to the compensation specified herein.
NOTICE: Any notice required or permitted hereunder, when reasonably calculated to give actual notice, may be made:

a. By any form of mail addressed to the party to be given notice at his/her known address and requiring a signed receipt; or

b. By personal delivery in the manner prescribed for service of legal process within the State of Alabama.

For purposes of this agreement, notice shall be given to Troy State University at the following two addresses simultaneously:

Dr. Rodney V. Cox, Vice President
University College
Troy State University
Adams Administration Building, LL
Troy, Alabama 36082, USA

Dr. Susan C. Aldridge, Director
Western Region
University College, Troy State University
596 Fourth Street
Holloman AFB, NM 88330, USA

For purposes of this agreement, notice shall be given to IP at the following address:

Institut Putra
Lot 1838, Mukim Katil
Ayer Keroi
75450 Malacca
Malaysia

ENTIRE AGREEMENT: This Agreement constitutes the entire, final, complete, and exclusive agreement between the parties and supersedes all previous agreements or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement, understand all terms and conditions, and agree to be bound thereby.

INSTITUT PUTRA

[Signature]

Dr. Tan Chong Chong
President
Institut Putra

Witness

[Signature]

Mr. Tang Chai Yoong
Chief Executive Director
Institut Putra

Dated this 21st of June, 2001

TROY STATE UNIVERSITY

[Signature]

Dr. Rodney Cox
Vice President
University College
Troy State University

Witness

[Signature]

Tina Sanders
Adams Admin Building
Troy State University
APPENDIX I

For a Bachelor’s Degree, students must complete a minimum of 30 TSU credits in residence at TSU/IP campus. For the Associate Degree, a student must complete 15 TSU credits in residence at TSU/IP campus. Credits may be taken from the following TSU courses:

<table>
<thead>
<tr>
<th>Troy State University</th>
<th>IP College</th>
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<tbody>
<tr>
<td>ENG 1101 Composition I</td>
<td>ENGT 101 English Composition I</td>
</tr>
<tr>
<td>ENG 1102 Composition II</td>
<td>ENGT 102 Eng Composition II</td>
</tr>
<tr>
<td>MTH 1112 Pre-Calculus Algebra</td>
<td>MATT 1112 Pre-Calculus Algebra</td>
</tr>
<tr>
<td>ACT 2291 Principles of Accounting I</td>
<td>ACCT 2291 Accounting I</td>
</tr>
<tr>
<td>ACT 2292 Principles of Accounting II</td>
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<td>ECO 2251 Principles of Macroeconomics</td>
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<tr>
<td>IS 2244 Programming Methods</td>
<td>ISST 2244 Programming Methods</td>
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<tr>
<td>IS 3345 Functional Computer Utilization in Business</td>
<td>ISST 3345 Functional Computer Utilization in Business</td>
</tr>
<tr>
<td>MKT 3361 Principles of Marketing</td>
<td>MRKT 3361 Principles of Marketing</td>
</tr>
<tr>
<td>MGT 3371 Principles of Management and Organization Behavior</td>
<td>MGTT 3371 Business Management and Organization</td>
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<tr>
<td>MGT 3373 Operations Management</td>
<td>MGTT 3373 Operations Management</td>
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<tr>
<td>MKT 4468 International Marketing</td>
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<td>MGT 4478 International Management</td>
<td>MGTT 4478 International Business Management</td>
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<td>LAW 3321 Legal Environment</td>
<td>LAWT 3321 Business Law I</td>
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<td>FIN 3331 Managerial Finance</td>
<td>FINT 3331 Managerial Finance</td>
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<tr>
<td>FIN 4435 International Banking and Finance</td>
<td>FINT 4435 International Banking and Finance</td>
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<tr>
<td>QM 3342 Introduction to Operations Research</td>
<td>QMET 3342 Introduction to Operations Research</td>
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<tr>
<td>BAN 3382 Business Communications</td>
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<td>BAN 4476 Business Strategy</td>
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<td>ECO 4451 International Trade</td>
<td>ECOT 4451 International Trade</td>
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<tr>
<td>IS 2241 Business Information Systems</td>
<td>ISST 2241 Business Information Systems</td>
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<tr>
<td>HIS 1111 US To 1877</td>
<td>HIST 251 U.S. History I: Colonization to 1877</td>
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<tr>
<td>HIS 1112 US Since 1877</td>
<td>HIST 252 U.S. History II: 1965 to Present</td>
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<td>ENG 2205 World Lit I</td>
<td>ENGT 2205 World Lit I</td>
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<tr>
<td>ENG 2206 World Lit II</td>
<td>ENG 2205 World Lit I</td>
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</tbody>
</table>

These courses are subject to the approval of the TSU Academic Deans. TSU and IP may jointly approve changes or revisions to the list of courses in Appendix I at any time. Changes or revisions to this list shall be in writing as an amendment to the Appendix. No changes or revisions to Appendix I shall affect any other terms in this agreement.
Appendix 2
Master Degree Program

AGREEMENT BETWEEN
INSTITUT PUTRA AND TROY STATE UNIVERSITY

MALAYSIA
June 21, 2001

This agreement is made and entered into the 21\textsuperscript{st} day of June, 2001 by and between Troy State University (henceforth TSU), Adams Administration Building, Troy, Alabama 36082, a public university in the State of Alabama, and INSTITUT PUTRA (henceforth IP), Lot 1838, Mukim Katil, Ayer Keroh, 75450 Malacca, Malaysia, a private college in Malaysia.

In consideration of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

This agreement (Appendix 2) is an addition to the Associate, Bachelor, and Master Degree Program Agreement Between Institut Putra and Troy State University, dated June 21, 2001. Unless specifically excluded in this Agreement (Appendix 2) all the conditions and terms of the Associate, Bachelor, and Master Degree Program Agreement are equally applicable to this Agreement (Appendix 2).

IP and TSU agree to establish Executive Master of Business Administration Degree Programs (EMBA) and/or Master of Business Administration (MBA) and other agreed upon Master of Science Degree programs to be offered at IP, Kuala Lumpur, and/or other Malaysian sites.

1) The tuition rate will be set by mutual agreement between both parties and will be mutually reviewed on an annual basis subject to TSU, IP and the Ministry of Education Malaysia's approval, if necessary.

2) The income split and costs will be negotiated on terms mutually agreeable to both parties.

3) The tuition fee does not include textbooks. Textbooks, printed materials and similar expenses will be the responsibility of the student.

4) Each cohort group will be capped at 50 students.

5) IP plans a minimum of two intakes per year. If it appears the number of students for an intake will not reach twenty-five both parties may mutually agree to cancel the intake. The decision to cancel must be made four months in advance of the intake.

6) All Master Degree programs will follow the requirements and conditions listed in the Troy State University Graduate Bulletin.

7) The EMBA will be a twelve-course program plus one prerequisite course. It may be completed within approximately 12 months for full time and 18 months for part time students. One of the courses will be a Research Course that requires Research/Dissertation.

8) IP will appoint a Master’s Degree coordinator to work directly with the program.

9) TSU will teach seven courses of the EMBA with experienced faculty members from Troy State University and six courses in the ten-course MBA and M.Sc. programs. TSU will be responsible for their salaries, travel, and living expenses of the TSU lecturers participating in the Master Degree Programs.

10) IP guarantees they will provide faculty to teach the prerequisite course and five other courses (total 6 courses) including the supervision of the research for the EMBA and will teach four courses in the other Master Degree programs that have ten courses, including the supervision of research. These faculty members may be appointed as adjunct faculty by TSU with prior consultation with IP and must meet TSU accreditation standards. In the event that
IP is unable to provide the faculty that meet TSU accreditation standards, TSU will immediately provide within four (4) weeks such faculty and IP guarantees that they will pay TSU for all additional costs travel (economy), reasonable living and salary incurred by TSU if Troy State University is required to supply these faculty provided that the same shall have first been mutually agreed to by TSU and IP.

11) IP adjunct faculty must have Doctorate degrees and a minimum of eighteen (18) graduate credit hours in the business subject area they are to teach. The doctorate degree does not necessarily have to be in business. If TSU rejects a recommended IP faculty with these qualifications, TSU will show reasonable written cause for the rejection.

12) IP will be fully responsible for all salary, benefits, expenses, and all other costs for the faculty members they provide to teach and supervise the six courses.

13) IP will be responsible for all facilities, equipment, promotion, administration, and all other costs deemed necessary by IP for the running of the EMBA, MBA, and other M.Sc. programs.

14) Undergraduate deficiencies will be taught and fully administered by IP faculty.

15) In case of any changes, this will only apply to the incoming group/cohort upon expiry of four (4) months after date of submission to IP (of the written notification stating the proposed changes) and not the outgoing and continuing group of cohort students, unless specifically required by LAN, the Ministry of Education, SACS or the US accreditation agencies.

