



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.







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

