

ST. JOSEPH'S DEGREE & PG COLLEGE

Autonomous, Affiliated to Osmania University
A Catholic Christian Minority Institution (Co-Education)

MEMORANDUM OF UNDERSTANDING

BETWEEN

**ST. JOSEPH'S DEGREE & PG COLLEGE
ABIDS, HYDERABAD**

AND

**BERJAYA UNIVERSITY COLLEGE,
MALAYSIA**

F. D. D. D.



This Memorandum of Understanding is made on the **14 October, 2019** day of **Monday**

between:

**ST. JOSEPH'S DEGREE & PG COLLEGE,
AUTONOMOUS, AFFILIATED TO OSMANIA UNIVERSITY,
5-9-300, Caprotti Hall Building, Gunfoundry, Abids, Hyderabad,
Telangana State, 500001, India**

and

**BERJAYA UNIVERSITY COLLEGE
Operated by Berjaya Higher Education Sdn Bhd (Co. No. 517518-V)
Level 11 West Berjaya Times Square
No 1 Jalan Imbi
55100 Kuala Lumpur
Malaysia**



RATIONALE

ST. JOSEPH'S DEGREE & PG COLLEGE, (hereinafter refer as "**ST.JOSEPH'S HYDERABAD**") and **BERJAYA UNIVERSITY COLLEGE** (hereinafter refer as "**BERJAYA UC**") have agreed to establish a close working relationship through the pursuit of initiatives for the mutual benefit of both parties, and for purposes more particularly set forth herein.

Both institutions believed that mutual benefit may be obtained through collaborative activities and hereby recorded their intentions.

It is therefore agreed:

- 1.1 The parties will work together to develop and foster a collaborative relationship through different areas of potential mutual interest.
- 1.2 In particular the parties may consider areas of potential mutual interest, including but not restricted to the following:
 - A) Exchange of teaching and research personnel.
 - B) Exchange of students.
 - C) Co-operative development of courses and academic programmes.
 - D) Capacity development through opportunities for the further training of University staff in learning and teaching or in subject areas.
 - E) Development of joint education, social, scientific and/or technological research projects.
 - F) Internship opportunities for students.
 - G) Any other activity of mutual interest regarding academic or research matters.

2. COLLABORATIVE ARRANGEMENT

To facilitate the collaboration between the parties, the parties anticipate such arrangements, including but not limited to the following:

- 2.1 **ST.JOSEPH'S HYDERABAD** and **BERJAYA UC** will work together on promoting the activities as stipulated in Clause 1.2.
- 2.2 Discussions will be held to update both parties on current project, development plans, opportunities for collaborative activities and areas of common interest. Due to potential travel constraints of both parties, meetings may be conducted via phone, video conferencing or other suitable media as agreed between the parties.



- 2.3 Both parties will engage in dialogue with a view to creating mutual pathways for programme of mutual interest.
- 2.4 The implementation of any of the types of cooperation stated in clause 1.2 shall depend upon the regulatory framework, availability of resources and financial support at the institutions concerned.

3. COMMENCEMENT AND TERMINATION

This Memorandum of Understanding shall commence on the date of signing and shall remain in force and effect for **FIVE (5) years** unless either party has given the other not less than **THREE (3) months'** notice in writing of intention to terminate the Memorandum of Understanding or until a formal agreement supersedes any or all of the conditions listed in this Memorandum. This Memorandum of Understanding may be revised and/or renewed upon mutual consent between both parties.

4. FINANCIAL CONSIDERATIONS

Both parties will discuss to reach an agreement on the funding and financial reimbursement which may result from the co-operation contemplated in the execution of the collaborative arrangements which are mutually beneficial to both parties.

5. RELATIONSHIP

This Memorandum of Understanding does not set up or create any agency relationship or a partnership of any kind. Each party is individually responsible only for its obligations as set out in this Memorandum of Understanding.

6. NOTICE

All notices required to be given under this Memorandum of Understanding shall be in writing sent to the address of the party as set out in this Memorandum of Understanding. Any notices may be delivered by a party to the other by post or facsimile addressed to the other party or by email, addressed to an authorised representative designated by the respective party.

7. NON-BINDING

The parties agree that this Memorandum of Understanding shall not serve as a legally binding document, save and except for **Clause 10** which shall be legally binding on the parties hereto. It is merely to express the intent between the parties hereto.

8. COSTS

Each party shall be responsible for its own costs incurred pursuant to and under this Memorandum of Understanding, including but not limited to such costs and expenses incurred in developing and negotiating a formal definitive agreement.

9. CO-OPERATION

At all times during this Memorandum of Understanding the parties shall co-operate with each other and act in good faith to resolve any dispute or disagreement touching on or concerning this Memorandum of Understanding.

10. CONFIDENTIALITY

10.1 The parties hereto shall keep confidentiality, and will not at any time use, divulge or communicate to any person other than to their respective officers, employees or agents (on a need to know basis only) and such representatives of the respective government or regulatory authority of the parties, all information and documents prepared, issued and collated by any of the parties hereto in connection with the arrangement(s) between the two parties, this Memorandum of Understanding and the fact that any negotiations carried out by both parties and shall not divulge any of the same to any third party without the consent or authorisation of the other party unless the disclosure of such information or document is required by law, any court order or pursuant to any directive (whether administrative, investigative or otherwise) of any relevant authorities or consented to in writing by the relevant party.

10.2 Any announcements proposed to be made by any party in respect to the arrangement described herein, this Memorandum of Understanding or the negotiations pertaining thereto, shall only be made after the prior written consultation with the other party.

10.3 The restriction under this clause shall continue to apply after the termination of this Memorandum of Understanding without limit in point of time but shall cease to apply to information which is in the public domain.

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A handwritten signature in blue ink, appearing to read "F. Deary", located in the bottom right corner of the page.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands on the day and the year first above written.

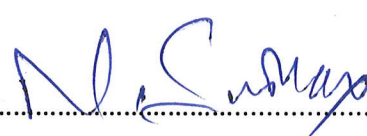
SIGNED BY Rev. Fr. Dr. D. Sunder Reddy
Principal


Principal
St. Joseph's Degree & PG College
(Extended Campus), Gunfoundry, Hyderabad-01.

For and on behalf of
ST. JOSEPH'S DEGREE & PG COLLEGE

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In the presence of

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SIGNED BY EMERITUS PROFESSOR WALTER WONG
CHIEF EXECUTIVE AND VICE-CHANCELLOR

For and on behalf of
BERJAYA UNIVERSITY COLLEGE

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In the presence of

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