ENTIRE AGREEMENT: This Agreement constitutes the entire, final, complete, and exclusive agreement between the parties and supersedes all previous agreements or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement, understand all terms and conditions, and agree to be bound thereby.

INSTITUT PUTRA

Dr. Tan Chong Chong
President
Institut Putra

Witness

Mr. Tang Chai Yoong
Chief Executive Director
Institut Putra

Dated this 21st June, 2001

TROY STATE UNIVERSITY

Dr. Rodney Cox
Vice President University College
Troy State University

Witness

Tina Sanders
Adams Admin Bldg. LL
Troy State University
10th July, 2001

Dr. Susan C. Aldridge
Director Western Region
University College, Troy State University
596 Fourth Street
Holloman AFB, NM 88330 USA

Dear Sirs,

ASSOCIATE, BACHELOR & MASTER DEGREE PROGRAMS AGREEMENT

The above matter refers.

Forward herewith an original copy of the duly stamped Associate, Bachelor & Master Degree Programs Agreement entered between Troy State University and Institut Putra dated 21st day of June 2001 for your perusal and safe keep.

Enclosed herewith a duplicate copy of Memorandum of Understanding entered into between Shenzhen Municipal Government of People’s Republic of China via their Investment Management Company and Langkawi Resorts Group of Companies dated 11th day of May 2001 for your reference.

Thank you.

Yours faithfully,
INSTITUT PUTRA

(T.C.YONG)
Chief Executive Director
深圳教育科研基地
合作经营意向书

第一条 合作各方：

甲方：深圳市龙岗区投资公司
乙方：马来西亚浮罗交怡控股集团

第二条 以上各方同意建立合作经营企业

第三条 合作各方经营的目的是：本着加强经济合作和技术交流的愿望，采用先进而实用的技术和科学的经营管理方法，提高办学质量和市场竞争能力，并在一定程度上获得经济效益。

第四条 合作公司的经营范围：

1、针对本地工人、技术人员、行政管理人员业务培训；
2、电子、新材料、生物工程的技术研究；
3、投资旅游设施；
4、从事房地产开发。

第五条 合作公司的投资总额为美元 2 亿元；注册资本为美元 1 亿元。

第六条 合作各方提供下列合作条件：

甲方：土地，折美元 9000 万元
乙方：资金，美元 11000 万元

第七条 合作各方应各自负责完成以下各项事务：

甲方责任：
办理申请设立合资公司，登记注册等相关事宜；
办理申请土地使用权或租用厂房及建筑设施的手续；
负责办理合资公司委托的其他事宜。

乙方责任：
负责将乙方出资的资金到位；
负责培训合作公司的员工；
负责办理合资公司委托的其他事宜。

第八条 合作公司的完税并提取各项基金后，收益按合同约定的方式进行分配。

第九条 双方根据实际情况在意向书签定后，12个月内继续商谈合作事宜，并确定合作合同书。

第十条 双方最后约定将以合作合同为准。本意向书不具有任何法律效力。

第十一条 有关人员工资、福利、工会、税务、会计等其他方面事宜，将在合同书中详尽列出。

第十二条 本意向书于二〇〇一年五月签定。

甲方：
深圳市龙岗区投资管理有限公司
代表签字：
2001年5月11日

乙方：
马来西亚浮罗交怡控股集团
代表签字：
2001年5月11日
MEMORANDUM OF AGREEMENT
Between
Institut Putra (IP) of Malaysia
And
Troy State University (TSU) of Troy, Alabama, U.S.A.

This Memorandum of Agreement is for the purpose of establishing academic articulation between Institut Putra (IP) of Malaysia and Troy State University of U.S.A. The following college transfer agreement is for students desiring to transfer from Institut Putra (IP) to Troy State University.

Students from Institut Putra (IP), applying to Troy State University, will be processed expeditiously through the Center of International Programs Office. They will be required to have the proper grade point average of 2.00 and TOEFL score of 500 minimum and meet all other requirements outlined in the Troy State University's Bulletin. Students not meeting these standards will be considered on an individual basis.

Transfer students from Institut Putra (IP) will receive full credit toward graduation in the appropriate degree program at Troy State University for courses successfully completed with a 'C' grade or better. Students must meet all academic and other requirements that are specified in Troy State University's Bulletin for graduation. A course equivalency table is attached and may be used as an official guide. However, curriculum changes may occur at any time as required. After arrival at Troy State University, students must apply for an official transcript at the Records Office for transfer credit.

In addition to Troy State University welcoming students from Institut Putra (IP), Institut Putra (IP) will welcome Troy State University students desiring a semester or a year of study abroad.

Both institutions would welcome faculty and staff exchanges to enhance the relationship between the two institutions.

This Memorandum of Agreement is in effect upon the signing by all parties and remains in effect until amendment by one or both parties.

Dr. Tan Chong Chong
President
Institut Putra

Dr. Curtis H. Porter
Dean, International Programs
Troy State University

Mr. Tang Chai Yoong
Chief Executive Director
Institut Putra

Date: 13-7-2001

Date: 19/1/
APPENDIX 4
EMBA Degree Program
AGREEMENT BETWEEN IP AND TSU
July 15, 2001

This Agreement is made and entered into the 15th day of July, 2001 by and between Troy State University (henceforth TSU), Adams Administration Building, Troy, Alabama 36082, a public university in the State of Alabama, and Institut Putra (henceforth IP), Lot 1838, Mukim Katil, Ayer Kerooh, 75450 Malacca, Malaysia, a private college in Malaysia.

In consideration of the mutual covenants and agreements contained within the 21st June 2001 Agreement, the sufficiency of which is hereby acknowledged, the parties in addition, do hereby agree as follows: IP and TSU agree to establish an Executive Master of Business Administration (EMBA) to be offered by Institut Putra and Troy State University at and within Kuala Lumpur, Johor Baru, Penang, Malacca, and other locations in Malaysia, to be mutually agreed upon. All terms and conditions shall be identical to the 21st June 2001 Agreement between TSU and IP with the exception of the following specific terms and conditions pertaining to the EMBA.

1. The initial tuition rate will be established at a minimum of US$660.00 per module for 12 modules plus the prerequisite course. Income is then 13X660 = US$8880.00 per student. The tuition will be reviewed annually and must be agreed to by both parties.
2. The tuition for any new location, in addition to the four locations noted above, must be mutually agreed upon by both parties.
3. TSU shall receive 50% of the tuition fees and IP shall receive 50%.
4. IP guarantees a minimum US$105,000.00 per cohort group per site and will notify TSU a minimum of two months in advance if they wish to cancel an intake. If IP has not started a minimum of two cohort groups for the EMBA program prior to December 31, 2002, TSU retains the right to obtain another partner in Malaysia for the EMBA program. All other terms and conditions of the agreement and Appendices shall remain in effect.
5. The tuition split for auditing students and/or other students who are not enrolled for the entire EMBA program will be 50-50. TSU will issue each of these students with a Certificate of Completion for each course successfully completed. Tuition fees for Auditing students are US$660.00 per module (subject).
6. IP and TSU agree to a mutually exclusive arrangement whereby IP agrees to give first right of refusal to TSU for any EMBA that IP establishes within Malaysia. TSU agrees to give first right of refusal to IP before establishing any EMBA offered by TSU in Malaysia. This right of first refusal by TSU shall apply to all private Colleges within Malaysia.
7. IP acknowledges that TSU may offer the EMBA at any other site and with any other College TSU chooses if IP fails to meet the terms and conditions of this Agreement. Any program so-offered will not have any effect on any of the other Agreements or any of the terms and/or conditions included therein between IP and TSU.
8. TSU will teach seven courses and IP will teach five courses plus the prerequisite course. (IP total six courses).
9. Subject to Ministry of Education approval, if required, the EMBA Program shall commence on or before 1st January 2002 at one of the four sites listed in this agreement.
10. In the event of any dispute, controversy or difference arising under or in connection with this Agreement, the parties hereby agree to submit and finally resolved such dispute through arbitration procedure in accordance with the following procedures:

(a) it shall take place under the Rules of Arbitration of the International Chamber of Commerce (the "ICC-Rules") in force when the controversy is submitted thereto. The arbitration tribunal shall be composed of three (3) individuals, who shall be appointed according to the ICC-Rules, provided, however, that at least one of the arbitrators is an independent technical expert in the field of university education with direct knowledge of technical issues to be resolved.

