



24.09.2022

TAMILNADU

Dr. MGR Educational.

and Research Institute.

Chennai - 95.

CS 798114

K. SUNDAR, Stamp Vendor  
L.C.No. 47/5440/E-3/2000  
216, F-Block, First Street,  
Anna Nagar East, Chennai-102

### MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is executed at Chennai on this the **14<sup>th</sup>** day of **DECEMBER 2022**

### **BETWEEN**

**Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) INDIA** (Declared U/s 3 of UGC Act, 1956), having its office at Periyar E.V.R. High Road, (NH 4 Highway) Maduravoyal, Chennai - 600 095, India, represented by its **Registrar Prof.Dr.C.B.PALANIVELU**, hereinafter referred to as the **PARTY OF THE FIRST PART**



R. Anand  
14/12/22



C.B.Palanivelu

D. Anand

**AND**

**ISDC PROJECTS INDIA PVT. LTD**, trading as "ISDC (International Skill Development Corporation)", a Private Limited Company registered in India, Regional Office is at No.10/1, 4<sup>th</sup> Floor, Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka – 560 052 ("**ISDC**"); represented by its **Business Relationship Manager-TN, Mr.ANAND R** hereafter referred to as the **PARTY OF THE SECOND PART**

Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) and ISDC **shall each be referred to in this Agreement as a "Party" and collectively as "the Parties"**

**BACKGROUND**

**A.** ISDC is working with large number of Universities in India & abroad; Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) and ISDC wish to collaborate to explore or provide or facilitate the below listed items in the identified sectors (the "Collaboration");

- Twinning Programs, Joint Degrees and Dual Degrees
- Overseas Higher Study Options - Post Graduate Options for Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) Graduates
- Articulation Arrangement /Credit Exchange - Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) Students can transfer the credit to another International University UG/PG Programs
- Summer Schools Abroad and Host Summer Schools at Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University)



- Semester Exchange Programs
- Faculty Development Programs
- Faculty & Student Exchanges
- Joint Research Collaborations
- Short Term Master Classes
- International Conferences & Seminars/Events

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

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:**

**1. Terms of the MOU**

It is intended that the terms of this MoU will remain in force for an initial period of Three Years set out above, or is otherwise terminated in accordance with the provisions of Clause 4. The MoU can be extended for a further periods upon the parties mutually agreeing such extension in writing.

**2. Scope of Relationship**

- In respect of the Collaboration, the scope, responsibilities of each party and the financial arrangements shall be agreed as per separate specific financial agreements or MoUs signed by the parties from time to time.
- The Collaboration Covers

i. ISDC's Offerings / facilitations mentioned below:

- Twinning Programs, Joint Degrees and Dual Degrees
- Overseas Higher Study Options
- Articulation Arrangement /Credit Exchange
- Summer Schools



*C.B. Palaniappan*



*Abdul*

- Semester Exchange Programs
  - Faculty Development Programs
  - Faculty & Student Exchanges
  - Joint Research Collaborations
  - Short Term Master Classes
  - International Conferences & Seminars/Events
- ii. Any other activities which may be agreed between the parties from time to time in writing.
- iii. Any other commercial arrangements with any third parties required in connection with the Collaboration will be entered upon the agreement of both parties as appropriate.

### 3. Obligations of the Parties

a. Each party warrants that it:

- i. will comply at all times with any applicable laws and regulations, including the provisions of the relevant Data Protection Act and any anti-bribery legislation; and
- ii. it shall not, in the course of the Collaboration, do anything which infringes (or causes the other party to infringe) the intellectual property rights of any third party.
- iii. In order to facilitate the Collaboration and achieve the purpose of this Agreement, ISDC will act with its group companies in UK (International Skill Development Corporation Limited and ISDC Global Services Limited) and other countries, the Connected Party



*C. B. Palanivelu*



#### 4. Termination

- a. Either party shall be entitled to terminate the MOU on 60 days' notice.
- b. The MoU will automatically terminate:
  - i. If either party becomes insolvent or is subject to a change of control;
  - ii. Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
  - iii. Terminates any Binding Agreement for cause.

#### 5. Intellectual Property and Know-How

- a. 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 (in equal proportions) by the parties, unless otherwise agreed in writing.
- b. 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.

#### 6. Confidentiality

- a. For the purposes of this MoU, "Confidential Information" shall include all information (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, Trade Secrets, University/College Lists, Trade and Commercial Details , Computer Software & Databases, the Contents of all Reports & Documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential;

- b. 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:
- i. The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;
  - ii. 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;
  - iii. 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 advisers);
  - iv. The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies;
- c. 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.

## 7. Assignment

Unless this MoU expressly states otherwise, no right or obligation arising under



*R. Aron*



*C. B. Palanivelu*

this MoU may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the parties, except that ISDC may assign to another member of the ISDC Group within the need to obtain prior written consent.

### 8. Governing Law

This MoU (and all discussions and any legal agreements prepared in connection with this MoU) is governed by and construed in accordance with the law of India.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be executed by them on the date, month and year set out above.

*P. Anand*

**ANAND R  
BUSINESS RELATIONSHIP MANAGER  
ISDC PROJECTS INDIA PVT. LTD  
KARNATAKA  
INDIA  
PARTY OF THE SECOND PART**

Date: 14/12/22

*C.B. Palanivelu*

**Prof.Dr.C.B.PALANIVELU  
REGISTRAR  
Dr.M.G.R. EDUCATIONAL AND  
RESEARCH INSTITUTE  
(Deemed to be University)  
PARTY OF THE FIRST PART**

Date: 14/12/22

**REGISTRAR  
Dr. M.G.R.**

**EDUCATIONAL AND RESEARCH INST**  
(Deemed to be University)  
Pariyar E.V.R. High Road,  
Madhavoyal, Chennai 600 095

### WITNESSES:-

1.

*[Signature]*



*P. Anand*  
12-2

### WITNESSES:-

1.

*[Signature]* Dr. Malini Pandey

2.

*[Signature]*  
(Dr. A.R. Arunachalam)

