

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") dated _____ is made on the **30th January 2024** ("**Effective Date**") by and between:

PARTIES

- A. **ASIA PACIFIC UNIVERSITY SDN. BHD. (Company No. 200401033695 (672203-A))** a company established under the Companies Act 1965 (Act 125), a private higher educational institution established under the Private Higher Educational Institutions Act 1996 (Act 555) and having its address at Jalan Teknologi 5, Technology Park Malaysia, 57000 Bukit Jalil, Kuala Lumpur, Malaysia (hereinafter referred to as the "**APU**") of one part; and
- B. **JANSONS SCHOOL OF BUSINESS (JSB)** is an Autonomous Stand-alone Business School incorporated in India with an address at Jansons School of Business, Coimbatore, Karumathampatti, Tamil Nadu 641659.

The aforesaid parties are hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**".

RECITAL

- (1) **APU** is a university with a strong track record in teaching and technology development.
- (2) Jansons School of Business is committed to providing a learning environment of high order to students in business management and transforming them to be competent prodigies with excellent ethical business acumen.
- (3) The Parties are desirous to collaborate and cooperate in student internships, student research projects, sponsored research, consultancy, and entrepreneurship-related projects, for their common interest.
- (4) The Parties intend to set out their understandings and the agreed principles of collaboration pertaining to the common interest(s) in this MOU.

NOW THEREFORE IT IS HEREBY AGREED as follows: -

1. Scope and Objectives

- 1.1 The Parties hereby agree to collaborate and cooperate in the Project for the key objectives as follows:
- (a) promotion or joint sponsor of research and development (R&D) in the area of business management for practical application and student research projects].
 - (b) enhancement of existing technology practices and process pertaining to business management];

- (c) promotion of knowledge sharing between academic and industry players/educational institutions];
 - (d) student internship, career opportunity, and student and staff academic and apprentices' mobility];
 - (e) training of personnel in the educational institution];
 - (f) be a mentor for start-ups and guest speaker for webinars/talks etc.]; and
 - (g) any other matters consistent with, necessary for, and/or incidental to the above as may be agreed between the Parties from time to time in writing,
- based on the key understandings and agreed principles of cooperation set out herein.

2. Roles of the Parties

2.1 The Parties undertake to each other that:

- (a) it shall identify and select candidates, students, or staff to participate in the activities];
- (b) the hosting Party shall assign a suitable and qualified mentor or supervisor to each of the students or staff participating in the mobility];
- (c) the hosting Party shall arrange and make available accommodation, working space, research equipment, and resources for students and staff participating in the mobility/joint projects/conferences];
- (d) it shall provide academic support and access to facilities to any students and staff participating in the activities with such facilities and services required];
- (e) provide qualified and capable expertise to support the joint research and development projects and/or any research activities identified as common interest];
- (f) provide expertise and students and/or support staff to undertake and carry out the joint research stipulated in the Project];
- (g) it shall at all times encourage the exchange of knowledge, information, and technology transfer];
- (h) to the extent permitted under the law, it shall acknowledge, recognize, and credit the academic achievement of students or staff participating in the activities]; and
- (i) It shall use its best endeavor to undertake and carry out all and any activities so required for the implementation of the activities/mobility.

3. Financial Arrangement

3.1 This MOU will not give rise to any financial obligation by one Party to the other. Each Party will bear its own cost and expenses in relation to implementation and participation in the activities of the Project.

4. Term

- 4.1 This MOU shall take effect upon the date of signing and shall remain in effect for 5 years and/or within a period as may be mutually agreed between the Parties, whichever later ("**Term**"). Either Party may terminate this MOU with at least three (3) months' written notice to the other Party.
- 4.3 At the end of the Term, either Party may renew this MOU for a further period upon the mutual consent of the other Party (which may not be unreasonably withheld) by issuance to the other Party a three (3) months prior written notice signifying its intention to renew.