(b) The arbitration shall be conducted in the city of Troy, Alabama, USA, and any award, regardless of the place where the arbitrators deliberate, shall be deemed to be made in such place. The arbitration shall be conducted in the English language, however, the parties herein accept that all documents created in the Chinese

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language can be submitted as such in the arbitration proceedings without need to be translated. Both parties agree that (i) the obligations and relationships under this Agreement are commercial, (ii) the arbitral award shall be final and binding on the parties, and (iii) that the Convention on the Recognition and Enforcement of Foreign Arbitral Awards is applicable. The prevailing party shall be entitled to recover from the other party (as part of the arbitral award or order) its or their reasonable attorney’s fees and other costs directly or indirectly associated with the arbitration.

The enforcement of the arbitral award may be requested to any court having jurisdiction over the assets of the non-prevailing party, and any such court may order enforcement of the award against such party and their respective successors and permitted assignees.

11. The clauses in this Appendix supersede any other similar or like clauses agreed to prior to the date of this Appendix.

President Tan Chong Chong, IP

Dr. Rodney V. Cox, Vice President, TSU

Mr. Tang Chai Yoong, Chief Executive Director

Witness

Dated this 15th day of July 2001
APPENDIX 5
MASTER OF EDUCATION DEGREE PROGRAM
AGREEMENT BETWEEN IP AND TSU
July 15, 2001

This Agreement is made and entered into the 18th day of July, 2001 by and between Troy State University (henceforth TSU), Adams Administration Building, Troy, Alabama 36082, a public university in the State of Alabama, and Institut Putra (henceforth IP), Lot 1838, Mukim Katil, Ayer Keroh, 75450 Malacca, Malaysia, a private college in Malaysia.

In consideration of the mutual covenants and agreements contained within the 21st June 2001 Agreement, the sufficiency of which is hereby acknowledged, the parties in addition, do hereby agree as follows: IP and TSU agree to establish a Master of Education Degree (MED) to be offered by Institut Putra and Troy State University at Ayer Keroh, Mainin, Johor Baru, and various other locations in Malaysia and China. Other locations must be mutually agreed upon. All terms and conditions will be identical to the 21st June 2001 Agreement between TSU and IP with the exception of the following specific terms and conditions pertaining to the MSFE.

1. The tuition rate will be established by mutual Agreement. The tuition will be reviewed annually and must be agreed to by both parties.
2. TSU and IP will mutually agree on the courses and program to be offered under the MED degree.
3. Students who successfully complete the MED Degree with 18 graduate credit hours in the area of specialization will meet the academic requirements for appointment as TSU adjunct faculty for Undergraduate courses in the area of specialization studied within the MED Degree.
4. IP has the right to offer the MED program on an exclusive basis to their faculty and staff.
5. TSU shall receive 50% of the tuition fees and IP shall receive 50% for students that are not sponsored by IP.
6. The tuition split for auditing students and/or other students who are not enrolled for the entire MED program will be 50-50. TSU will issue each of these students with a Certificate of Completion for each course successfully completed. Tuition fees for Auditing students per module (subject) will be negotiated by mutual agreement.
7. IP guarantees to pay TSU a minimum US$105,000.00 per cohort group per site and will notify TSU a minimum of two months in advance if they wish to cancel an intake.
8. If the MED program is offered on an exclusive basis for IP staff and faculty, IP will only be required to pay the $105,000.00 for each cohort group offered on an exclusive basis.
9. The enrollment for exclusive cohort groups shall be capped at 35 students. If the cohort groups are not exclusive the enrollment shall be capped at 50 students.
10. IP agrees to recruit a minimum of two cohort groups per year in Malaysia. If IP has not started a cohort group for the MED program prior to December 31, 2002, TSU retains the right to terminate this appendix of the agreement and contract with other partners in Malaysia and China for the MED program. All other terms and conditions of the agreement and Appendices shall remain in effect.
11. IP and TSU agree to a mutually exclusive arrangement whereby IP agrees to give first right of refusal to TSU for any Master’s Degree Program in Education that IP establishes within Malaysia and China. TSU agrees to give first right of refusal to IP before establishing any Master’s Degree Program in Education offered by TSU in Malaysia and China. This right of first refusal shall apply to all public and private colleges and universities within Malaysia and China.
12. IP acknowledges that TSU may offer the MED Degree at any other site and with any other College TSU chooses if IP fails to meet the terms and conditions of this Agreement. Any program so offered will not have any effect on any of the other Agreements or any of the terms and/or conditions included therein between IP and TSU.
13. TSU will teach six courses in the degree program and IP will teach four courses in the degree program, provided that IP faculty requesting certification meet the TSU and SACS criteria for certification.
14. Subject to SACS and Ministry of Education approval, if required, the MED Program shall commence on or before 1st April 2002 at one of the three sites listed in this agreement.

15. In the event of any dispute, controversy or difference arising under or in connection with this Agreement, the parties hereby agree to submit and finally resolve such dispute through arbitration procedure in accordance with the following procedures:

(a) It shall take place under the Rules of Arbitration of the International Chamber of Commerce (the “ICC-Rules”) in force when the controversy is submitted thereto. The arbitration tribunal shall be composed of three (3) individuals, who shall be appointed according to the ICC-Rules, provided, however, that at least one of the arbitrators is an independent technical expert in the field of university education with direct knowledge of technical issues to be resolved.

(b) The arbitration shall be conducted in the city of Troy, Alabama, USA, and any award, regardless of the place where the arbitrators deliberate, shall be deemed to be made in such place. The arbitration shall be conducted in the English language; however, the parties herein accept that all documents created in the Chinese language can be submitted as such in the arbitration proceedings without need to be translated. Both parties agree that (i) the obligations and relationships under this Agreement are commercial, (ii) the arbitral award shall be final and binding on the parties, and (iii) that the Convention on the Recognition and Enforcement of Foreign Arbitral Awards is applicable. The prevailing party shall be entitled to recover from the other party (as part of the arbitral award or order) its or their reasonable attorney’s fees and other costs directly or indirectly associated with the arbitration.

(c) The enforcement of the arbitral award may be requested to any court having jurisdiction over the assets of the non-prevailing party, and any such court may order enforcement of the award against such party and their respective successors and permitted assignees.

16. The clauses in this Appendix supersede any other similar or like clauses agreed to prior to the date of this Appendix.

President Tan Chong Chong, IP

Dr. Rodney V. Cox, Vice President, TSU

Mr. Tang Chai Young, Chief Executive Director, IP

Witness

Dated this 15th day of July 2001
PAYMENT PROCEDURES
TROY STATE UNIVERSITY (TSU)
And
INSTITUT PUTRA (IP)
AYER KEROH

August 7, 2001

1) Institut Putra will pay Troy State University US$36.00 per credit for 48 credits (US$1728.00) per student for students enrolled for an Undergraduate degree with a double major.

2) Institut Putra will pay Troy State University US$35.00 per credit for 30 credits (US $1050.00) per student for students enrolled for an Undergraduate degree with a single major. This figure will be adjusted on a pro rata basis if more than 120 credits are required to complete a degree with a single major.

3) The payments will be made in equal amounts per semester based on the number of semesters the student is attending Institut Putra. For example, if the student is in attendance for 12 semesters over four years to complete the double major the payment per student will be (US$1728.00/12) US$144.00 per semester. If the student is in attendance for 9 semesters over three years to complete a single major the payment per student will be (US$1050.00/9) US$116.66 per semester.

4) The total amount paid to Troy State University will be the greater of either the above amount times the number of students in attendance or the minimum guarantee as per the Agreement between both parties.

5) In addition to the above each student will pay a one time TSU registration fee of US$45.00 that shall be paid to TSU the first semester of enrollment at IP.

6) Upon the payment of the above to TSU each student as well as IP lecturers will be granted TSU library Internet access.

7) Any increases and/or adjustments to the above figures will be done in accordance to the Agreement(s) signed between the two parties.

8) Payments for other site in Malaysia and China besides the Ayer Keroh site will be done in a similar fashion to the above based on the per credit charge for the specific location.

9) All terms and conditions of the Agreements between the two parties will be adhered to.

10) This payment procedures may only changed by the mutual agreement of both parties and must be agreed to in writing.

INSTITUT PUTRA

Dr. Tan Chong Chong
President
Institut Putra

Mr. Tang Chai Yoong
Chief Executive Director
Institut Putra

Dated this 7th August, 2001

TROY STATE UNIVERSITY

Dr. Rodney Cox
Vice President University College
Troy State University

Witness

Dated this 7th August, 2001
Appendix 3

CHINA AGREEMENT

AGREEMENT BETWEEN

INSTITUT PUTRA AND TROY STATE UNIVERSITY

August 7, 2001

A Memorandum of Agreement (hereinafter referred to as the “Memorandum”) is made this 7th day of August, 2001 between Institut Putra Sdn Bhd. (formerly known as Amalan Daya Sdn. Bhd.) as well as any and all associated companies/groups/individual(s) related to Institut Putra Sdn. Bhd. (hereinafter referred to as “IP”) Lot 1838, Mukim Kiti, Ayer Keroh, 75450 Malacca, Malaysia and Troy State University (hereafter referred to as “TSU”), Adams Administration Building, Troy, Alabama 36082, a public university in the State of Alabama, USA.

