



MEMORANDUM OF UNDERSTANDING

BETWEEN

HELP University Sdn Bhd (198201005211 (84963-D))

AND

Jyothy Institute of Commerce and Management

WHEREAS

HELP University Sdn Bhd (198201005211 (84963-D)) (hereinafter referred to as "HELP") of No. 15, Jalan Sri Semantan 1, Off Jalan Semantan, Bukit Damansara, 50490 Kuala Lumpur, Malaysia, is a company incorporated in Malaysia to manage HELP University, a private university engaged in education and training, and which in accordance with industry practice is governed by section 17A of the Malaysian Anti-Corruption Commission Act 2009 in relation to corporate liability, the Personal Data Protection Act 2010 and the various legislation governing private universities in Malaysia; and

WHEREAS

Jyothy Institute of Commerce and Management (hereinafter referred to as "JICM") of No. 40/5, Thataguni, Off Kanakapura Road, Bengaluru 560082, Karnataka, India is an institution affiliated to Bangalore University and approved by Government of Karnataka.

WHEREAS

HELP and JICM (hereinafter referred to as the 'Parties' collectively and the 'Party' in the singular) recognize that collaborative efforts will be of mutual benefit and will contribute towards an institutional linkage for education cooperation and assistance.

**NOW,
THEREFORE**

HELP and JICM agree to continue discussions as opportunities arise to ascertain the extent to which cooperative activities can be implemented in the future.

The Parties agree to mutually look into the following areas of cooperation:

1. Short Term Student Mobility Programmes for undergraduate and postgraduate programmes
2. Student's Degree progression programmes from HELP University as well from JICM into Bachelor, Master and Doctoral programmes;
3. Staff and student exchange programmes;
4. Staff Development Programmes;
5. Short Term Training Programmes;
6. Joint supervision of selected programmes or joint research activities, conference or publication in areas of mutual interest
7. Joint organization of conferences, seminars, workshops, etc.
8. Joint research projects and educational programs
9. Course and curriculum sharing and development
10. Other areas of mutual interest in educational projects

This Memorandum of Understanding shall commence on the date of the last signature of the authorised representatives of the Parties and operate for an

initial period of **THREE (3) years** and may be extended or renewed by the mutual written agreement of the Parties at least three (3) months before the expiry of the initial period.

This Memorandum of Understanding shall not serve nor be construed as a legally binding agreement between the Parties. This Memorandum of Understanding is not to be construed as a partnership or any form of master-agent relationship whether expressed or implied and the Parties are not authorized to enter into any obligations which are legally binding on the other Party whether expressly or impliedly. It is merely to forge a good relationship and understanding between the Parties hereto. The details of any specific joint activities which the Parties may enter into as a result of further discussions pursuant to this Memorandum of Understanding shall be set forth in a written agreement, the terms of which shall be agreed upon by the Parties and signed at the relevant time by the authorized representatives of the Parties.

The Parties and their representatives should not during their association and for a period of one (1) year following the expiry or termination of this Memorandum of Understanding, use or divulge, directly or indirectly any trade secrets or any information which a Party deems to be confidential information, in any form, which may have come to their knowledge, whether or not by accident or by mistake without the express prior written permission of the other Party.

The Parties shall respect each other's intellectual property rights in all matters pertaining to and arising from this Memorandum of Understanding.

All costs and expenses incurred under this Memorandum of Understanding shall be borne by the individual Parties, unless agreed to otherwise in writing.

Either Party may terminate this Memorandum of Understanding by the giving of a written notice to the other Party at least three (3) months prior to the intended date of termination. In the event of earlier termination of this Memorandum of Understanding, all ongoing programmes and/or activities will be implemented as planned unless otherwise agreed in writing between the Parties.

In the event of any dispute arising from or in relation to this Memorandum of Understanding, Parties agree that the said dispute shall be resolved amicably

between the Parties through consultations and negotiations.

Any amendments to this Memorandum of Understanding shall be with the agreement of the Parties and in writing and signed by the Parties.



IN WITNESS WHEREOF, the Parties have entered into this MOU on the date of the last signature of the parties' duly authorized representatives herein below.

**For HELP University Sdn Bhd
(Co. No. 198201005211 (84963-D))**



Name: Prof. Dr. Liew Teik Kooi
Designation: Vice-Chancellor
Date: **18 Nov 2024**

**For Jyothy Institute of
Commerce and Management**



Name: Mr. Rajesh K
Designation: Executive Director
Date: **20 NOV 2024**

In presence of:



Name: Wu Ghee Kean (Stephen)
Designation: Pro Vice-Chancellor
(International)

In presence of:

Bhaskaran Prasad

Name: Prof. B.S. Lakshman Prasad
Designation: Director - Academics

and



Name: Dr. S. Sathyeshwar
Designation: Principal