5. Confidentiality

- 5.1 Each Party agrees to maintain private and confidential and all information obtained from the other, both pursuant to this MOU and prior to and in contemplation of it, and all other information that it may acquire from the other in the course of the Project, to use the same exclusively for the purposes of the Project, and to disclose the same only to those of its employees, researchers and/or students (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this MOU.
- 5.2 No Party shall publish or otherwise make public the contents of this MOU and any information made available to each other pursuant to this MOU and/or the Project without the prior written consent of the other Party.
- 5.3 The foregoing obligations of Clause 5.1 and 5.2 above shall not apply to any information which:
- (a) prior to receipt thereof from one Party was in the possession of the recipient Party and at its free disposal;
 - (b) is subsequently disclosed to the recipient Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the disclosing Party; or
 - (c) is or becomes generally available to the public through no act or default of the recipient Party or its employees, researchers, and/or students (if any).
- 5.4 Each Party shall procure that all its employees, researchers, and/or students (if any) who have access to any information of the other to which the obligations of Clause 5.1 and 5.2 apply shall be made aware of and subject to these obligations and shall further procure that so far as is reasonably practicable all of such employees, researchers and/or students (if any) shall enter into written undertakings in favor of the other Party to this end.
- 5.5 Neither Party shall use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

6. Intellectual Property

- 6.1 For the purpose of this MOU:

"Intellectual Property" means the collective intellectual property rights now held or thereafter created or acquired by a Party, arising under the laws of any state, country or jurisdiction, for: (i) all classes and types of patents, including but not limited to utility models, utility patents and design patents, patent applications and

disclosures; (ii) all copyrights and moral rights in both published and unpublished works and all registrations and applications thereof; (iii) all mask works and all registrations and applications thereof; and (iv) all Inventions, rights in know-how, trade secrets, and confidential, technical and non-technical information; (v) trademarks, trade names, service marks, trade dress or other forms of corporate or product identification whether or not registered; and (vi) any and all similar or equivalent rights throughout the world.

- 6.2 This MOU does not affect the ownership of any Intellectual Property of the Party. No license to use any Intellectual Property is granted or implied by this MOU.
- 6.3 The rights in all Intellectual Property created or produced by the students, staff, expertise or support staff of APU in connection and/or derived from the activities of the Project, including but not limited to, any improvement, invention, or discovery thereof as well as the rights in any application of patent or utility innovation, or any patent or utility innovation granted on such application, shall belong to APU.
- 6.4 The Parties agree to sign an agreement in the event that there is an Intellectual Property matter that arises from the activities of the Project such as contract research, jointly/externally funded research projects, and commitments required.

7. Publication

- 7.1 APU shall have the rights to use and publish any academic knowledge findings or information in connection and/or derived from the activities of the Project provided that:
- (a) APU shall notify JSB not less than three (3) working days together with a copy of any publication to be made; and
 - (b) APU shall acknowledge JSB as a contributor (if applicable) in such publication.
- 7.2 Neither Party shall be entitled to make or permit or authorize the making of any press release nor other public statements or disclosure concerning this MOU or any of the transactions contemplated in it without the prior consent of the other Party.

8. Termination

- 8.1 Either Party may terminate this MOU with immediate effect by giving notice to the other Party if:
- (a) the other Party commits a material or persistent breach of any provision of this MOU and (if it is capable of remedy) the breach has not been remedied within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy; or
 - (b) the other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors.
- 8.2 Clauses 5, 6, and 7 will survive the expiry of the Term or the termination of this MOU for any reason and will continue indefinitely.