In consideration of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

This agreement (Appendix 3) is an addition to the Associate, Bachelor, and Master Degree Program Agreement Between Institut Putra and Troy State University, dated June 21, 2001. Unless specifically excluded in this Agreement (Appendix 3) all the conditions and terms of the Associate, Bachelor, and Master Degree Program Agreement are equally applicable to this Agreement (Appendix 3).

IP and TSU agree to establish Associates, Bachelors, and Master’s Degree Programs at various sites in China and other mutually agreed upon locations.

1) The tuition rate will be set by mutual agreement between both parties and will be mutually reviewed on an annual basis subject to TSU, IP, and the Ministry of Education China’s approval, if necessary.

2) For the undergraduate programs in China, IP will pay directly to TSU a per-student per credit tuition fee. The undergraduate per-credit fee for the period December 1st 2001 to November 30th 2004 will be US$45.00 per credit. This figure may be adjusted upwards annually, by TSU, based on the increase of tuition charges at TSU, not to exceed a maximum of 25% of the $45.00 per credit charge after the period of three years from the start date of the program, or based upon the exchange value of the local currency as well as inflationary factors. Excluding increases based on TSU main campus tuition charges, any changes will be mutually agreed upon. The tuition rate for the Master’s Degree programs will be set by mutual agreement between both parties and will be mutually reviewed on an annual basis subject to TSU and IP approval. The income split and costs for the Master’s Degree programs in China will be negotiated separately.

3) Upon the signing of this Agreement, IP agrees to pay TSU a minimum payment of US$75,000.00 (China US$25,000.00 + Malaysia US$50,000.00) for the Undergraduate programs. Payment will be made to TSU no later than September 20, 2001. Effective January 1, 2002, IP guarantees TSU an annual guaranteed payment of US$360,000.00 (China US$210,000.00 + Malaysia US$150,000.00) for the Undergraduate programs. This payment has no relationship to any Graduate program(s). This guaranteed payment will be divided into three payments payable at the start of each semester, except for the first payment which shall be due no later than March 31st, 2002. Each guaranteed semester payment will be for US$120,000.00 (China US$70,000.00 + Malaysia US$50,000.00). This payment replaces all other previous scheduled payments between the two parties. TSU will receive the greater of the guaranteed minimum payment or the fees due TSU from tuition payments at any and/or all the IP campuses. It is understood, by both parties, that the guaranteed payments to TSU will be deducted from the fees due to TSU from any and/or all IP campus undergraduate programs. These fees do not include student fees associated with travel, lodging and meals to the main campus in Troy, Alabama. These fees do not include the one time $45 per new student application fee.

4) Upon the opening of the first China campus, at Shenzhen or another China location, (estimated date Spring 2003) and no later than April 1st, 2003 IP agrees to pay TSU a minimum annual guarantee of US$510,000.00 (China US$360,000.00 and Malaysia US$150,000.00). This replaces the above payment (Clause 3 and all other previous scheduled payments). The guarantee will be on a semester basis of US$170,000.00 (China US$120,000.00 + Malaysia US$50,000.00) per semester for three semesters annually or US$45 per credit per student fee whichever
is the greater, for the Associate and/or Bachelor Degree programs launched by IP in China. The first payment of US$170,000.00 will be immediately due and payable on the start of the first semester of operation in China or April 1st, 2003 whichever occurs first. Other payments will be due and payable on the beginning date of each semester thereafter. This figure may be adjusted upwards annually based on the exchange rate as well as inflationary factors. Any other payment changes will be mutually agreed upon.

5) In the event that IP does not establish a site in Beijing, Shanghai, Qingdao, Changsha or another China site by January 1, 2004, TSU reserves the right to enter into partnerships with other colleges or partners in China.

6) Effective the date of the signing of this agreement IP and TSU will establish a mutually exclusive arrangement for the programs listed in the June 21, 2001 and any other Agreements between IP and TSU, whereby IP agrees to give first right of refusal to TSU for any American undergraduate programs (Associate and Bachelor Degrees) and Master’s Degree Programs established in China and other IP sites. TSU agrees to give first right of refusal to IP and all IP sites before establishing any American undergraduate and/or graduate programs (Associates, Bachelor's, and Master’s Degrees) with other Colleges and Universities in Mainland China, (whether part-time or otherwise), excluding an agreement with Zhejiang Modern Art College, Taizhou, China and existing Agreements in Hong Kong and Taiwan. It is agreed to by both parties that the conditions and terms relating to any agreements signed by IP with Zhejiang Modern Art College, Hong Kong, and Taiwan will be respected and honored. Any programs that have not previously been established under a first right of refusal clause under a previous agreement will henceforth fall under this clause.

7) TSU guarantees that it will not establish competing programs and/or sites that are within the same geographical area where IP is operating or is in the process of planning to operate an educational institution in Mainland China. Included in this condition is TSU’s guarantee that it will not establish a site or program that offers the Associate or Bachelor’s degree(s) in Hong Kong or Taiwan and the Associate, Bachelor’s, and Master’s degree(s) in Singapore.

8) TSU understands that IP intends to offer degree programs from one other American university. If IP offers degree programs from another American university similar to those offered by TSU at IP sites, IP guarantees that TSU programs will not be adversely affected and all terms and conditions of this Agreement and other Agreements between TSU and IP will continue to be honored and remain in full force and effect.

9) A copy of any and all documents submitted by IP to Ministries or government authorities, using the TSU name, programs, faculty names, seal or credentials must be provided to TSU along with an English translation of the document within 30 days of submission.

10) Unless there is cause for termination or there is mutual agreement, this Agreement shall be continuous and remain in full force and effect.

11) ENTIRE AGREEMENT: This Agreement constitutes the entire, final, complete, and exclusive agreement between the parties and supersedes and replaces all previous agreements or representations, oral or written, relating to this Agreement except those cited in the June 21, 2001 and July 15, 2001 agreements. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement, understand all terms and conditions, and agree to be bound thereby.

INSTITUT PUTRA

Mr. Dung Chai Yoong
Chief Executive Director
Institut Putra

Mr. Rickie Wong
Executive Director
Institut Putra

Dated this 7th day of August, 2001

TROY STATE UNIVERSITY

Dr. Rodney Cox
Vice President, University College
Troy State University

Witness: Jeanell Sikes

ESI178
December 7, 2001

President T.C. Yoong  
Chief Executive Director  
Institut Putra Sdn. Bhd.  
No. 159, Jalan Maharajalela  
50150 Kuala Lumpur  
Malaysia

Dear President Yoong,

Please be advised that this letter is to give notice to Institut Putra that Troy State University will be establishing an Associate Degree program and extending the MBA/EMBA program in Hong Kong, with our Taiwanese Partner Mr. Stephen Sim. This action is covered under clause six of the China Agreement date August 7, 2001. We would like to advise you of the following intentions by Troy State University.

1. Our contract in Hong Kong will be limited to the credits required for the Associate Degree and the Master’s Degree.

2. Troy State University will charge a fee(s) for any Associate Degree offered and the fees charged by TSU will be at the same or higher rate than the charge paid to TSU by Institut Putra for programs planned for China.

3. Students who complete the Associate Degree will be referred to attend TSU-Troy and TSU-IP for the final two years if they wish to complete a TSU degree.

4. The Hong Kong Agreement will not be expanded beyond the Associate Degree to the Bachelor Degree.

5. TSU-IP will be allowed to recruit students, who have completed their Associate Degree, by visiting and meeting students at the TSU-Hong Kong site. TSU-IP will be provided a list of student names, addresses, telephone numbers, and e-mail addresses for recruitment purposes. In addition, access to students on campus will be provided to TSU-IP.

I trust that the above notice is satisfactory and request that you sign at the bottom of this letter to indicate that you approve, accept, and acknowledge the above notice.

I look forward to further activities that will be mutually beneficial.

Sincerely,

Dr. Susan C. Aldridge  
Vice President, University College

THE TROY STATE UNIVERSITY SYSTEM  
Troy • Dothan • Montgomery • Worldwide
The following signature certifies that Institut Putra Sdn. Bhd. approves, accepts, and acknowledges the actions stated above by Troy State University.

[Signature]

President T.C. Yoong
Chief Executive Director, Institut Putra Sdn. Bhd.
KEY TROY STATE UNIVERSITY (TSU) REGULATIONS AND PROCEDURES

Re: INSTITUT PUTRA (IP) AND/OR TSU-IP (IP-TSU)

Dec. 10, 2001

(The following regulations and procedures are not meant to interfere with the rights of Institut Putra in those programs and activities that Institut Putra conducts that are not related to TSU.)

