

**MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC COLLABORATION**

between

**UNIVERSITI TELEKOM SDN BHD (as the registered owner of MULTIMEDIA
UNIVERSITY), MALAYSIA**

and

JANSONS SCHOOL OF BUSINESS, INDIA

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made on the 17/8/2023
("Effective Date").

BETWEEN

UNIVERSITI TELEKOM SDN BHD (Company No. 199701021324 (436821-T)), a company duly incorporated under the laws of Malaysia and having its registered office at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur (hereinafter referred to as 'UTSB') of the one part;

AND

JANSONS SCHOOL OF BUSINESS, an Autonomous educational institution incorporated under the laws of India, whose Registered Office is at Karumathampatti, Coimbatore-641 659, India (hereinafter referred to as 'JSB') of the other part.

UTSB and JSB shall collectively be referred to as the '**Parties**' and individually as the '**Party**'.

WHEREAS: -

- A. **UTSB** is the registered owner of Multimedia University ('MMU'), a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, which offers tertiary level education and training in various areas and has the expertise and the capability to provide management, research and development, consultancy services and advancement of technology. Reference to 'UTSB' and 'MMU' shall be used interchangeably, wherever appropriate.
- B. **JANSONS FOUNDATION** is the registered owner of Jansons School of Business ('JSB'), a self-financing educational institution approved by All India Council of Technical Education and affiliated to Bharathiar University, Coimbatore, which offers world class education in the area of management, research and development and consultancy services.

- C. The Parties wish to explore potential academic collaboration opportunities as further described below. Collaboration between the Parties may be carried out in any of the following activities:
- a. Exchange of students, faculty and administrative staff, or researchers;
 - b. Double Degree program;
 - c. Collaborative researches;
 - d. Exchange of academic and research information, materials, publications, and scientific expertise; or
 - e. Joint organization of conferences, seminars, or symposia.
- D. In order to initiate any of the above activities, detailed plans, which will be undertaken within the overall framework of this MOU and defined in separate Memorandum of Agreement (MoA), would be drawn up with the mutual consent of both Parties.
- E. The Parties agree to negotiate diligently and in good faith

NOW THEREFORE, the Parties agree to describe herein the mutual intent and understandings of the Parties in pursuit of the objectives for the academic collaborations, as follows: -

1. DURATION

This MoU shall become effective as of the Effective Date and shall continue in effect until:

- (a) a period of five (5) years from the Effective Date; or
- (b) such time when any Party exercise its right under Paragraph 7 (Withdrawal), namely upon the expiry of fourteen (14) working days from the date of the written notice to withdraw from this MoU, whichever is earlier; save for those obligations expressed herein to survive the termination and/or expiration of this MoU.

2. INTENTION OF THE PARTIES

Parties intend to discuss and enter into a legally binding agreement ('Definitive Agreement'), amongst others, for the following matters:

- (a) work together in good faith to examine and determine the feasibility of pursuing the academic collaboration with respect to any intellectual property rights developed in the course of collaborative activities carried out under the terms of Article C above.

3. NON-BINDING OBLIGATIONS

- 3.1. This MoU is not intended to, and does not, constitute a legally binding obligation or an agreement to enter into any financial or other arrangement or any agreement.
- 3.2. Notwithstanding the above, it is expressly understood that the terms and conditions in Paragraphs 1 (Duration), 3 (Non-Binding Obligations), 4 (Obtaining Approvals and Licenses), 5 (Agreement Principles), 6 (Confidentiality), 7 (Withdrawal), 8 (Integrity Undertaking) and 10 (General Provisions) of this MoU constitute a legally binding obligations, duties and/or agreement between the Parties and other provisions of this MoU are mutually non-binding.
- 3.3. It is unconditionally and irrevocably agreed that the intention of the Parties is not to make a concluded bargain at all in respect of the subject matter in discussion under this MoU and the intended Definitive Agreement, unless and until Parties sign and execute the Definitive Agreement.

4. OBTAINING APPROVALS AND LICENSES

The implementation by the Parties of this MoU and the discussion and negotiation of the terms of the Definitive Agreement is contingent upon obtaining and the continuance of approvals, consents, authorizations, licenses and permits from the appropriate governments, statutory and regulatory authorities, as well as the internal corporate approvals, as may be required or deemed to be necessary by the Parties and as may be satisfactory to them. The Parties shall use all reasonable efforts to obtain and to have continued in effect such approvals, consents, authorizations, licenses, permits and other requirements.

5. AGREEMENT PRINCIPLES

- 5.1. Without prejudice and subject always to Parties' right as set out under Paragraph 7 (Withdrawal), the objective of the Parties is to discuss and produce the Definitive Agreement containing such terms and conditions governing the intended Project which are mutually agreeable to the Parties.
- 5.2. Each Party will be responsible for its own expenses during the discussions in connection with this MoU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expressed in this MoU shall be at the Parties' own risk.

6. CONFIDENTIALITY

- 6.1. The Parties agree to treat all information, documents and personal data (if any) provided under this MoU as confidential and to maintain the secrecy of the said information without divulging it to any unauthorized third party and not to use the said information for any other purposes as mentioned in this MoU.

