



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SAMBALPUR UNIVERSITY

AND

SEGI UNIVERSITY (SEGi)

Year 2021

S. Gorani 24/11/21 S. Gorani Manny M. M. M. Markey 1 Charles Manny M. M. M. Bally Miles 1

THIS MEMORANDUM OF UNDERSTANDING is made on the 15th day of December 2021

BETWEEN

SAMBALPUR UNIVERSITY, an institution of higher learning incorporated under the Orissa Universities Act 1989 and established under the Sambalpur University Act 1966 and Orissa Act 22 of 1966, situated at Jyoti Vihar, Burla, Sambalpur, Odisha, 768019 (hereinafter referred to as 'Sambalpur University') and will include its lawful representatives and permitted assigns on the one part;

AND

SEGI UNIVERSITY SDN BHD (Company No. 100589-U), a company incorporated under the Companies Act 1965 and having its registered address at 6th Floor, No. 9, Jalan Teknologi, Taman Sains Selangor, Kota Damansara, PJU 5, 47810 Petaling Jaya, Selangor, Malaysia (hereinafter referred to as "SEGi") and will include its lawful representatives and permitted assigns on the other part;

SAMBALPUR UNIVERSITY and **SEGi** shall hereinafter be referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS: -

- A. SAMBALPUR UNIVERSITY is an established State University in Odisha, India, which strives to enhance and strengthen its tertiary-level education training in a wide spectrum of academic disciplines via various collaborative arrangements with other parties.
- B. **SEGi** operates the "SEGi University" a private educational institution registered with the status of "University" under the Private Higher Educational Institutions Act 1996 for the purpose of providing higher education and training.

C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop on a basis of direct cooperation and collaboration in the field of research, education and in training programs on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF COOPERATION

- 1. Each Party will, subject to the laws, rules, regulation and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote cooperation in the following areas:
 - a. Academic program collaboration;
 - b. Articulation or credit transfer arrangements;
 - Student exchange programs or programs for exchange of learning experiences;
 - Staff exchange programs or programs for exchange of teaching experiences;
 - e. Research collaborations and co-operation;
 - f. Organization of common bilateral symposiums, seminars or conferences;

- g. Informing the general public in their countries about the activities of the other party;
- h. Cooperation in Other Areas
- For the purpose of implementing the co-operation in respect of any area stated in paragraph 1 above, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute".

ARTICLE III

FINANCIAL ARRANGEMENTS

- This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
- 2. Each Party shall bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V

NO AGENCY

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

ARTICLE VI

ENTRY INTO EFFECT AND DURATION

- This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of TWO (2) years.
- This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of SAMBALPUR UNIVERSITY or SEGI, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To: SAMBALPUR UNIVERSITY

Contact Person: Prof.B.Satpathy Address: Professor, Dept. of Business Admn., Sambalpur University Tel: Fax:

Email:satpathybulu@gmail.com 9437346817, 7978922257

To: SEGI UNIVERSITY SDN BHD

Prof Dr. Lawrence Arokiasamy Dean, Graduate School of Business

Tel: +603-661452793

Email: lawrence@segi.edu.my

(END OF CLAUSE)

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The foregoing record represents the understandings reached between the SAMBALPUR UNIVERSITY and SEGI UNIVERSITY SDN BHD upon the matters referred to therein.

Signed in duplicate ONLINE on this 15 day of December in this year of 2021, in Two (2) original texts, each in English language, all texts being equally authentic, by the authorized signatories on behalf of the Parties.

For and on behalf of) SAMBALPUR UNIVERSITY)	In the presence of:
Name: Mr.Nruparaj Sahu Designation: Registrar Sambalpur University Jyoti Vihar, Burla Odisha, India-768019 Registrar Sambalpur University	Prof.B.Satpathy Professor, Dept.of Business Administration, Sambalpur University Jyoti Vihar, Burla Odisha, India-768019
Jyoti Vihar-768019 For and on behalf of SEGI UNIVERSITY SDN BHD)	In the presence of:
Name: Dr.Doris Designation: Deputy Vice-Chancellor SEGi University	Prof.Dr.Lawrence Arokiasamy Dean, Graduate School of Business Tel: +603-661452793 E-mail: Lawrence@segi.edu.my SEGi University