1. TSU accreditation standards as well as all TSU requirements and regulations must always be continuously met. This means that all the regulations, rules, and procedures listed in the TSU Bulletins and other official TSU documents are applicable to TSU-IP (IP-TSU and/or IP) and must be followed. All Administrative staff and heads should be very familiar with the TSU Undergraduate and Graduate Bulletins.

2. Troy State University is an American English Speaking University. When TSU and/or TSU-IP's (IP-TSU) name, emblem, and/or crest is used for correspondence, documents, or other communication, it is expected that the language of communication used will be American English. In the event that another language is required, an English translation of the document, correspondence or other communication must be kept on file and made available to TSU personnel during the accreditation, academic and annual TSU audits.

3. Any advertisement/promotional materials that carry Troy State University's name, seal, and logo has to be approved by TSU prior to publication and/or release to the public. These materials must be submitted to ESI and/or AUS to see whether approval can be given locally or whether it requires authorization directly from TSU.

4. All publications and advertisements using TSU's and/or TSU-IP's (IP-TSU) name must be retained on file at TSU-IP (IP-TSU) for inspection by the academic and annual audit teams as well as by the Accreditation team.

5. All records, correspondence, and all related documentation as well as access to classrooms, faculty, staff, students, and any other requested items must be made available for accreditation, academic and annual audits.

6. A copy of any and all documents submitted by TSU-IP (IP-TSU and/or IP) to Ministries or Government Authorities using the TSU name, programs, faculty names, seal or credentials must be provided to TSU along with an English translation of the document within 30 days of the submission.

7. Students must meet TSU entrance requirements, fill out a TSU application form, and pay directly to TSU a one-time registration fee of US$145.00.

8. TSU will notify TSU-IP (IP-TSU) within three weeks after submission of an application form if the student has been accepted or rejected by TSU.

9. TSU retains full and complete authority on the admission of any and all students into any and all TSU programs. ESI/AUS or their designate are the only individuals that may conditionally approve student admissions to TSU and TSU-IP (IP-TSU) programs.

10. TSU-IP (IP-TSU and/or IP) will enroll and accept transfer students from all other Educational Institutions that are approved and recommended by TSU.

11. Troy State University will set all Associate, Bachelor, and Master Degree entrance requirements and conditions.

12. TSU-IP (IP-TSU and/or IP) must be responsible to TSU for all Academic matters. All academic matters relating to TSU-IP (IP-TSU and/or IP) must be reported to and approved by, ESI/AUS. All personnel involved in Academics must be accountable to and must report directly to ESI/AUS and/or Dr. Harbert and/or designate. This shall include all Administrative Personnel, Instructional Staff, Directors, Coordinators, Lecturers, Secretaries, and any and all personnel involved in Academic matters.

13. All faculty teaching TSU courses must be appointed as adjunct professors for TSU thereby meeting TSU teaching and accreditation standards. In order to be appointed an adjunct professor the faculty member must have a minimum of 18 graduate credit hours in the area they are teaching and must hold at minimum a Master's degree.

14. Lecturers will be responsible for the grading of all student assignments and exams. They shall have final authority on the final grade assigned to students.

15. In order for an IP site to be approved there must be two visits and TSU retains final authority for the approval of the site.

16. All syllabi used in the TSU degree programs for transfer credit must be approved by TSU, in advance.

17. Educational Services International (ESI) is the Academic Coordinator and Representative(s) as well as the local representative(s) for Troy State University. ESI, as TSU's Representative(s), will monitor program activities and be responsible for negotiations, correspondence, advertising, and
other activities between IP and TSU. All correspondence and issues relating to any and all TSU-IP Agreements and or Proposed Agreements throughout Asia shall be copied to the TSU - Representative(s). Educational Services International reports directly to the Director of the Western Region or the President of University College Designs.

18. Educational Services International (ESI) and American University Services (AUS) are the authorized representatives for TSU and are approved by TSU to negotiate agreements and recruit students for Troy State University throughout Malaysia, China, and other Asian countries. ESI/AUS are authorized by TSU to appoint other agents and representatives to work on behalf of ESI/AUS. ESI/AUS must notify TSU who have been appointed as agents/representatives for the appointments to be approved by TSU. Representatives and Agents report directly to and are accountable to Dr. Thomas Halbert and ESI/AUS to ensure that Troy State University is accurately represented. If anyone, not approved and appointed by ESI/AUS and/or not directly accountable to Dr. Halbert uses the symbol or name of TSU and/or TSU-IP (IP-TSU), or makes statements that indicate TSU support or interest, or acts as a representative of TSU and/or TSU campuses, they are guilty of misrepresentation and Dr. Halbert or designee will directly contact all parties and advise them that TSU will not consider any actions, agreements, conditions, terms, or similar items that have been discussed or considered unless they follow proper protocol. All negotiations, arrangements, agreements, and similar items must be done under the direction and approval of ESI/AUS and/or through the agents/representatives appointed by ESI/AUS for this purpose.

19. Institut Putra is approved to use the name "Institut Putra - Troy State University" (IP-TSU) and/or "Troy State University - Institut Putra" (TSU-IP), including the use of the Troy State University Emblem. This authorization covers usage for stationary, advertisement, brochures, promotional items, and any other similar items. Any other use of the name or emblem as well as other item and/or issues that involve TSU or TSU's name must be submitted to ESI and/or AUS to see whether approval can be given locally or whether it requires authorization directly from TSU.

20. TSU - Representative(s) will conduct a general academic audit on each site and each degree on a semester or semi-annual basis and academic specialists from TSU will audit once a year.

21. TSU-IP (IP-TSU and/or IP) will provide to TSU upon a written request from TSU a realistic projection of student enrollment and marketing plans for each program and site before implementation and finalization of an agreement.

22. Each and every degree program must enroll a reasonable number of students.

23. TSU will accept the institutional TOEFL if the testing is done by TSU-IP (IP-TSU). Undergraduate students must achieve a TOEFL score of 500 (173 computer based). Graduate Admission will require a TOEFL score of 525 (193 computer based).

24. All students enrolled in TSU-IP (IP-TSU) programs will be required to complete a comprehensive examination established and controlled by TSU.

25. Tuition fees will be mutually agreed upon by TSU and TSU-IP (IP-TSU) and will be reviewed on an annual basis.

26. TSU-IP (IP-TSU and/or IP) gives "First Right of Refusal" to TSU for any American 4+0 undergraduate programs (Bachelor Degrees) and Master Degree Programs TSU-IP (IP-TSU and/or IP) establishes in Malaysia and other IP sites. TSU gives first right of refusal to TSU-IP (IP-TSU) and all IP sites before establishing any American undergraduate and/or graduate programs (Bachelor and Master Degrees) with other private Colleges and Universities in Malaysia (whether part-time or otherwise), excluding any previous agreements entered into by TSU. Conditions and terms relating to any previous agreements signed by TSU with other Colleges will be respected and honored.

27. Both parties have an exclusive "First Right of Refusal Agreement" pertaining to the offering of undergraduate and graduate programs in China. Excluded from this are Zhejiang Modern Art College and Agreements in Taiwan and Hong Kong. The conditions and terms relating to any Agreements signed by TSU with Zhejiang Modern Art College, Hong Kong, and Taiwan will be respected and honored.

28. TSU will not establish competing programs in the same geographical area where IP is operating or is in the process of planning to operate an educational institution in Mainland China. This condition is to include the Associate and Bachelor Degree in Hong Kong and Taiwan and the Associate, Bachelor, and Master Degrees in Singapore.

29. IP can work with one other American University in China providing it does not adversely effect the Agreement between IP and TSU.

Dr. Susan C. Aldridge, Vice President University College
MEMORANDUM OF UNDERSTANDING
BETWEEN
INSTITUT PUTRA LIBRARY
AND
TROY STATE UNIVERSITY

I. STATEMENT OF PURPOSE:

This Memorandum of Understanding (MOU) details the extent to which the INSTITUT PUTRA Library (IP LIBRARY) and Troy State University (TSU) agree to the terms by which TSU faculty and students enrolled in TSU programs at the following address:
Lot 1838 Mukim Bukit Katil, Ayer Keroh, 75450 Melaka, Malaysia may utilize the resources and services of IP LIBRARY in accordance with access and services policies in force for IP students.

II. STATEMENT OF CONFIDENTIALITY:

TSU requests that IP LIBRARY holds all patron records in confidence, following IP LIBRARY guidelines, except insofar as such records must be divulged to TSU, or their agent. Further, IP LIBRARY is requested to consult TSU prior to taking any external action involving release of patron records.

III. IP LIBRARY SERVICES INCLUDE:

A. Borrowing privileges for general collection circulating materials in accordance with IP LIBRARY policies governing borrowing by students and external users;
B. Access, according to established policies governing in-library use of reference, non-print materials, serials, microforms, and databases accessible to the students and public;
C. Access to the online public access catalog in the library, and remotely, via the WWW, if any at IP LIBRARY;
D. Reference services in accordance with policies governing reference assistance to the students and the general public;
E. Access to online and CD-ROM and bibliographic databases available to the students and the general public for in-library use; and
F. Use of public terminals for Internet access, etc. under the guidelines established for use by the students and external users.

IV. PROCEDURES FOR OBTAINING BORROWING PRIVILEGES:

A. TSU students and faculty from the TSU will be granted borrowing privileges at IP LIBRARY.
B. TSU students enrolled in TSU program, and faculty, must apply in person and provide identification.
C. Borrowing privileges will be granted under the terms of IP LIBRARY’s borrowing guidelines.
V. LIABILITY:

TSU will not be liable of any outstanding library obligations. The individual borrowers will bear all liability according to the terms of IP LIBRARY.

VI. This Memorandum of Understanding is effective upon signature of the representatives designated below and shall continue until termination. Termination may be effected by either party upon 120 days written notice.

Dr. Tan Chong Chong
Principal

Dr. Thomas D. Halbert
South East Asia Regional Director
Troy State University

30 Sept 2022
Date
TO WHOM IT MAY CONCERN

Institut Putra (IP) agrees to provide, administer, and maintain a computer lab for use by students of Troy State University (TSU) in the TSU program. This computer lab is located at the following address:

Lot 1838 Mukim Bukit Katil, Ayer Keroh, 75450 Melaka, Malaysia.

IP agrees to provide sufficient computers and printers to meet the needs of the students in the TSU program. IP will provide computers for dedicated Internet use, which are available to the students in the TSU program.

This agreement is entered into on the 30th day of September 2002, and this agreement is continuous until terminated by mutual agreement.

Institut Putra

Dr. Tan Chong Chong
Principal

Troy State University

Dr. Thomas D. Halbert
South East Asia Regional Director
Appendix 2

Master Degree Program

Agreement Between
Institut Putra and Troy University

2 March 2006
(This agreement supersedes any previously recorded agreement on this subject)

This agreement is made and entered into the 2nd day of March 2006 by and between Troy University (henceforth TROY), Adams Administration Building, Troy, Alabama 36082, a public university in the State of Alabama, and INSTITUT PUTRA (henceforth IP), Lot 1838, Mukim Katil, Ayer Keroh. 75450 Malacca, Malaysia, a private college in Malaysia.

In consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

This agreement (Appendix 2) is an addition to the Associate, Bachelor, and Master Degree Program Agreement between Institut Putra and Troy University, dated June 21, 2001 and supersedes the 21 June Appendix 2 previously submitted. Unless specifically excluded in this Agreement (Appendix 2) all the conditions and terms of the Associate, Bachelor, and Master Degree Program Agreement are equally applicable to this Appendix.

TROY and IP agree to establish Executive Master of Business Administration Degree Programs (EMBA) and/or Master of Business Administration (MBA) and other agreed upon Master of Science Degree programs to be offered at IP, Kuala Lumpur, and/or other Malaysian sites.

1) The tuition rate will be set by mutual agreement between both parties and will be mutually reviewed on an annual basis subject to TROY, IP and the Ministry of Education Malaysia’s approval, if necessary.

2) The tuition fee does not include textbooks. Textbooks, printed materials and similar expenses will be the responsibility of the student and must be paid and treated separately.

3) Each cohort group will be capped at 50 students.

4) IP plans a minimum of two intakes per year. If it appears the number of students for an intake will not reach fifteen, both parties may mutually agree to cancel the intake. The decision to cancel must be made one month in advance of starting classes for the intake of students.

5) All Master Degree programs will follow the requirements and conditions listed in the 2005 or later (when appropriate) Troy University Graduate Catalog.

6) The EMBA will be a thirteen-course program. It may be completed within approximately 12 months for full time and 18 months for part time students. This provision notwithstanding, students are allowed to complete their courses within 8 (eight) years,


while understanding that TROY will only deliver the annual number of faculty members required by the schedule and no more that seven (7) for the MBA and (7) for the EMBA.

7) IP will appoint a Master’s Degree coordinator to work directly with the IP portion of the program and will provide information to TROY, when needed.

8) TROY will teach seven courses of the EMBA with experienced faculty members from Troy University and seven courses in the twelve-course MBA. TROY will be responsible for the salaries, travel, and living expenses of the TROY lecturers participating in the Master Degree Programs. IP will be responsible for the TROY adjunct faculty members local to their community and for salary and travel to the sites, if any. IP will teach five courses, which will be predetermined prior to the start of each cohort group based upon approval from Troy and the availability of Troy certified faculty in Malaysia. IP shall also acquire faculty, who are certified by Troy to teach the designated courses, for the foundation courses in the MBA Program. All faculty members must be certified to teach the courses by Troy academic officials, consistent with both University policies and the SACS accreditation guidelines.

9) IP will be responsible for providing faculty to teach the Survey course and five other courses (total 6 courses) for the EMBA and will teach five predetermined courses out of 12 courses in the MBA program. The IP faculty members must be certified as adjunct faculty by TROY with prior consultation with IP and must meet TROY accreditation standards.

10) In the event that IP is unable to provide the faculty that meet TROY accreditation standards, TROY will immediately provide within four (4) weeks such faculty and IP shall pay TROY for all additional costs travel (economy), reasonable living and salary incurred by TROY if Troy University is required to supply these faculty members provided that the same shall have first been mutually agreed to by TROY and IP.

11) To teach graduate courses for TROY, the adjunct professors must have doctorate degrees and a minimum of eighteen (18) graduate credit hours or its equivalent in the subject area they are to teach. The doctorate degree does not necessarily have to be in business. If TROY rejects a recommended IP faculty with these qualifications, TROY will show reasonable written cause for the rejection.

12) IP will be responsible for all facilities, equipment, promotion, administration, and all other costs deemed necessary by IP for the running of the EMBA and MBA.

13) Undergraduate course deficiencies will be taught and fully administered by IP faculty.

14) Changes in curriculum or admission standards will only apply to the incoming group/cohort upon expiry of four (4) months after date of submission to IP (of the written notification stating the proposed changes) and not the outgoing and continuing group of cohort students, unless specifically required by LAN, the Ministry of Education, SACS or the US accreditation agencies, in which both parties shall resolve matters consistent with the best interest of the students.
15) IP will pay Troy University an absolute guaranteed of USD $ 75,000 for the first cohort group (defined as the enrollment for the first principle EMBA class offered) and an absolute guarantee of USD $ 75,000 for the first MBA class (defined as the enrollment for the first principle MBA class). These payments will be payable in increments of a third, with the first payment due prior to the beginning of the program (s) or the faculty flying to teach the subjects. The second one-third (one-third of USD $75,000) payment shall be due and payable prior to starting the fifth subject or course in either the MBA or EMBA program, excluding the foundation courses, and the final one-third payment must be paid by IP to TROY prior to the ninth course or subject begins. No administrative records will be recorded at Troy absent the first payment for either program and it is understood that Troy reserves the right to use any reasonable means necessary should it become desirable for Troy University to teach out this site.

16) Books and an USD $50.00 application fee per student for all programs will be an additional cost over and above the USD $75,000 absolute guarantee and will be paid to Troy at the time the installments payments are due. IP shall only remit payments by wire bank transfer to a TROY designated bank in the US. Payments will not be paid to any individuals or organizations except the Troy University, Troy, Alabama designated accounts. Employees, agents or representatives of Troy may not, under any circumstances accept remuneration or payments from IP.

17) All courses taught will be Troy University courses, consistent with the 2005 Catalog and any additional publications of the respective college or school. All admission, transfer and graduation requirements included within the bulletin will be considered a part of this agreement.

18) Parties agree that students’ welfare and interest shall be of paramount consideration and that in the event or any conflict or dispute between parties the students’ interest shall not in any way be jeopardized. Among others, in respect of students who had commenced their courses and/or any of the programs at the campus, students should be allowed to complete their courses and programs as scheduled irrespective of any conflicts between the Parties. Parties shall at all times cooperate to resolve student issues amicably and safeguard the students’ interest.

19) This contract will continue for the full cohort group to complete their course of study for either the MBA or EMBA and continuation will be assessed at its conclusion to determine whether Troy University and IP will continue with an additional cohort. If it is agreed that the contract may be extended by mutual consent, then the extension will be for a period and terms mutually agreed upon by TROY and IP. Any continuation or discontinuation of the agreement shall be made in writing by notifying the other party six (6) months before the expiry of a given term.

