



*Copy*  
4.2.25

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**USMC SDN BHD**

**AND**

**JAYPEE BUSINESS SCHOOL, a constituent of JAYPEE INSTITUTE  
OF INFORMATION TECHNOLOGY(Deemed to be University),  
NOIDA**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as 'MOU') is made on the XXXXX of XXXX 2024.

**BETWEEN**

**USMC SDN. BHD.** (Company Registration No: 201001029797 (913717-X)), trading as the **University of Southampton Malaysia**, a company established under the laws of Malaysia and having a business address at C0301, C0302, C0401, Blok C Eko Galleria, Jalan Eko Botani 3, Taman Eko Botani, 79100 Iskandar Puteri, Johor, Malaysia (hereinafter referred to as "UoSM");

**AND**

**Jaypee institute of Information Technology, Noida** was established in the year 2001 and has been declared as a "Deemed to be University" under section 3 of UGC Act 1956 in the year 2004. The institute's state-of-the-art, environmentally conditioned campus comprises smart buildings with Wi-Fi connectivity covering the Academic Block, Business school cum Research Block, Faculty Residences, Student hostels and Annapurna, well equipped modern laboratories and an intellectually stocked Learning Resource Centre with books and E-Resources provide a pleasant and stimulating ambience.

**Jaypee Business School (JBS)**, established in 2007, is a constituent of Jaypee Institute of Information Technology (Deemed University) located in the corporate hub of Delhi NCR. JBS offers AICTE-approved programs, including a two-year full-time MBA, three/four-year BBA (as per NEP 2020), and PhD.

**WHEREAS**

A UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida wish to collaborate in academic and technical exchanges and cooperation in teaching and research in furtherance of the advancement and dissemination of learning.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1**  
**AREAS OF COOPERATION**

UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida agree to the following goals and objectives to initiate the following partnership programme:

- (a) Establish short-term student visits, usually in the form of Summer Programmes/Immersion Programmes.
- (b) Develop a potential exchange program between UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida contingent upon meeting respective institutional entry requirements.

(c) Academic exchanges, and identifying opportunities for joint research and cooperation in shared disciplines; and

(d) Organisation and participation in joint academic and scientific activities such as seminars, workshops, short courses, training, conferences and certificate programs.

## **ARTICLE 2 ARRANGEMENTS AND FUNDING**

To implement the collaborative activities envisaged under the MOU, representatives of UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida may meet periodically to negotiate and conclude project agreements and programmes of cooperation, which meetings may include negotiations regarding the financing of such project agreements and programmes of cooperation. Prior to the final agreement and the implementation of any projects or academic programmes arising from this MOU both UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida must obtain the agreement in writing from their respective management.

The financial arrangements, rights to intellectual property, and arrangements regarding the publication of articles arising out of each project agreement and programme of cooperation will be in accordance with formal agreements to be entered into in respect of each project agreement and programme of cooperation. UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida acknowledge that in the absence of any specific agreement to the contrary, both UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida shall be responsible to bear its own expenses including but not limited to salary, travel, living and allied costs and neither party shall be entitled to recover such expenses from the other party. However, lodging and boarding shall be provided by the host institute.

## **ARTICLE 3 CONFIDENTIALITY**

Each party shall ensure to observe the confidentiality of documents, information and other data received from or supplied to, the other party during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.

Such documents, information and data, include any document, information and data which is disclosed by a party (the Disclosing party) to the other party (the Receiving party) prior to, or after, the execution of this MOU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

## **ARTICLE 4 MANAGEMENT COMMITTEE**

UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida will appoint representatives to manage and oversee the joint management activities. The representatives of the UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida may

meet as and when necessary to review progress in the implementation of the agreed arrangements, define new areas for agreement and programmes of cooperation as well as to discuss matters related to the MOU.

## **ARTICLE 5 ADHERENCE TO LAWS**

Staff and students of both UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida involved in any activities under this MOU shall adhere to the laws of the host country and the applicable rules, regulations and procedures of the host entity.

The parties shall comply with all applicable export, import, embargoes and sanctions laws, regulations, orders, and authorisations, as they may be amended from time to time, applicable to the export (including re-export) or import of goods, hardware, software, or technical data or services.

## **ARTICLE 6 AMENDMENTS**

This MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida.

## **ARTICLE 7 TERM OF AGREEMENT**

This MOU shall commence on the date of its execution by the last to sign of UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida and shall remain in force for a period of five years and may be renewed upon its expiry and with the agreement of both parties. If the MOU remains dormant for three consecutive years, i.e., there has been no project/programme agreement entered into by UoSM and Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida for three consecutive years during the said five-year period, it will be deemed to have lapsed.

Either UoSM or Jaypee Business School, Noida, Jaypee Institute of Information Technology (Deemed to be University), Noida may cancel the MOU by giving six months' notice in writing to the other. Activities in progress at the time of termination of this MOU shall be permitted to conclude as planned unless otherwise agreed.

## **ARTICLE 7 LEGAL STATUS**

Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial collaboration.

**USMC SDN BHD**

**Jaypee Business School, a  
constituent of Jaypee Institute of  
Information Technology (Deemed to  
be University)**

Ir. Dr. Pieter Pottas  
Chief Operating Officer and Interim Chief  
Executive Officer (Malaysia)

Prof. (Dr.) Bodh Raj Mehta  
Vice-Chancellor, Jaypee Institute of  
Information Technology, Noida

Date:

Date:

**In the presence of:**

Prof. Dr. Jason Turner  
Head, Southampton Malaysia Business School

Date:

**In the presence of:**

Prof. (Dr.) Anubha Vashisht  
Director, Jaypee Business School, Noida

Date: