



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the date of the last signature below ("16-May-2019") by and between VMware International Limited of 70 Sir John Rogerson's Quay, Dublin 2, Ireland ("VMware") and GLA University of 17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.) INDIA ("GLAU").

The purpose of this MOU is to document, among others, the parties' intentions of collaborating in VMware's institutional alliances program – Center of Excellence (CoE) ("Purpose").

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Scope of activities.**

- (a) VMware will undertake the following activities:
 - (i) Design various training programs for engineering students and faculty members in the area of Virtualization and Cloud technology ('Training Programs'). VMware current list of Training programs is attached hereto;
 - (ii) Support University to delivering various Training Programs for engineering students and faculty members in the identified areas, in India, on case-to-case basis;
 - (iii) Support with training Materials and certificate of participation to the training attendees;
 - (iv) Undertake the selection of trainees, monitor Training Programs, evaluate trainer and trainees performance.
 - (v) Allowing use of VMware logo as per VMware's brand use guidelines and each use is preapproved by VMware in writing for use in name-boards, promotions, required for the courses, etc.
- (b) GLAU will undertake the following activities:
 - (i) Provide the necessary infrastructure such as classrooms, laboratories, workshop training, audio visual equipment, copying facilities, for conducting the various training programmes as per the requirement of VMware;
 - (ii) University shall manage student admission for engineering students, technicians, and faculty members for the VMware Training Programs and projects;
 - (iii) In case of project work: to allow / facilitate students to carry out project work as part of learning and hands on experience;

- (iv) Support VMware to do promotion and marketing of various Training Programs to get admissions for the courses from time to time, including online and additional marketing efforts for getting maximum participation for the courses; and
 - (v) Put a name board of institution with prominent use of VMware brand (both logo as well as name) outside/inside their facilities.
2. **Non-binding engagement.** Notwithstanding any provisions to the contrary, the parties hereby agree that this MOU is not intended to create a legally binding relationship between parties hereto and that no cause of action at law or in equity is intended or created by this MOU, save for Clauses 2 to 11 herein, which have been specifically expressed to be binding in order to facilitate negotiation and provided always that if this MOU is terminated for any reason whatsoever, then the provisions of Clauses 2 to 11 herein shall continue to apply. No party shall have any other legal obligation or liability to the other unless and until definitive written agreements are executed by duly authorized representatives of each party.
3. **Non-exclusivity.** For the avoidance of doubt, the arrangement between the parties as described herein is on a non-exclusive basis and nothing herein precludes either party from entering into similar arrangements with other third parties or like partners.
4. **Confidentiality.** The parties agree to the following:
- (a) By virtue of this MOU, the parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information shall include all information clearly marked or identified as confidential and any other information which would reasonably be understood to be confidential.
 - (b) A party's Confidential Information shall not include information which (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of the MOU.
 - (c) The parties agree, both during the term of this MOU and for a period of one (1) years after termination of this MOU, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this MOU.

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[Signature]

- (d) If in order to fulfil the purposes of this MOU it is necessary for the party receiving Confidential Information to copy all or a portion of the Confidential Information of the disclosing party, the receiving party may do so for the said purposes and no other purpose.
 - (e) Upon termination of this MOU, whether by termination or otherwise, whichever is earlier, each party shall immediately return the Confidential Information of the other party or shall certify in writing signed by its authorized representative that the Confidential Information of the other party has been destroyed.
5. **No claims.** Except for the confidentiality obligations in Clause 4, no party shall make a claim against, or be liable or obligated to, the other party or its affiliates or agents for any damages or costs, including direct, indirect, special, incidental, consequential, or punitive damages, under any theory of law, including, without limitation, damages or costs for lost profits or business opportunity or injury to business reputation as a result of:
- (a) the failure to fulfil any obligation, expectation or evaluation described in this MOU;
 - (b) any act or omission by a given party hereunder; or
 - (c) failure to enter into any other agreement.
6. **Costs.** Each party shall bear all of its costs and expenses which it may incur in fulfilling its obligations and responsibilities set forth in this MOU.
7. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of Singapore, without regard to conflict of law principles, and the parties submit to the exclusive jurisdiction of the Singapore courts.
8. **Resolution of disputes.** If any question or situation should arise which is not expressly provided for in this MOU, the same shall be resolved by joint consultation between the parties in the spirit of mutual cooperation.
9. **Term.** The duration of this MOU shall be one (1) year commencing from the Effective Date.
10. **Termination.** This MOU may be terminated by either party giving the other party ninety (90) days' prior notice in writing.
11. **Agency & Third Party Rights.** This MOU does not create any agency, partnership or business relationship between the parties. Save as aforesaid, a person who is not a party to this MOU has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term thereof. In particular and to the extent legally possible, the parties specifically exclude the application of any law in Singapore or elsewhere which provides that any third party has the right to enforce this MOU.

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[Signature]



IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, effective as of the Effective Date.

