

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**



**SAMBALPUR UNIVERSITY, JYOTI VIHAR, BURLA, INDIA**

**AND**



**SEGi UNIVERSITY, SELANGOR, MALAYSIA**

**Year - 2022**



**THIS MEMORANDUM OF UNDERSTANDING** is made on the

**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** ((Registration No. : 198301004966 (Company No. 100589-U)), a company incorporated under the Companies Act 2016 and having its registered address at 6<sup>th</sup> Floor, SEGi University, 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 endeavor 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, endeavor to take necessary steps to encourage and promote cooperation in the following areas:
  - a. Academic program collaboration;
  - b. Articulation or credit transfer arrangements;
  - c. Student exchange programs or programs for exchange of learning experiences;
  - d. 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

- 2 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**

1. 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 be 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**

1. 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.
2. 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:

**ARTICLE VIII**  
**FORCE MAJEURE**

The term Force Majeure as employed herein shall mean any unforeseen event of either party that delayed, hinders, either temporarily or definitely or prevented or is otherwise frustrated



by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance obligation under this MoU and as from the date of that notification where upon both parties will be relieved from such obligations reciprocal obligation.

**ARTICLE IX**  
**SWORN STATEMENT**

We have read and understood the content of this MOU and that the information furnished herein is accurate to the best of our knowledge.



To: **SAMBALPUR UNIVERSITY**

Prof Dr Biswajit Satpathy  
Department of Business  
Sambalpur University  
Tel: 9437346817  
Email: satpathybulu@gmail.com



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)**


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 , in four (4) 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

  
Prof B Satpathy  
Professor, Department of Business  
Administration, Sambalpur University  
Jyoti Vihar, Burla  
Odisha, India-768019



For and on behalf of )  
**SEGI UNIVERSITY SDN BHD** )

In the presence of:

  
Name: Prof Dr Doris Alexius  
Designation: Deputy Vice-Chancellor  
SEGi University

  
Assoc Prof Norman Chu Su Jiun  
Deputy Vice-Chancellor  
SEGi University



## Appendices

Project to be initiate together with this MOU.

No	Activities	Organiser	Time line
1	Post-graduate workshop (online)	Sambalpur and Segi	June 2022
2	Research Grants Collaboration	Sambalpur and Segi	January 2022- December 2023
3	International Conference	Sambalpur Co-Host	August 2022 & August 2023