ENTIRE AGREEMENT: This Appendix constitutes the entire, final, complete, and exclusive agreement between the parties regarding the graduate programs conducted in Malaysia and supersedes all previous agreements or representations, oral or written, relating to this Appendix. This Appendix may not be modified or amended except in writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Appendix, understand all terms and conditions, and agree to be bound thereby.
Institut Putra

Mr. T. C. Yoong  
President

Date

Troy University

Jack Hawkins, Jr., Ph.D.  
Chancellor

Date
MEMORANDUM PERSEFAHAMAN BAGI KEMUDAHAN MEMPEROLEH PENERBITAN DI PERINGKAT KEBANGSAAN

PENDAHULUAN

Pihak-pihak kepada Memorandum Persefahaman ini, yang kemudian daripada ini dirujuk sebagai Memorandum, memahami akan kepentingan menggalakkan dan memudahkan kerjasama dan perkongsian bahan-bahan perpustakaan di kalangan perpustakaan di peringkat negara dan antarabangsa dan memahami akan keperluan untuk memudahkan akses kepada penerbitan yang terdapat di dalam dan luar negara kepada seluruh negara telah bersetuju seperti berikut:

Perkara 1

TUJUAN

Tujuan Memorandum ialah untuk menggalak Kemudahan Memperoleh Penerbitan di Peringkat Kebangsaan dan Sejagat; memudahkan akses kepada penerbitan di seluruh negara dan menyediakan rangka untuk mencapai tujuan-tujuan ini.

Perkara 2

DEFINISI

Bagi maksud Memorandum ini:

“Penerbitan” ertiinya ilmu pengetahuan yang terakam bagi kegunaan orang ramai. Ianya merangkumi apa jua bentuk bahan bercetak, grafik, audio, elektronik atau media lain, dikeluarkan bagi kegunaan awam di mana maklumat ditulis, dirakam, disimpan, dipamerkan atau diterbitkan seperti buku, jurnal, suratkhabar, laporan, risalah, filem, pita audio dan video;

“Ketua Pengarah” ertiinya Ketua Pengarah Perpustakaan Negara;

“Perpustakaan Negara” ertiinya Perpustakaan Negara yang ditubuhkan di bawah Akta Perpustakaan Negara 1972;
“perpustakaan pemohon” ertianya perpustakaan atau agensi yang menjadi pihak kepada Memorandum ini dan yang memohon bantuan daripada perpustakaan pembekal untuk mendapatkan perkhidmatan maklumat, perujukan, reprografi dan pinjaman;

“perpustakaan pembekal” ertianya perpustakaan atau agensi yang menjadi pihak kepada memorandum ini dan menerima permohonan perkhidmatan maklumat, perujukan, reprografi, dan pinjaman.

Perkara 3

KERJASAMA DAN BANTUAN

Bagi menggalak dan memudahkan kerjasama dan perkongsian bahan-bahan perpustakaan di kalangan perpustakaan di peringkat negara dan antarabangsa, pihak-pihak kepada Memorandum ini dengan ini bersetuju membantu perpustakaan-perpustakaan pemohon dengan membekalkan penerbitan daripada koleksi mereka apabila dipohon, sama ada –

(a) menyediakan penerbitan dalam bentuk asal secara jualan, hadiah atau pertukaran; atau

(b) meminjam penerbitan bagi tempoh dan atas syarat-syarat yang telah ditetapkan;

(c) menyediakan salinan penerbitan dengan cara fotografi, mikrografi atau proses-proses lain tertakluk kepada peruntukan undang-undang berkaitan dengan Hakcipta, secara percuma atau atas kadar yang telah dipersetujui.

Perkara 4

TANGGUNGJAWAB

Perpustakaan pemohon hendaklah mempunyai tanggungjawab yang berikut –

(a) memastikan penjagaan dan penggunaan yang sempurna bagi penerbitan yang dipinjaman di bawah peruntukan perkara 3(b);

(b) menggantikan penerbitan yang hilang atau rosak semasa dalam pinjaman kepada perpustakaan pembekal;
(c) mematuhi syarat-syarat yang ditetapkan bagi bahan-bahan yang dipinjamkan oleh perpustakaan pembekal;

(d) menggantikan kepada perpustakaan pembekal bagi salinan-salinan penerbitan dan bagi perbelanjaan pos atau bayaran-bayaran lain seperti yang telah dipersetujui; dan

(e) memastikan bahawa salinan-salinan penerbitan tidak dijual semula bagi tujuan mengambil keuntungan.

Perkara 5

BAHAN-BAHAN TERKELAS

Memorandum ini tidak meliputi penerbitan-penerbitan yang terkelas sebagai Rahsia, Sulit atau Terhad.

Perkara 6

PERPUSTAKAAN—PERPUSTAKAAN ATAU AGENSI-AGENSI YANG TIDAK MENYERTAI

Perpustakaan atau agensi yang tidak memihak kepada Memorandum ini boleh meminta bantuan dan kerjasama daripada perpustakaan pembekal mengikut syarat-syarat Memorandum ini sekiranya permohonan dibuat –

(a) melalui Ketua Pengarah, dan Perpustakaan Negara akan menjadi perpustakaan pemohon bagi tujuan Memorandum ini; atau

(b) terus kepada perpustakaan pembekal yang akan menjawab permohonan tersebut mengikut budibicaranya.

Perkara 7

PINDAAN-PINDAAN

Ketua Pengarah dari masa kesemasa akan mengesyorkan pindaan-pindaan kepada Memorandum ini dengan memberi notis kepada pihak-pihak berkenaan dan sekiranya pindaan-pindaan diterima oleh dua pertiga daripada pihak-pihak kepada Memorandum ini, pindaan-pindaan tersebut akan menjadi sebahagian daripada syarat-syarat Memorandum ini.
Perkara 8

TIMBANGTARA

Semua perbezaan, perbezaan dan scalan-soalan yang mungkin timbul pada bila-bila masa di antara pihak-pihak berkenaan yang menyentuh atau timbul daripada atau berkaitan dengan Memorandum ini hendaklah dirujuk kepada Ketua Pengarah yang mana keputusannya adalah muktamad dan mengikat.

Perkara 9

MUNKKIR MEMORANDUM

Sekiranya berlaku mungkir Memorandum ini oleh pihak yang berkenaan, Ketua Pengarah boleh, atas budibicara beliau, menamatkan Memorandum dengan pihak berkenaan dan memaklumkan penamatan tersebut kepada pihak-pihak lain dalam Memorandum ini.

Perkara 10

PENARIKAN

Pihak kepada Memorandum ini boleh menarik diri daripada Memorandum ini dengan memberi notis satu bulan kepada Ketua Pengarah dan Ketua Pengarah dengan itu akan memaklumkan penarikan tersebut kepada pihak-pihak lain dalam Memorandum ini.

Perkara 11

PERUNTUKAN-PERUNTUKAN AM

Memorandum ini akan mengikat semua pihak berkenaan di kalangan mereka dan seperti mereka dengan Perpustakaan Negara.

Ketua Pengarah akan memaklumkan kepada pihak-pihak berkenaan yang telah menandatangkan Memorandum ini.
PADAMENYAKSIKANHALDIATASYang bertanda tangan di bawah ini, setelah diberikuasa dengan sempurna, telah menandatangan Memorandum ini pada tarikh-tarikh seperti di sebelah nama-nama mereka.

Ketua Pengarah
Perpustakaan Negara Malaysia

ZAWIYAH BINTI BABA
Ketua Pengarah
Perpustakaan Negara Malaysia

Tarikh: 10 APR 2002

Ketua Eksekutif Institusi/Agensi

Tarikh: 29/3/02

Dr. Tan Chong Chong
President
Institut Putra Sdn Bhd (476793-D)
Lot 1838, Mukim Bukit Katil,
Ayer Keroh, 75450 Melaka.
Tel: 06-2316826 Fax: 06-2317537
MEMORANDUM OF UNDERSTANDING
FOR OBTAINING PUBLICATION FACILITIES AT NATIONAL LEVEL

INTRODUCTION

Parties referred to in this Memorandum of Understanding, which thereafter be referred to as the Memorandum, understand the importance of encouraging and facilitating cooperation and sharing of library materials among libraries at national and international levels, and understand the needs to facilitate access to local and foreign publications to countries involved as follows:

Subject 1

PURPOSE

The purpose of this Memorandum is to encourage the obtaining of publication facilities at National and International levels; to facilitate access to publications throughout the country and to prepare an outline to achieve these purposes.