VMWARE INTERNATIONAL LIMITED

By: 

Print Name: MAYANK SRIVASTAVA

Title: _____

Date: _____

GLA University

By: 

Print Name: A. K. Singh

Title: Registrar

Date: 16/5/19

Profilety Consulting Pvt Ltd
(Vmware Education Partner)
Referred as - Profilety

and

GLA University, Uttar Pradesh
Referred as - GLAU

enter into following Agreement for Execution

Agreements

- (1) The following services shall be provided by PROFILETY to support GLAU–
- a. Execute various Training programs engineering students and faculty members in the identified areas i.e Cloud Computing, on case-to-case basis. The offering of PROFILETY Training programs as on date is attached along with for ready reference of GLAU.
 - b. Provide the trained faculty for conducting the various programmes, as required – also organize Train the Trainers Program to have inhouse full time / part-time faculty, as required for GLAU on chargeable basis.
 - c. Provide Master Sets/ Training Kit of Training Material / Manuals etc. to GLAU
 - d. Assessment & Certification of the courses and participants. Keep a record of each certificate / trainee. Providing Certification to the participants.
 - e. PROFILETY shall provide Certifications like VMware Certification from VMware India for programs / candidates on additional payment, as per mutual discussion and agreement with GLAU.
 - f. PROFILETY shall provide an affiliate authorisation letter to GLAU for usage as per requirement. PROFILETY shall also provide visibility to GLAU as an affiliate in its website and any other promotions relevant to GLAU.
- (2) GLAU shall be responsible for the following activities –
- a. Put a name board of institution with PROFILETY Affiliation clearly shown (both in logo as well as written format) outside/inside their premises.
 - b. Provide the necessary infrastructure such as classrooms, laboratories, workshop training, audio visual equipment, copying facilities, for conducting the various training programmes as per the requirement of PROFILETY.
 - c. Provide the necessary utilities, such as power, water, etc. as required for the training center (if available).
 - d. To engage the GLAU in confidence of PROFILETY. Also to deploy the trainers and organize 'Train the Trainers' program at GLAU campus learning with support of PROFILETY.





- e. GLAU shall manage student admission/nominatons for engineering students, Faculty & technicians for the training programs and projects.
- f. GLAU shall collect Tuition / Sponsorship fees, other fees & deposits from trainees. PROFILETY shall manage the accounting and taxation as per the Indian laws.
- g. Support in organising facility for industrial training of the trainees at Industry Works / Project sites subject to availability – known to GLAU

(3) Financial Arrangement –

- a. GLAU shall be self-funded for all operations. GLAU should pay the training fee collected from the students to Profilety through Cheque after deducting the amount for student development & support.
- b. All operating expenses relating to training, such as maintaining the infrastructure, water, audio-visual equipment, etc. including electricity will be borne by GLAU
- c. All expenses relating to the Accommodation, Boarding & Lodging of the faculties and PROFILETY personels visiting the campus from time to time will be borne by GLAU.
- d. All expenses related to organizing the training within the campus, shall be borne by GLAU. In addition GLAU shall pay a mutually agreed amount towards providing the training material to GLAU, if multiple copies are procured by GLAU.
- e. All relevant statutory taxes and returns shall be the liability of respective parties only.
- f. PROFILETY shall be paid an Annual Fees of Rs. **2.05 Lakhs (Rs. 2,05,000)** against signing-up of this agreement by GLAU latest by 01/05/2019. **Which includes training of 41 students and certificate of participation from VMware Education**, Failing to this MOU will be cancelled and would be treated as void.

- (4) The intellectual property belongs to the respective parties. Any un-authorized usage of any training material and or any intellectual property delivered as a part of training or training delivery, which is provided by PROFILETY or its associates, or its copying for self-use or use by any other related or un-related companies of GLAU, shall result in immediate termination of this agreement and claim of damages by PROFILETY to GLAU

Period of validity

- (1) This contract is revocable and has a duration of 1 year, from the date of signing by both the parties.
- (2) After a period of 1 years, the extension of this contract for another 1 year shall be decided mutually and agreed and signed as a written agreement.

Termination of contract

- (1) If gross negligence is proven or otherwise, the contract can be terminated by either party. This shall include any negligences on the Intellectual Property Rights of any individuals or organisations, or non-interest of any partner to go ahead with this agreement, for any reason whatsoever.
- (2) At termination or end of the contract "GLAU" will:
 - a. Stop using the terminological link to PROFILETY and abstain from utilizing any connected Services



- b. Destroy all notices of the link between "GLAU" and PROFILETY and the connected services as well as all public relations and advertisement material on this subject.
- (3) The termination in any way shall not affect any assignment which is under progress and any payments due to either of the parties by the other party, and the termination clause shall be applicable on the party / project, only after completion of the assignment and clearing any payment dues.

Final provisions

- (1) This contract is complete concerning its content. No other stipulations exist. Changes and additions to this contract demand a written form for their validity.
- (2) Place of jurisdiction for any business dispute is Chandigarh, India. First options shall always be mutual negotiations and discussions or arbitration within the best practices of the Indian national laws. Single arbitrator shall be appointed by mutual consent of both the parties within 30 days of failure of dispute settlement by mutual negotiations and discussions.
- (3) In case any individual agreement of this contract is or becomes invalid the other regulations are not affected. The invalid regulation is to be replaced by another valid regulation which comes closest to the parties' intended agreement.
- (4) Standard Force majeure clause as applicable in India shall apply.

Signed in City Name on dated. Mathura, 16/5/19

On behalf of GLA UNIVERSITY, Authorised Signatory



Mr.

Name: A. K. Singh

Designation: Registrar

GLA University, 17km Stone, NH-2, Mathura-Delhi Road Mathura, Chaumuhan, Uttar Pradesh 281406
+91 5662-250900, Fax +91 5662-241687 www.gla.ac.in, admissions@gla.ac.in

On behalf of PROFILETY, Authorised Signatory



Mr.

Name:

Designation:

Profilety Consulting Private Limited (VMware Education Partner), C-203, 4th Floor, World Tech Tower, Mohali Industrial Area, Phase 8B, Sector-74, Mohali, Punjab - 140308, www.profilety.com, info@profilety.com, Helpline 8851-355002