- 6.2. If both Parties had executed any Non-Disclosure Agreement ('NDA') in relation to the purposes or intentions mentioned in this MoU, the said NDA will bind the confidentiality obligations of the Parties.

7. WITHDRAWAL

Notwithstanding the generality of the provisions stipulated in this MoU, any Party may withdraw from this MoU at any time by giving fourteen (14) working days' written notice to the other Party without assigning any reasons.

8. INTEGRITY UNDERTAKING

Each Party acknowledges and agrees on the importance of integrity, honesty and respect. This means avoiding practices of bribery and corruption of all forms in the Party's daily operations. In recognition thereof, each Party represents, warrants and undertakes with each other as at the Effective Date herein, it has not violated and thereafter it will not violate any applicable anti-bribery and anti-corruption laws in force in the jurisdiction where either Party is domiciled and/or operate ('Anti-Bribery Laws'). The Parties agree that the non-violating Party shall have the right to take the necessary action(s) permitted under the law or equity should it becoming aware of a breach of this representation, warranties and undertakings, or violation of the Anti-Bribery Laws by the other Party.

9. FURTHER UNDERTAKINGS

Without prejudice to Parties' right as set out under Paragraph 7 (Withdrawal), and subject always to Paragraphs 1 (Duration) and 7 (Withdrawal), each Party hereby covenants and undertakes to perform their respective obligations and to act at all times in good faith in implementing this MoU.

10. GENERAL PROVISIONS

10.1. GOVERNING LAW AND JURISDICTION

This MoU will be governed by and construed in accordance with the Laws of India irrevocably submit to the exclusive jurisdiction of the Courts of India.

10.2. DISPUTE RESOLUTION

- 10.2.1. Any difference or dispute between the Parties concerning the interpretation and/or implementation of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties.

10.2.2. If the dispute or difference is failed to be resolved amicably, it shall be settled through court process. For this purpose, the Parties agree that the Courts in Malaysia shall have exclusive jurisdiction.

10.3. NOTICES

10.3.1. All communications under this MoU shall be given or made in writing, in English and may be delivered either by hand, email, ordinary mail, registered mail, air mail or facsimile to the other Party and shall be addressed to the other Party at its address specified herein and/or such other addresses as notified from time to time.

For JSB:

Address: The Director, Jansons School of Business, Karumathampatti,
Coimbatore -641659, Tamilnadu, India

Attention: Dr.AGV.Narayanan
Director
Jansons School of Business

Email Address: director@jsb.ac.in

For UTSB:

Address: Vice President of Market Exploration, Engagement and
Touchpoint, Level 2, Chancellery Building, Multimedia
University, Cyberjaya Campus, Persiaran Multimedia, 63100
Cyberjaya, Selangor, Malaysia

Attention: Prof. Dr. Hairul Azhar Abdul Rashid - Vice President of
Market Exploration, Engagement and Touchpoint

Email Address: hairul@mmu.edu.my

10.4. INTELLECTUAL PROPERTY RIGHTS

All existing intellectual property rights of any Party, including any development, adaptation, modification or derivative rights shall belong and remain with such Party. Nothing in this MoU is intended to transfer or assign or grant any intellectual property rights to each other.

10.5. AMENDMENTS AND VARIATIONS

Wherever it becomes necessary, this MoU may be varied or amended by mutual agreement in writing by the Parties and such variations or amendments shall be part of this MoU.

10.6. RELATIONSHIP

Nothing contained in this MoU shall be construed to imply a partnership, joint venture, principal/agent or an employer/employee relationship between the Parties and neither Party shall have any right, power or authority to create any obligation, express or implied on behalf of the other.

10.7. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with the exercise of their rights or their performance under this MoU.

10.8. LANGUAGE

Should this MoU be translated into any language other than English, the English version shall prevail on any question of interpretation, conflict between the translated MoU and/or otherwise.

10.9. COUNTERPARTS

This MoU may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Party and delivered to the other Party; it being understood that all Parties need not sign the same counterparts.

10.10. E-SIGNATURE

Each Party agrees that this MoU may be electronically signed, and that any electronic signatures appearing on this MoU is the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be duly executed on the day and year first above mentioned.

For and on behalf of
JANSONS SCHOOL OF BUSINESS
Coimbatore, India

For and on behalf of
UNIVERSITI TELEKOM SDN. BHD.
(as the registered owner Multimedia University)
Malaysia)

NARAYANA
N GANESAN
Digitally signed by
NARAYANAN
GANESAN
Date: 2023.07.06
14:51:39 +05'30'

Dr A G V Narayanan

Director

Jansons School of Business

DIRECTOR

JANSONS SCHOOL OF BUSINESS

KARUMATHAMPATTI

COIMBATORE - 641659

Prof. Dato' Dr. Mazliham Mohd Su'ud

Chief Executive Officer/President

Multimedia University

in the presence of:

Dr Devi Premnath

Head – Academic Collaborations, JSB

in the presence of:

Prof. Dr. Hairul Azhar bin Abdul Rashid

Vice President of Market Exploration, Engagement
and Touchpoint