

MEMORANDUM OF UNDERSTANDING

८८ BETWEEN २२

IMPERIAL ENGLISH UK
&
ORIENTAL UNIVERSITY INDORE, INDIA

Party A Imperial English UK, Imperial House, 126 Petersfield Road, B28 OBD, Birmingham, UK
Party B Oriental University, Opp. Rewati Range, Gate No. 1, Jakhiya, Sanwer Road, Indore, 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

Set up the Imperial English UK Centre of Excellence that is aimed at placing the partner amongst the most technologically advanced organisation offering global English language skills & 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

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, professional skills development training programmes in collaboration with the government regulated awarding and professional bodies nationally and internationally.
- c) Promote research, innovation and technology in English language learning and professional skills development programmes.
- d) Offer qualifications and professional training programmes to potential partners/associates worldwide.
- e) 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 run the proposed “Imperial English UK Centre of Excellence” at the partner’s premises.
- b) Provide the curriculum, syllabus and framework to deliver British/European Standard English language and skills development courses.
- c) Organise business and academic UK visits for executive staff, partners, associates, teachers and students.

- d) Provide help and support to Party B and its training providers in delivering the Elementary, Intermediate and Advanced English language course. The courses are defined as per Annexure A of this MoU.
- e) Provide appropriate access to the following apps to Party B and its affiliated training partners/centres.
 - 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.
- f) Award the qualification and certification to all participants on successful completion of the courses.
- g) Provide training to English language teachers.
- h) Provide portal management training to Party B nominated admin staff.
- i) Authorise Party B to promote the courses across the territory.

5. RESPONSIBILITIES – PARTY B

- a) Deliver/teach the courses as per standard provided by Party A.
- b) Allocate / Appoint teachers to teach / deliver the courses.
- c) Responsible for paying the costs involved in teaching/delivering the courses e.g. internet connection, electricity bills.
- d) Manage the teaching/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 the 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.

Minimum selection criteria:

1. English language proficiency Level: As per university norms.
2. Teaching experience: As per university norms.
3. Minimum Qualification: As per university norms.

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.

All the teaching faculty will be trained and supported by Party A without any cost to Party B.

Course Delivery/Teaching Terms

The courses are delivered online or face to face, 100% digital, hybrid and blended learning.

Assessment Terms

Portfolio based assessment

End of course assessment (Final exam is an optional)

Awards Terms

After successful completion of each course the following named e-certificates will be awarded.

- Elementary Certification
- Intermediate Certification
- Advanced Certification

Financial Terms

The course fees for students will be decided by Party B in a local currency and an amount of Rs. 2000/- only will be paid to Party A.

Target Group

The minimum participant age is 12+ years

6. PAYMENT TERMS

- a) There is no financial liability, deposit or annual fee for establishing above mentioned centre.
- b) There shall be Rs. 2000/- course fee to be paid to Imperial English UK for every certification program offered through this "Imperial English Centre of Excellence" by the Partner. Imperial English UK will not charge any other fee to the partner including certificate fee.
- c) The Partner is not required to pay any fee or deposit for signing MoU.
- d) Both parties agree to the below detailed methods to acquire the payments for the course fee. The course fee will be decided by Party A (as detailed in Annexure B)
- e) All payments will be in advance for the course fee or within 15 days of receipt of the invoice.

7. DURATION AND TERMINATION

This MoU will commence from the day of signature and will continue thereafter for five years.

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.

The MoU may be renewed by both parties for another term as per mutual understanding after the expiration of the term.

Either Party shall have the right to terminate this MoU by notice in writing with immediate effect if the other Party:

- 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
- 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.

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 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

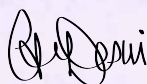
In performing this MoU, the parties agree not to discriminate based on age, race, national origin, veteran status or religious orientation. To the extent it is internationally practicable; the parties also agree to reasonably accommodate individuals with disabilities.

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

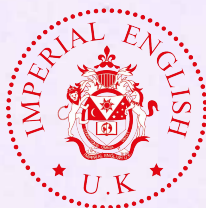
Signature:



Print Full Name: Dr. Govind Desai

Position: Director

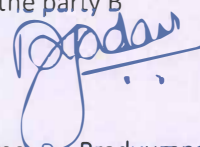
Organisation's seal



Date 7/3/2022

On behalf of the party B

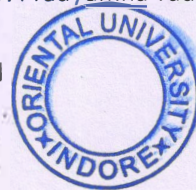
Signature:



Print Full Name: Dr. Pradyumna Yadav

Position: Registrar

Organisation's seal



Date 7/3/2022

Annexure A:

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

1. Elementary course: Duration 75 hours (IELTS 3.5-4.5 & CEFR A2-B1)
 2. Intermediate course: Duration 90 hours (IELTS 4.5-5.5 & CEFR B1-B2)
 3. Advanced course: Duration 90 hours (IELTS 5.5-6.5 & CEFR B2-C1)
- 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. Training Cost will be decided by the Party A (as detailed in Annexure B)'

Party B is agreed to pay Rs. 2000/- for each course to the Party A for the students.

Party B is authorised to charge any fees from the students.

Party A is agreed to train and certify the faculty of Party B free of cost.

Party A shall provide the following services:

1. Training e.g. teachers, admin
2. Awarding certification and online verification
3. Access to Learning Management Systems and Learning Apps
4. Customised/personalised website for registered training centres
5. Sample promotional materials

Annexure C:

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

Party A's Bank Details for the Direct / Swift Transfer

Bank account 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