



MEMORANDUM OF UNDERSTANDING
BETWEEN




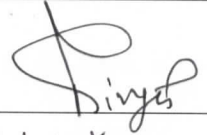


IMPERIAL ENGLISH UK
&
GLA University, Mathura (UP), INDIA

Party A	IMPERIAL ENGLISH UK PRIVATE LIMITED, CIN Number U80900GJ2021PTC122139, having its registered address at: 405 Ashirvad Paras 1, SG Highway, Ahmedabad, Gujarat, 380051.
Party B	GLA University, Mathura (UP), INDIA
	To achieve a mutually beneficial, successful and sustainable collaboration that is complimentary of their respective resources and competences, both parties, hereby agree upon the following covenants, mutual terms conditions outlined in this Memorandum of Understanding (MoU).
Territory	India
1. PRINCIPLES	
	Develop a partnership that is aimed at placing the partner amongst the most technologically advanced organisation offering global English language skills and professional development courses to participants (students, teachers and professionals). 100% digital, blended and hybrid.
	Collaborate on activities that act to facilitate academic and business cooperation between two countries of the parties.
	Recognise the importance of education, skills and training in the development of the nation and in the preservation of its values, ethics, traditions and virtues.
	Expand activities in the field of English language and professional skills training in a spirit of equality, reciprocity and mutual benefit in partnership.
2. AREAS OF COLLABORATION & COOPERATION, RESEARCH CENTRE FOR SKILL DEVELOPMENT	
	In collaboration,
	a) Develop English language skills and professional skills development provision through joint activities and services, exchanges, research and innovation to meet the needs of industry, government and non-government organisations nationally and internationally.
	b) Develop joint qualifications and professional skills development training programmes for students, teachers and educators.
	a) Promote research, innovation and technology in English language teaching and learning.
	c) Offer qualifications and professional training programmes to potential partners/associates in the territories covered by this MoU.
	d) Other areas as mutually decided in writing upon by both parties as the need or opportunity arises.
3. ADMINISTRATION	
	The administrative responsibilities for implementing this MoU shall be carried out by both parties.
4. RESPONSIBILITIES – PARTY A	
	a) Imperial English UK will provide all required support to Party B to offer the proposed courses (Annexure A)
	b) Provide the curriculum, syllabus and framework to deliver the proposed courses.

	c) Organise business and academic UK visits for executive staff, partners, school administrators, and teachers
	b) Provide appropriate access to the following apps to Party B and its affiliated training partners/centres. <ul style="list-style-type: none"> • IEUK Test App: Initial / Placement Test • IEUK Student App: Learning English Language • IEUK Teacher App: Teaching English Language • IEUK TESOL App: Training for English Language Teachers • IEUK Connect App: Notifications for students, teachers and staff • Personalised/customized website.
	c) Award the Imperial English UK or joint certification (optional) to all participants on successful completion of the courses.
	d) Provide TESOL training to selected English language teachers.
	e) Provide portal management training to Party B nominated admin staff.
	f) Authorise Party B to promote the courses across the territory.
5. RESPONSIBILITIES – PARTY B	
	a) Deliver and teach the proposed courses. Courses can be offered to students in combinations e.g., General English & Academic English or as single courses. The mode of delivery full-time / part-time, timetables, hours of study per week etc. is to be decided by Party B.
	b) Allocate / Appoint qualified teachers to teach / deliver the courses.
	c) Responsible for paying the costs involved in delivering the courses e.g. internet connection, electricity bills.
	d) Manage the delivery provision with appropriate facilities and services e.g. device, internet, health and safety regulations, teachers.
	e) Promote the collaboration in skill development ecosystem with the relevant key stake holders in the territory.
	* f) Provide support to Party A in delivering training courses for teachers, admin staff.
Course Delivery/Teaching Terms	
	The courses will be delivered online or face to face, 100% digital, hybrid and blended learning.
Teaching Faculty	
	The courses will be taught by teachers, appointed or allocated by Party B. Recommended selection criteria by Party A: <ol style="list-style-type: none"> 1. English language proficiency Level: equivalent to C1 or IELTS 6.5 2. Teaching experience: 2+ years 3. Minimum qualifications: equivalent to a bachelor degree / diploma
	The courses are taught by teachers, appointed or allocated by Party B. The remuneration of the teaching faculty will be decided and paid by Party B.
	Selected teaching faculty will be trained and supported by Party A without any cost to Party B.
Assessment Terms	
	Portfolio based assessment or 'End of course assessment' (optional)
Awards Terms	
	After successful completion of each course students will be awarded e-certificates by Party A or jointly between Party A & B <ul style="list-style-type: none"> • Elementary Certification • Intermediate Certification