9. General

- 9.1 **Notices:** Any notice to be given under this MOU must be in writing, may be delivered to the other Party or Parties by any of the methods set out in the left-hand column below, and will be deemed to be received on the corresponding day set out in the right-hand column:

Method of service	Deemed day of receipt
By hand or courier	the day of delivery
By prepaid registered post	five (5) Business Days after posting
By recorded delivery post	the next Business Day after posting
By fax (provided the sender's fax machine confirms complete and error-free transmission of that notice to the correct fax number)	the next Business Day after sending or, if sent before 17.00 (sender's local time) on the Business Day it was sent

The Parties' respective representatives for the receipt of notices are, until changed by notice given by this clause, as follows:

For JSB:

Address: Jansons School of Business, Coimbatore,
Karumathampatti, Tamil Nadu 641659
Attention: Professor Dr Devi Premnath/
Professor Dr Dhamayanthi Arumugam
Email: devipremnath@jsb.ac.in

For APU:

Address: Asia Pacific University of Technology and
Innovation
Jalan Teknologi 5, Technology Park
Malaysia,
Bukit Jalil, Kuala Lumpur 57000, Malaysia.
Attention: Assoc. Prof. Dr. Senthil Kumar Thiagarajan/
Professor Dr Angelina Yee Seow Voon
Email: research@apu.edu.my

- 9.2 **Headings:** The headings in this MOU are for ease of reference only; they do not affect its construction or interpretation.
- 9.3 **No agency:** Nothing in this MOU creates, implies, or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment or to incur any liability, on behalf of the other.
- 9.4 **Amendments:** No variation or amendment of this MOU will be effective unless it is made in writing and signed by each Party's representative.
- 9.5 **Governing law:** This MOU is governed by, and is to be construed in accordance with the laws of Malaysia. The courts of Malaysia will have exclusive jurisdiction to deal with any dispute that has arisen or may arise out of or in connection with this MOU or the Project, except that either Party may bring proceedings for an injunction in any jurisdiction.

9.6 **Binding Effect:** This MOU set forth the mutual understandings between the Parties and provisions contained herein (save for Clauses 5, 6, and 7) shall have no binding effect towards the Parties in whatsoever manner.

9.7 **Data Protection:** Both Parties hereby agree that, in relation to the obtaining, using, disclosing and other processing of any personal data (as defined in the Personal Data Protection Act 2010 ("PDPA")) pursuant to this MOU, they shall at all times comply with the requirements of the PDPA, and each Party shall indemnify and keep indemnified the other from and against all actions, claims, demands, expenses,

liabilities, damages and/or losses arising out of or in connection with the breach of their respective obligations under the PDPA.

9.8 **Indemnity:** Either Party shall indemnify and save harmless the other Party against all forms of liability(ies) incurred and/or any claims, penalty or costs of whatsoever nature made against the other Party by any third party(ies) as a result of any act, omission or under this MOU, any law and/or negligence on the part of the other Party.

9.9 **Dispute Resolution:**

(a) If the Parties are unable to reach an agreement on any issue concerning this MOU or the Project within fourteen (14) days after one Party has notified the other of that issue, they will refer the matter to the Senior Leadership Team of each of the Parties in an attempt to resolve the issue within fourteen (14) days after the referral.

(b) Notwithstanding the foregoing, any dispute arising hereunder with respect to the creation, ownership validity, enforceability, or other aspect of any Intellectual Property rights of any of the Parties herein will be resolved by a court of competent jurisdiction.

9.10 **Counterparts:** This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.


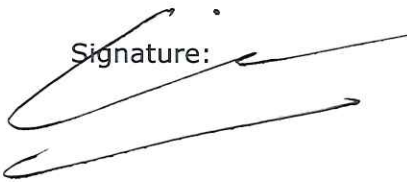
IN WITNESS WHEREOF the Parties hereto set their hands the day and year above written.

SIGNED for and on behalf of
Asia Pacific University Sdn Bhd:


Name: Prof. Dr. Ho Chin Kuan

Position: Vice Chancellor

Signature:



In the presence of:



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Name: Assoc. Prof. Dr. Chong Lee Lee
Designation: Head, School of Accounting
& Finance

SIGNED for and on behalf of
the **JANSONS SCHOOL OF BUSINESS**

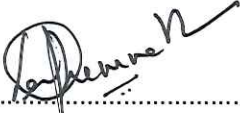
Name: Dr. A G V Narayanan,

Position: Director

Signature:



In the presence of:



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Name : Dr. Devi Premnath
Designation: Professor & Head Academic
Collaboration, JSB
Passport No.: N9272637