Subject 2

DEFINITION

The meaning of this Memorandum:

“Publication” refers to recorded knowledge for everybody’s usage. It comprises materials in the form of printing, graphic, audio, electronic or other media, and is produced for members of the public, where information is written, recorded, kept, exhibited, or published as books, journals, newspapers, reports, leaflets, films, audio tapes and videos;

“Chief Director” refers to the Chief Director of the National Library;

“National Library” refers to the National Library, established under the National Library Act 1972;

“Applicant Library” refers to library or agency of this Memorandum party, which seeks the assistance from the supplying library to obtain services on information, reference, reprography and loans;

“Supplying Library” refers to library or agency of this Memorandum party, which receives application on services for information, reference, reprography and loans.
Subject 3

COOPERATION AND ASSISTANCE

In order to encourage and facilitate cooperation and sharing of library materials among libraries at national and international levels, parties of this Memorandum, hereby agree in assisting applicant libraries by offering their publication collections when required, either by:

a. preparation of original publication/s through sale, gift or exchange; or
b. loan of publication/s for a stipulated timeframe, and in accordance with terms and conditions;
c. making copies of publication/s through photography, micrography or other processes, in accordance with the relevant law on Copyright, either as complimentary or chargeable at agreeable rates.

Subject 4

RESPONSIBILITY

The applicant library needs to fulfill obligations as stated below:

a. to ensure care and proper usage of the loaned publication/s, under the 3(b) provision;
b. to replace the lost or damaged publication/s, during the loan period;
c. to obey terms and conditions set by the supplying library for the loan of materials;
d. to reimburse the supplying library with postal, and other charges due for copies of publications made, as agreed; and
e. to ensure that copies of publications made will not be on sale with the intention of obtaining profit.

Subject 5

CLASSIFIED MATERIALS

This Memorandum does not include publications classified as Secret, Confidential or Limited.

Subject 6

OTHER NON-PARTICIPATING LIBRARIES OR AGENCIES

Other non-participating libraries or agencies in this Memorandum are able to seek for assistance and cooperation from the supplying library, in accordance with terms and conditions of this Memorandum, if application is made:

a. through the Chief Director, and the National Library to become as the applicant library for the purpose of this Memorandum; or
b. directly to the supplying library, which will then reply to the application, using its own discretion.
Subject 7

ALTERATIONS

The Chief Director, from time to time, will suggest alterations to this Memorandum by notifying the relevant parties involved, and if these alterations are accepted by two-thirds this Memorandum's parties, they will then become part of the terms and conditions of this Memorandum.

Subject 8

JUDGEMENT

All arguments, differences and questions, which may possibly arise at anytime between relevant parties on matters concerning this Memorandum, need to be referred to the Chief Director, where decision made will be final and binding.

Subject 9

INCOMPLIANCE OF MEMORANDUM

In the event of incompliance of this Memorandum by the party involved, the Chief Director, using his/her own discretion, can terminate this Memorandum with the relevant party and notify other parties of this Memorandum.

Subject 10

WITHDRAWAL

Withdrawal from parties of this Memorandum is allowed, with one month's notice given to the Chief Director in order for him/her to be able to inform relevant parties of this Memorandum regarding the withdrawal.

Subject 11

GENERAL

This Memorandum serves to bind all relevant parties among themselves, same as them with the National Library.

The Chief Director will inform the relevant parties which have signed this Memorandum, on this agreement.
FOR THE WITNESSING and signing of this Memorandum on dates listed.

Chief Director
National Library of Malaysia

Date: 10 April 2002

(Signed by Zawiyah Binti Baba, Director, National Library Malaysia)

Chief Executive of Institution/Agency

Date: 23 March 2002

(Signed by Dr. Tan Chong Chong, Institut Putra)
Sample of PDS request form

20 October 2000
PUBLICATIONS DELIVERY SYSTEM (PDS)

Introduction

Publications Delivery System (PDS) was launched on the 2 June 1988 and is an extension of the Inter-Library Lending Service. This system enables a library user to request for loans of publications from any of the participating institutions for use within their own library/institutional premises. Perpustakaan Negara Malaysia serves as the Coordinating Centre for Publications Delivery System.

Objective of PDS

PDS aims to improve the provision and supply of publications in their original form or photocopies from national and international sources to intending users within the country. Thus it facilitates the dissemination of information for purposes of study, teaching and research.

Terms and Conditions

Only Library or institution with library or resource centre may apply to be PDS members. Libraries or institutions need to sign 2 copies of the Memorandum of Understanding with Perpustakaan Negara Malaysia to be a member of Publications Delivery System.

Types of material available for loan

Materials available for loan include books from:

- Lending Collection
- General Monograph Collection
- General Reference Collection
- Malaysian Reference Collection

Photocopies for materials which are not available for loan as substitutes for original

accordance with the Copyright Act. Clearance should be sought by the borrowing library for unpublished items such as theses.

Operation of loans

Request for loans can be made to another library/institution by the user of a particular library through the Chief Librarian/Institution. The borrowing library should submit such requests on the Publications Delivery System (PDS) Request Forms which is available for purchase from the PDS Coordinating Centre. PDS members may send their requests through e-mail and follow up with the PDS Request Form later. Items not available in the country may be requested from overseas through the PDS Coordinating Centre.

Complete bibliographical details should be given, if possible, whenever requests for loans are made to another library as follows:

- **Books/Chapters** – author’s full name (spelt correctly with correct initials), title accurately stated, volume number if part of a set, date of publication, place of publication, edition, page number and chapter.

- **Articles** – complete title of journal, newspaper, conference, author’s name, title of article, date of issue, volume number, parts if any, and page number.

Period of Loan

The minimum period of loan for an interlibrary loan item is one month. However, the lending library has the right to reduce the period of loan if that item is requested by another user/library. Loans can be renewed for a period not exceeding 2 weeks provided they are not

The borrowing library is responsible for returning all loans promptly and in good condition. The borrowing library would meet all costs for repair or replacement should the resource be damaged or lost. The fine for overdue and lost resources are as in the National Library Act 1972, (National Library (Fees & Fines) Regulations 1993.

Loan of books or any item in its original for shall be supplied free of charge. Requests for photocopies are charged separately. Payment rates are as in the National Library Act 1972, National Library (Fees & Fines) Regulations, 1993.

Expenses incurred when making overseas requests for original materials are to be borne by the PDS Coordinating Centre.

However the user is to be accordingly charged for requests as substitutes for the loan of the original materials. The user would meet any payment charged by the lending institutions as in National Library Act 1972, National Library (Fees & Fines) Regulations, 1993.
MEMORANDUM OF UNDERSTANDING
BETWEEN
INSTITUT PUTRA LIBRARY
AND
TROY STATE UNIVERSITY

I. STATEMENT OF PURPOSE:

This Memorandum of Understanding (MOU) details the extent to which the INSTITUT PUTRA Library (IP LIBRARY) and Troy State University (TSU) agree to the terms by which TSU faculty and students enrolled in TSU programs at the following address:
Lot 1838 Mukim Bukit Katil, Ayer Keroh, 75450 Melaka, Malaysia
may utilize the resources and services of IP LIBRARY in accordance with access and services policies in force for IP students.

II. STATEMENT OF CONFIDENTIALITY:

TSU requests that IP LIBRARY holds all patron records in confidence, following IP LIBRARY guidelines, except insofar as such records must be divulged to TSU, or their agent. Further, IP LIBRARY is requested to consult TSU prior to taking any external action involving release of patron records.

III. IP LIBRARY SERVICES INCLUDE:

A. Borrowing privileges for general collection circulating materials in accordance with IP LIBRARY policies governing borrowing by students and external users;
B. Access, according to established policies governing in-library use of reference, non-print materials, serials, microforms, and databases accessible to the students and public;
C. Access to the online public access catalog in the library, and remotely, via the WWW, if any at IP LIBRARY;
D. Reference services in accordance with policies governing reference assistance to the students and the general public;
E. Access to online and CD-ROM and bibliographic databases available to the students and the general public for in-library use; and
F. Use of public terminals for Internet access, etc. under the guidelines established for use by the students and external users.

IV. PROCEDURES FOR OBTAINING BORROWING PRIVILEGES:

A. TSU students and faculty from the TSU will be granted borrowing privileges at IP LIBRARY.
B. TSU students enrolled in TSU program, and faculty, must apply in person and provide identification.
C. Borrowing privileges will be granted under the terms of IP LIBRARY's borrowing guidelines.
V. LIABILITY:

TSU will not be liable of any outstanding library obligations. The individual borrowers will bear all liability according to the terms of IP LIBRARY.

VI. This Memorandum of Understanding is effective upon signature of the representatives designated below and shall continue until termination. Termination may be effected by either party upon 120 days written notice.

\[Signature\]  
Dr. Tan Chong Chong  
Principal

\[Signature\]  
Dr. Thomas D. Halbert  
South East Asia Regional Director  
Troy State University

\[Signature\]  
20 Sept 2022  
Date

\[Signature\]  
20 Sept 2022  
Date