

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this 09<sup>th</sup> day of August, 2024 at Gurugram, Haryana (hereinafter referred to as "MOU")

### BY AND BETWEEN

**IDP Education India Private Limited** (CIN U80903DL2006PTC156354), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 610-616, Sixth Floor, International Trade Tower, New Delhi - 110019 and corporate office at 5, 6 & 7 Floor, Tower B, Global Gateway Towers, Sikanderpur Ghosi, Sector-26, M.G Road, Gurgaon - 122002 (hereinafter referred to as "IDP India", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the **FIRST PART**;

### AND

**Imperial Heritage School**, affiliated to CBSE, situated at Sector 102, 75 Meter Road, Near Dwarka Expressway, Gurgaon - 122006 (hereinafter referred to as "Institution") of the **SECOND PART**.

IDP India and Institution are hereafter individually referred to as "Party" and collectively as "Parties", wherever the context so requires.

### WHEREAS:

- A) IDP India is engaged in the business of providing international education services and it also administers the prestigious IELTS test in India.
- B) IDP India is a wholly owned subsidiary of IDP Education Limited, Australia, a global leader in international education services, facilitating and counselling international students' willing to study in English speaking countries. It is also a proud co-owner of IELTS test.
- C) Institution being committed to educational excellence offers courses in multiple disciplines.
- D) The Parties are desirous of collaborating with each other for promoting overseas education and therefore enter into this MOU on the terms and conditions appearing hereinafter.

**NOW THEREFORE**, it is mutually agreed between the Parties as under:



1. **Objective:** The Parties have mutually agreed to collaborate and work together for the purpose of promoting overseas education amongst the students of Institution.
2. **Roles and Responsibilities:** The roles and responsibilities of both the Parties have been specified under **Annexure A** hereto.
3. **Term:** This MOU shall come into the force from the date of this MOU and remain valid for a period of three (3) years unless terminated earlier by either Party by giving prior written notice of thirty (30) days to the other Party. After the expiry of the term, this MOU may be extended or renewed upon mutual consultation of the Parties in writing.



*Neelika Sharma*

4. **Relationship:** The Parties herein are independent entities. This MoU does not create any agency, partnership, joint venture or any other business relationship between the Parties. The Parties shall not in any manner whether during the Term or at any time thereafter, make any commitments on behalf of the other Party, without its prior written approval.
5. **Non-Exclusivity:** This MOU does not preclude the Parties from entering into the similar arrangements with other parties.
6. **Compliance:** Each Party shall be responsible for compliance of applicable laws, rules and regulations.
7. **Intellectual property rights:** Neither Party shall use the intellectual property rights owned by the other Party, its group companies, and the respective right holders (as the case may be), except for the purpose of this MOU and to the extent and in a manner as permitted by such Party in writing. Upon expiry or termination of this MOU, the Parties shall forthwith cease using the intellectual property as may be permitted by the other Party to use pursuant to this MOU and return all documents, materials etc. containing the said intellectual property.
8. **Confidential information:** Neither Party shall, during the subsistence of this MOU and thereafter, disclose to any third party any confidential or proprietary information disclosed to it by disclosing Party or otherwise gained by receiving Party pursuant to this MOU, without the prior written consent of the disclosing Party. Upon expiry or termination of this MOU, the receiving Party shall forthwith cease using the confidential information of the disclosing Party and return all the documents, materials, property (tangible and intangible) and information of receiving Party that it may have in its possession, without retaining any copies.
9. **Notices:** Any notices under this MOU shall be deemed sufficiently given if delivered personally with acknowledgment of receipt or sent by registered mail, return receipt requested, to the respective address (es) of Parties as contained in this MOU. In case of IDP India, address for notices shall be its corporate office address mentioned herein.
10. **Dispute Resolution:** All the disputes and differences between the Parties arising out of or under this MOU shall be resolved through good faith negotiations between the authorized representatives designated by both the Parties.
11. **Governing Law:** This MOU shall be governed by the laws of India.
12. **Amendment:** This MOU shall not be amended or modified except by an instrument in writing and signed by the Parties.

**THE PARTIES HEREOF HAVE SIGNED THIS MOU AS BELOW:**

<p><b>For IDP Education India Private Limited</b></p>  <p>2024-Aug-16 12:06</p> <hr/> <p>Name: Jaswinder Ingh Designation: Finance Controller</p>	<p><b>For Imperial Heritage School</b></p>  <p>2024-Aug-10 09:52</p> <hr/> <p>Name: Neelu Sharma Designation: Principal</p>
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## ANNEXURE A

### Roles and responsibilities of the Parties in relation to the promotion of overseas education:

#### IDP India: IDP India shall endeavour to:

- i) Conduct education fair and sessions within campus of the Institution or virtually as per the dates mutually agreed between the Parties from time to time, wherein representatives, eminent scholars and professors at international universities IDP India has partnered with will participate, subject to their availability.
- ii) Invite students of the Institution to education fairs and events organized by IDP India.
- iii) Provide promotional banners/posters to the Institution for marketing of services provided by IDP India and the events organized by it from time to time.
- iv) Provide Continuing Professional Development (CPD) opportunities for counsellors, school leaders and teachers as per IDP India's schedule.
- v) Conduct destination specific information sessions to support students in making an informed choice of their study destination.
- vi) Provide internships to students at IDP India's academy program based on IDP India's selection criteria.
- vii) Provide its exclusive fastlane service to the students.
- viii) Conduct IELTS related information sessions for the students.

#### Institution: Institution shall:

- i) Allow its students to attend the various events/ seminars/fairs/sessions etc. conducted by IDP India from time to time.
- ii) Recommend services of IDP India to its students planning their studies abroad.
- iii) Permit IDP India to affix its promotional posters/creatives/banners in Institution including its hostel premises.
- iv) Permit IDP India to use the classrooms/seminar hall from time to time, post-college hours, for conducting events/ seminars/sessions) for students of the Institution.
- v) Permit IDP India to use its auditorium from time to time for large scale programs organized for the students of the Institution.
- vi) Provide necessary facilities such as LCD Projector (if possible), tables and chairs for carrying out events/seminars/sessions etc.



Neetu Sharma