	<ul style="list-style-type: none"> Advanced Certification
	Financial Terms
	The course fee to charge students will be decided and collected by Party B in a local currency. All fees collected from students will be kept by Party B.
	Minimum participant age
	The minimum participant age is 12+ years
6. PAYMENT TERMS	
	a) Party B agrees to pay the course subscription fees detailed in Annexure B to Party A. The course subscription fee is inclusive of the e-certificate fee.
	b) All payments will be in advance for the course fee or within 30 days of receipt of the invoice from Party A
	c) There is not any requirement for Party B to pay any fees or deposit at the time of signing this MoU.
7. DURATION AND TERMINATION	
	This MoU will commence from the day of signature and will continue thereafter for one year.
	The MoU may be terminated by both parties within thirty days of a written notice for any reason whatsoever. There is no obligation for both parties after the termination of the MoU Each Party must continue to fulfil any obligations accrued before the effective date of such termination.
	The MoU may be renewed by both parties for another term as per mutual understanding after the expiration of the term.
	<p>Either Party shall have the right to terminate this MoU by notice in writing with immediate effect if the other Party:</p> <p>(a) Has committed a material breach of its obligations under this MoU and has failed to remedy such breach within 30 days after being given notice requiring it so to do; or</p> <p>(b) Goes into liquidation, either compulsory or voluntary (save for the purpose of reconstruction or amalgamation without insolvency), or shall have a petition for winding up presented against it, or shall make any assignment for the benefit of or enter into any MoU or arrangement with its creditors for the liquidation of its assets by composition or otherwise.</p>
8. FORCE MAJEURE	
	Neither Party shall be liable for failure to meet their obligations due to event of Force Majeure. Force Majeure is taken to mean events, including but not limited to strikes, blockade, war, riots, natural disaster, acts of God, refusal of license by State/ Central Government authorities, court orders, in so far as such event(s) prevents or delays either Party from fulfilling its obligations hereunder. In case the Force Majeure conditions continue for more than fifteen (15) days, Parties shall discuss the effect of such conditions on this MoU and mutually decide the course of action to be followed, including but not limited to termination of this MoU
9. CHOICE OF LAW/FORUM	
	The provisions of this MOU shall be governed by and construed in accordance with the applicable Indian laws.

10. CONFIDENTIALITY OBLIGATIONS	
	In connection with this MOU and the terms herein provided, all parties may exchange certain confidential information (the "Confidential Information"). All parties shall keep confidentiality of all data and other information supplied to it by the other party under this MOU and shall not sell or otherwise make that information available to any third parties, except if such information is publicly known or if such disclosure is required by law or a regulatory order. Each party shall restrict all confidential information to its staff and employees on a "need to know" basis. This obligation shall survive the termination of this MOU.
11. AMENDMENT AND WAIVER	
	This MOU contains the entire MOU between the parties and the provisions hereto may not be amended, modified or waived, and no such amendment, modification or waiver shall be effective, unless agreed mutually, made in writing and executed under seal on behalf of the parties.
12. RESOLUTION OF CONFLICT	
	Amicable settlement: The parties shall, in first instance, seek to resolve any dispute amicably through mutual consultation.
	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to the arbitrator. The decision of the arbitrator shall be final and binding on all the parties.
13. NON-DISCRIMINATION	
	In performing this MoU, the parties agree not to discriminate based on age, race, national origin, veteran status or religious orientation. To the extent it is internationally practicable; the parties also agree to reasonably accommodate individuals with disabilities.
	In witness of the terms of this MoU, signatures of the following authorized representatives of the parties are affixed. This MoU is made in duplicate in English, the two texts being equally authentic.
14. SIGNATURE AND SEAL	
On behalf of the party A	On behalf of the party B
Signature: 	Signature: 
Print Full Name: Dr. Govind Desai Position: Director	Print Full Name: Mr. Ashok Kumar Singh Position: Registrar
Organisation's seal 	Organisation's seal Ashok Kumar Singh Registrar GLA University 17 Km. Stone, NH-2, Mathura-Delhi Road P.O.-Chaumuhan, Mathura (U.P.) INDIA
Date 23-08-2022	Date 11-11-2022 

Annexure A:

'The Courses are defined as per Annexure A of this MoU'.

Elementary course: Duration 75 hours (IELTS 3.5-4.5 & CEFR A2-B1)

1. General English: 60 Hours
2. Academic English: 15 Hours

Intermediate course: Duration 90 hours (IELTS 4.5-5.5 & CEFR B1-B2)

3. General English: 60 Hours
4. Academic English: 30 Hours

Advanced course: Duration 90 hours (IELTS 5.5-6.5 & CEFR B2-C1)

5. General English: 60 Hours
6. Academic English: 30 Hours

TESOL courses:

7. Foundation Level: 40 Hours (Self Study)
8. Professional Level: 50 Hours (50 hours self-study + 10 hours online workshops)
9. TESOL Level 5: 30 Hours (Online Workshops)

More details about the courses, please visit: <https://imperial-english.com/courses>

Annexure B:

Both parties agree to the below detailed methods to acquire the payments for the training and certification. Party B agrees to pay the Course Subscription fees detailed in the table below to the Party A.

Course Levels	Course Options	Duration (Hours)	Fee (₹)
Elementary	1. General English Course	60	₹1600
	2. Academic English Course	15	₹800
Intermediate	3. General English Course	60	₹1600
	4. Academic English Course	30	₹800
Advanced	5. General English Course	60	₹1600
	6. Academic English Course	30	₹800
TESOL	7. Foundation Level	40	₹1600
	8. Professional Level	50	₹3500
	9. TESOL Level 5	30	₹45000

The share of the fees collected by Party B is to be swift transferred to Party A's bank account IN India mentioned below:

In India

Account Name: Imperial English UK PVT LTD

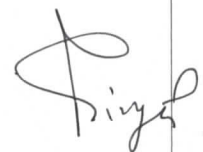
Bank Name: ICICI Bank Ltd

Bank Address: 100 Feet Road Branch, Ahmedabad, 380015, Gujarat, India

Account Number: 058605004173

ICICI Swift Code: ICICINBBCTS

GST Number: 24AAGCI1175B1Z2



Ashok Kumar Singh
Registrar

GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA