



## MEMORANDUM OF UNDERSTANDING

between

### GILES BROOKER GROUP

*Singapore, New Zealand and India*

and

### ITM University Gwalior

*India*

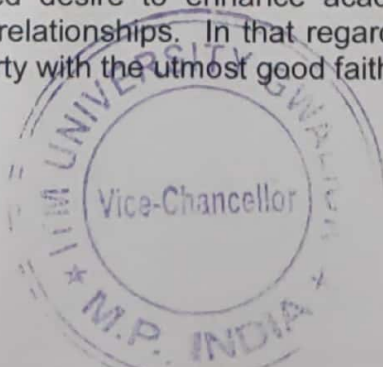
In furtherance of their mutual interests in education, research and community development, and as a contribution to promoting increased international cooperation, the parties herein have approved the following Memorandum of Understanding.

#### 1. Parties to the Understanding

- 1.1. Giles Brooker Group, consisting of Giles Brooker International Pte Ltd, a Singapore company, Giles Brooker International Ltd, a New Zealand company with its Head Office in Auckland, New Zealand; and Giles Brooker Academy, an Indian company with its head office in Coimbatore, Tamil Nadu; and hereinafter collectively referred to as GB Group.
- 1.2. ITM University Gwalior, established by the Act of State Legislature, M.P. recognized under 2(f) of UGC Act. is a multidisciplinary university situated in Gwalior Madhya Pradesh India

#### 2. Statement of Purpose

- 2.1. GB Group and ITM University Gwalior recognise that they have many interests in common and that there will be mutual benefits from collaboration and co-operation.
- 2.2. GB Group and ITM University Gwalior wish to formalise and standardise the relationship between the two parties in order to provide consistency, and a focal point, for the development and administration of programmes and other activities for collaboration and co-operation.
- 2.3. This Memorandum provides the mechanism through which the expressed intent of the parties can be realised.
- 2.4. This Memorandum is based on the principles of mutual respect and the desire that both parties will gain benefits from their relationship as a result of a shared desire to enhance academic co-operation and to maintain friendly relationships. In that regard each party undertakes to treat the other party with the utmost good faith.



### 3. Objectives

#### 3.1. Areas for collaboration and co-operation

3.1.1. The areas for potential collaboration and co-operation have been identified as including, but are not limited to, the following activities:

- 3.1.1.1. Collaborative development and delivery of programmes in India and Abroad.
- 3.1.1.2. Identification and facilitation of collaborative opportunities with other institutions, from New Zealand, South East Asia, and other countries.
- 3.1.1.3. Development and promotion of off-shore study and research opportunities for students and staff referred by ITM University Gwalior.

3.2. Each mutually identified and agreed activity, shall be covered by a separate Agreement which will be an annex to this Memorandum. The terms and conditions under which a specific programme and activity shall be undertaken under the terms of this Memorandum, and any necessary financial arrangements to facilitate these, will be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity.

3.3. The separate Agreements must have the formal approval of the Managing Director of GB Group and the Vice Chancellor of ITM University Gwalior.

#### 4. Intellectual Property

4.1. To advance these developments the parties intend to share Information with each other.

4.2. The parties anticipate that information they share with each other may be commercially valuable to the party who is disclosing the Information and to the recipient.

4.3. The parties wish to protect their respective commercial positions and agree as follows:

4.3.1. All existing intellectual property rights in all information given by one party to the other or created by one party is owned exclusively and will remain the property of the party that has created or supplied the intellectual property; and any intellectual property developed as the result of a research and/or development collaboration will belong to the party providing the resources used in generating that intellectual property, or will be shared as specified in the relevant separate agreement between the two parties where both are contributing resources. This clause continues after termination of this Memorandum of Understanding.

4.3.2. Each party agrees and acknowledges that it will not disclose that Information to any person, or make use of, or act on that Information except:



- 4.3.2.1. For the purpose of fulfilling the objectives outlined in this Memorandum of Understanding;
  - 4.3.2.2. As required by law;
  - 4.3.2.3. As permitted in any use consent issued by the other party pursuant to clause 4.4.
- 4.4. Each party may disclose, make use of, or act on Information if it is first authorised in writing by the other party and the disclosure, use or act in question will not or will be unlikely to prejudice that party.

**5. Co-ordination of this Memorandum of Understanding**

- 5.1. The parties to this Memorandum of Understanding will, within one month from the signing of the Memorandum, each designate a key contact person who will take responsibility for development and achievement of the Objectives of this Memorandum, and when mutually agreed, the development of the separate Agreements mentioned in Clause 3.2 above.
- 5.2. Each party may change its contact person by giving written notice to the other party from time to time.
- 5.3. The contact persons shall meet at such places and at such times as they agree. The contact persons do not have authority to enter into any legally enforceable contract between the parties.

**6. Terms and Conditions of this Memorandum**

- 6.1. The term of this Memorandum shall be five (5) years from the date of the last signature, on the understanding that subject to revision or renewal it may be renewed upon each expiry by mutual agreement between the signatories to the Memorandum, or their nominees.
- 6.2. Either party may terminate this Memorandum at any time by giving not less than six months' notice in writing, though such action will only be taken after mutual consultation at no less than Chairman /Secretary level.
- 6.3. The parties agree that in the event of termination or non-renewal of the agreement, any agreements relating to payment of fees for student enrolments in programmes initiated under this Memorandum will be maintained for at least five (5) years following commencement of the programme.

**7. Financial Matters Relating to this Memorandum**

- 7.1. Unless otherwise agreed in a schedule to this Memorandum or elsewhere in writing, each party shall be responsible for its own financial contributions during the implementation of this Memorandum.
- 7.2. In the case of GB Group, the financial responsibility will be under its own resources.
- 7.3. In the case of ITM University Gwalior, the financial responsibility will be under its own resources.



## 8. Disclaimer

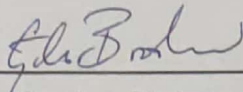
8.1. Nothing shall diminish the full autonomy of either party, nor will any constraints or financial obligations be imposed by either party upon the other in carrying out this Memorandum.

## 9. No Enforceable Contract

9.1. Except for Clauses 4.3 and 6.3, this Memorandum of Understanding does not constitute a legally binding, enforceable agreement between the parties and, excepting Clauses 4.3 and 6.3, this Memorandum of Understanding comprises a statement of the parties' current intent.

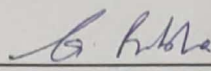
IN WITNESS WHEREOF this Memorandum of Understanding was executed on the date written below.

Signed for and on behalf of  
Giles Brooker Group

  
\_\_\_\_\_  
Giles Brooker, Chairman

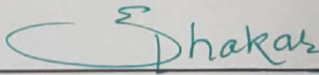


Witnessed by:

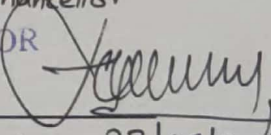
  
\_\_\_\_\_  
PrabhaGovindasamy, Managing Director

Date:

Signed for and on behalf of  
ITM University Gwalior

  
\_\_\_\_\_  
Prof Dr S SBhakar, VICE Chancellor  
VICE-CHANCELLOR  
ITM UNIVERSITY  
Gwalior (M.P.)

Witnessed by:

  
\_\_\_\_\_  
Prof Dr Yogesh C Goswami, Dean  
International Cooperation and Projects

Date: