



Memorandum of Understanding

Between

International Skill Development Corporation [ISDC]

And

GLA University

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at GLA University, Mathura on 7th Day of April in the Year 2023.

BETWEEN:

ISDC Projects India Pvt. Ltd, trading as “ISDC - International Skill Development Corporation” and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka – 560052, represented by its Head – Strategic Partnerships Mr. Shone Babu, hereinafter referred to as “ISDC” or FIRST PARTY.

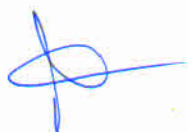
AND

GLA University is a private University in Mathura, Uttar Pradesh. It has been declared fit to receive central assistance under Section 12B of UGC Act, 1956 after proper assessment for the same by the UGC. It is recognized by University Grants Commission (UGC), and has been accredited by the National Assessment and Accreditation Council (NAAC) with ‘A+’ Grade, represented by its honourable Registrar, Shri Ashok Kumar Singh hereinafter referred to as “GLA University, Mathura” or SECOND PARTY.

Both Parties as above have expressed a desire of entering a Memorandum of Understanding to meet their respective objectives, which are set out herein below.

WHEREAS

- a. The First Party - ISDC, an Education & Skill Development Company having expertise in Professional & Vocational Education and is interested in associating with the Second Party to develop new courses or update / upgrade the existing



courses and further promote & deliver those as mentioned in the Annexure 1 of this MoU.

- b. The Second Party –GLA University; on its part is interested in associating with First Party for using their expertise to develop new courses or update / upgrade the existing courses and further promote & deliver those as the PG Programs of GLA University with their Academic Autonomy and Degree Awarding Power.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

This Memorandum of Understanding (“MOU”) is not, and is not intended to be, legally binding except as specifically set out below.

1. The First Party shall support the Second Party to develop the PG Courses/Offerings mentioned in the Annexure 1 of this MoU. The students enrolled for these courses/offerings can access additional Qualifications/ Memberships/ Designations/Accreditations from the respective External Professional Organisations mentioned in the Annexure 4.
2. It is the responsibility of the Second Party to get the necessary approvals for running the program at GLA University. The final approved syllabus by the Board of Studies and Academic Council of GLA University for the courses/offerings.
3. The First Party can use the name of the Second Party for promoting this Partnership. The Second Party can also use the name of First Party for advertisements and promotional purposes.
4. The admission criteria and the number of seats for the programs are fixed by the Second Party in consultation with the First Party.
5. The First Party provides digital version of the relevant Learning Materials to the



students enrolled.

6. The First Party provides additional training support/ master classes to the students enrolled for programs at the campus and the number of hours per subject / per module is given in the Annexure 2. If the number of students enrolled for the program is less than 20, the training will be done through Online Mode by using the LMS of the First Party.
7. All responsibilities regarding registration of the students with the Professional Bodies should be dealt with by the First Party. The students must follow the rules and regulations of the respective Professional Body to appear for the examination and pursue the qualification/membership and designation.
8. Out of the Tuition Fees Collected, the Second Party has to make the necessary payment to the First Party as per the Annexure 3.
9. The relevant fee to the Professional Body must be paid by the students directly as per the rules and regulations set by the professional body from time to time as per the Annexure 4.
10. The complete list of Students of the course shall be provided to the First Party by the Second Party. Changes in Students if any, shall be communicated by the representative of the Second Party to the First Party immediately.
11. The University will comply by providing the required documents for Professional Body Accreditation, academic program guide with details of the integrated syllabi and sample question papers within 30 days from the date of MOU signing.
12. It is intended that the terms of this MoU will remain in force for an initial period of Three Years set out above i.e., the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause (13). The MoU can be extended for further periods after the expiry of Three Years upon the Parties mutually agreeing such



extension in writing. The terms of this Memorandum may be modified at any time by both Parties on mutual consent.

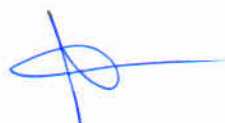
13. Either Party shall be entitled to terminate the MOU on 60 days' notice. The MoU will automatically terminate:

- Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
- Terminates any Binding Agreement for cause.
- In the event of the termination of the agreement, the First Party agrees to complete the existing batches on agreed terms.

14. All Intellectual Property created by a Party in connection with the collaboration shall remain the property of that Party. The Parties agree that any material jointly created by the Parties for the collaboration shall be jointly owned (based on the Contributions) by the Parties, unless otherwise agreed in writing.

15. Where the collaboration reasonably requires the use by one Party of Intellectual Property that is owned by the other Party (the "IPR Owner"), the IPR Owner will license such rights to the other Party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration. Any such license will automatically terminate when the MoU is terminated.

16. For the purposes of this MoU, "Confidential Information" shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either Party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including Financial Information, Training & Learning Material, Trade Secrets, University / College Lists, Trade and Commercial Details and Computer Software and Databases, the Contents of all Reports and Documentation prepared by either Party or on its behalf and any other information of a confidential nature designated by a Party as confidential; Each of the Parties shall at all times while this MoU remains in force and after it has terminated, keep



confidential the Confidential Information except where:

- The Confidential Information was already lawfully known, or became lawfully known to either of the Parties independently.
- Disclosure or use is necessary by either of the Parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
- Disclosure is required by law to any Government, Governmental Department, Agency, Regulatory or Fiscal Body or Authority (whether national or foreign) and their Authorised Agents (including professional advisors);
- The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies.
- Each Party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other Party.

17. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration as per the **Arbitration and Conciliation Act, 1996** and in case of any disputes not settled due to arbitration it will be subject to the courts of Uttar Pradesh Jurisdiction.

Each Party hereby confirms its agreement to the terms contained in this MOU on this 7th day of April, 2023.

On behalf of

GLA University, Mathura


ISDC

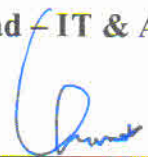
Shri Ashok Kumar Singh

Dr. Vinod Kumar Murti

Registrar

National Head - IT & Analytics







IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

On this 7th day of April, 2023.

Witness:

GLA University, Mathura

ISDC

Prof. (Dr.) Anurag Singh
Director – IBM

Mr. Siddhant Chandel
Regional Manager – Business Relationship

