GLA UNIVERSITY MATHURA
Accredited with A+ Grade by NAAC
12-B Status from UGC

ETS INDIA

Memorandum of Understanding

Between

GLA University, Mathura

And

ETS India Private Limited, New Delhi

This Memorandum of Understanding ("**MOU**") is entered into as of 18th April, 2021 ("**Effective Date**") at New Delhi, India by and between:

ETS India Private Limited ("**ETS India**"), a company incorporated under the laws of India and having its registered office at B-1/H3, Mohan Co-operative Industrial Area, Mathura Road, Block B, New Delhi, India-110044

And

GLA University, Mathura (U.P.) (hereafter referred to as "**Institutional Partner**").

ETS India and Institutional Partner are hereinafter also individually referred to as "**Party**" and collectively as "**Parties**".

RECITALS

WHEREAS, ETS India, is a subsidiary of Education Testing Services ("**ETS**"), headquartered in Princeton, New Jersey, U.S.A and is engaged in the reselling, distribution, and administration of ETS assessment products such as TOEFL®, TOEIC® and GRE® tests ("**Tests**") (collectively the "**Business**");

WHEREAS, GLA University, Mathura (U.P.) is one of the premier higher educational institutions in India with a high reputation for teaching and research excellence that offers programmes in engineering, science, technology, law, business, humanities, and management ("Institutional Partner');

WHEREAS, the Parties desire to enter into this binding MoU in order to promote the Tests amongst existing students and alumni of Institutional Partner aspiring to either study abroad for graduate/post graduate studies or showcase global skill based credentials on their profile for superior outcomes;

NOW THIS MOU IS WITNESSETH AS:

A. Responsibilities of ETS India

1. Recognition

a. A recognition certificate or plaque recognizing the institution as an Institutional Partner of ETS India

Ashok Kumar Singh
Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road

2. **Discount on GRE and TOEFL test fees for students of Institutional Partner**
    a. Provide a discount of an amount worth INR 2,000 on TOEFL test fees and INR 1500 on GRE test fees. This discount is subject to change at the discretion of ETS India without any prior notice to the Institutional Partner.
    b. Discounts shall be governed by the respective terms and conditions that will be provided by ETS India on the ETS India' website.

3. **Learning Support:**
    a. Conduct TOEFL and GRE training programs for the Institutional Partners' teachers/trainers on mutually agreed timelines.
    b. Provide TOEFL preparatory materials for Institution Partners' LMS
    c. Conduct TOEFL and GRE Masterclasses (online) for the Institutional Partners' students on mutually agreed timelines.
    d. Conduct TOEFL practice test for every registered test-taker of the Institutional Partner.
    e. Invite students to participate in webinars from foreign universities.
    f. Assess opening of an ETS approved captive test center at Institutional Partner campus to facilitate Institutional Partner students to take the tests.

B. Responsibilities of the Institutional Partner:

1. **Study Abroad Student Community:**
    a. Facilitate formation of a Study Abroad Student Community within the students of Institutional Partner.
    b. Appoint two (2) student ambassadors as Specific Point of Contacts **(SPOCs)** for the Study Abroad Student Community. Also appoint a SPOC from the Training and Placement Office **(TPO)** from the students of the Institutional Partner.
    c. Allow ETS India to engage with the student ambassadors, TPO SPOCs and larger Study Abroad Student Community to facilitate learning and awareness of ETS India assessments, programs at foreign universities, etc.

2. **Academic Support:**
    a. Enable uploading TOEFL and GRE learning content onto the Institutional Partners' Learning Management System (LMS) for easier student access and preparation.
    b. Evaluate options of offering elective credits for GRE and TOEFL as part of institutional credit framework across all programs of the Institutional Partner.

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C. Limitation:

1. In relation to the ETS India's materials shared by ETS India with the Institutional Partner, ETS India shall retain ownership of all intellectual property rights (including any copyright, patent or trademark registered or unregistered) in such ETS India's material, and the Institutional Partner shall not use any ETS India's material except for the purposes of this MoU.

2. Institutional Partner hereby agrees that ETS India does not guarantee any student of Institutional Partner any desired results in the exams conducted by ETS India or admission to any foreign university.

D. Term and Termination:

This MoU will be effective from the Effective Date and will remain in force for a period of two (2) years ("**Term**"), with a possibility for renewal at the end of the two-year period, subject to the Parties' mutual written agreement. Either Party may terminate this MoU by giving three (3) months' notice in writing to the other Party. In case of default or breach of any terms of this MoU by the Institutional Partner, ETS India shall have the right to immediately terminate the MoU without giving notice to the Institutional Partner and at no cost.

E. Confidentiality:

1. Any non-public information or such information marked as 'confidential', exchanged between the Parties pursuant to this MoU shall be treated as confidential and shall not be disclosed to any third-party without prior written consent of the other Party except in the event required under any applicable law or if such information becomes public by no default of receiving Party.

2. Either Party shall be liable to hold in confidence such confidential information during the term of this MoU and thereafter for such period till the information becomes public due to no default of the receiving Party.

F. General Coordinators:

Each Party shall designate an administrative officer to oversee and facilitate the implementation of any agreements arising out of this MoU. These officers are:

Ashok Kumar Singh
Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA

For GLA University:	For ETS India:
Dr Prateek Upreti Assistant Professor Department of English	Karthik Rajasekaran Director–Business Development B2I Channel
E-Mail: prateek.upreti@gla.ac.in Tel: 9557666996	E-mail: krajasekaran001@etsindia.org Tel: 9600805990

G. Notices

1. Any notices or other communication under this MoU to a Party, shall be in writing, in English language and shall be delivered or sent: (a) by hand or registered post/ courier or (b) by email, the details of which are set below:

For Institutional Partner:	For ETS India:
Address: GLA University	Address: ETS India Pvt. Ltd.
E-mail: deanirac@gla.ac.in	E-mail: loommen@etsindia.org

H. Cost and Expenses

The Parties shall bear its own legal and other costs and expenses incurred in connection with the MoU.

I. Dispute Resolution

All the disputes arising out of this MoU or under this MoU between the Parties shall be amicably resolved through good faith negotiations between the authorized representatives designated by both the Parties.

J. Governing Law

This MoU shall be governed by the laws of India and the courts at New Delhi shall have the exclusive jurisdiction over all the disputes relating to or arising out of this MoU.

K. Entire Agreement

This MoU represents the entire understandings between the Parties concerning the subject matter prescribed hereof and shall supersede all prior or simultaneous communication,

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representations, discussions, negotiation, and agreements, either written or oral, existing, or proposed.

L. Amendment and Assignment

1. This MoU may only be amended, modified, altered only by an instrument in writing, expressly referring to this MoU and signed by both the Parties.

2. Neither Party may assign any of its rights or delegate any of its duties under this MoU without the prior written consent of other Party except that either Party may assign this MoU to successor-in-interest-in connection with the sale of all or substantially all of its assets.

M. Waiver

The failure of either Party to enforce at any time or for any period of time the provision hereof in accordance with its term shall not be construed to be a waiver of such provision or rights of such Party thereafter to enforce each and such provision. A waiver shall not be valid and effective unless the same is in writing.

N. Relationship of Parties

Nothing herein shall constitute a partnership between the Parties and neither Party shall hold itself as an agent of the other Party.

O. Force Majeure

Neither Party shall be liable for failure to perform or for the delay in performance hereunder due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, fires, floods, earthquakes, accidents, strikes, acts of war, acts of terrorism, riot, embargoes, fuel crises, acts of civil or military authorities, or intervention by governmental authority, provided that such Party gives prompt written notice thereof to the other Party. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

P. Counterpart

This MoU has been drawn up in two (2) original copies in the English language, each party receiving one duly signed copy hereof.

Q. Full Knowledge and Volition

Each Party has carefully read this MoU and is executing it after taking appropriate legal advice, out of their own free will and volition and without any force or inducement by the other Party.

Ashok Kumar Singh
Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road

SIGNATURES AND DATES

For **GLA University**

Signature: _____

Name: **Mr. Ashok Kumar Singh**

Designation: **Registrar**

Date: 18th April, 2024

Ashok Kumar Singh
Registrar
GLA University
Delhi Road
INDIA

Witness signature with date

_____

For ETS India Private Limited

Signature: _____

Name: **Sachin Jain**

Designation: **Country Manager, ETS India**

Date: 03/05/2024

Witness signature with date

18/04/24

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