



# INDIA NON JUDICIAL

## Government of Uttar Pradesh

e-Stamp

signature

ACC Name- VARESH KUMAR, ACC Code-UP14011904

ACC Add- Sec-33, Noida- Mob-9313902542, 9350808463

Location No-18, Tehsil & District- G.B. Nagar

Certificate No.	: IN-UP52197287268052V
Certificate Issued Date	: 05-Jul-2023 03:14 PM
Account Reference	: NEWIMPACC (SV)/ up14011904/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1401190499433747008114V
Purchased by	: PEARSON INDIA EDUCATION SERVICES PRIVATE LIMITED
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: PEARSON INDIA EDUCATION SERVICES PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: PEARSON INDIA EDUCATION SERVICES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

### MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding ("MOU") is made on 05th July 2023.

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**PEARSON INDIA EDUCATION SERVICES PRIVATE LIMITED**, a Company registered under the Companies Act, 1956 and having its registered office at Featherlite, 'The Address' 5th Floor, Survey No 203/10B, 200 Ft MMRD Road, Zamin Pallavaram,, Chennai, Tamil Nadu 600044, INDIA and an office at 1st Floor, Berger Tower, Plot no. C001 A/2, Sector 16B Noida 201301, India, hereinafter referred to as "PEARSON", represented by its authorized signatory, Vishal Dhawan, Director Sales (which term shall mean and include its successors, representative, group, affiliates, legal heirs, associates, permitted assigns, etc.) on the One Part

**AND**



*Vishal Dhawan*

*erf*

**Associate Professor  
In-Charge of Principal  
Christ College (Autonomous) Irinjalakuda**

Caution: Alert

The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

For any further information, please inform the Competent Authority.

(2) **CHRIST COLLEGE (AUTONOMOUS)** herein after referred as **(College)** and with its primary office at Christ Nagar, Irinjalakuda, Kerala 680125, India represented by its authorized signatory, Principal -Dr.Fr. Jolly Andrews each a "Party" or together the "Parties".

1. **Background**

1.1 The Parties have each expressed their willingness to work together towards a strategic partnership for the provision of Pearson product namely MePro, for the benefit of College's registered students (Scope of Service). MePro is a feedback based English language improvement tool that better the chances of employability and career development through adaptive and personalized learning.

1.2 This MOU is binding subject to definitive contract signed between the parties and is intended as a broad framework document as per clause 1.1. Any specific activities or projects of mutual collaboration arising from this MOU will be, as necessary, the subject of a separate agreement between the Parties.

2. **DURATION**

This MOU will take effect on the date stated at the head of this MOU and will be in force for a period till the period the definitive contract is signed. The definitive contract shall be signed within 3 months of the signing of this MOU.

3. **FUNDING**

3.2 Each Party shall bear its own costs in relation to the exploration of opportunities envisaged herein. This paragraph shall survive the termination of this MOU. It is clarified that neither Party shall be liable to provide any reimbursement of cost or any other benefits to the Party in relation to the cost incurred by such Party.

4. **FORM OF UNDERSTANDING**

4.1 Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorize either of the Parties to make or enter into any commitments for or on behalf of the other Party.

5. **CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS**

5.1 Except as otherwise specifically agreed, each Party will treat and safeguard as private and confidential all confidential information concerning the other Party or the arrangements contemplated in this MOU and only disclose or communicate such information on a need-to-know basis, provided that the non-disclosing party ensures that any recipient treats agree to be bound by and comply with the confidentiality undertaking set out in this clause 6.

5.2 Nothing in clause 5.1 of this MOU above will apply to:

- any use or disclosure authorized by the Party originally disclosing the confidential information;
- any information that was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
- any information which is already in, or comes into, the public domain;
- any information required to be disclosed by force of law or any regulatory or governmental authority;

5.3 Neither Party will make, publish, or issue any advertisement, solicitation or public announcement, flyers, brochures, leaflets, pamphlets, poster, handbill, placard, relating to the subject matter of this MOU, including each other's products/services, irrespective of whether online/offline (collectively "Press Release") without the prior written consent of the other Party, and any such Press Release will be coordinated with the other Party and approved jointly prior to the release. Any Press Release made in violation of this section shall be null and void and the Party making such Press Release shall be solely liable for any consequences including any claims, liability, damage or penalty arising out of such Press Release.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 Pursuant to the Scope of Service under this MOU as per the terms herein, all intellectual property of the Parties shall be owned by the respective Party. Either of the Party shall not use any Intellectual Property of other Party in whatsoever manner without prior written consent of other Party.

6.2 Parties will grant each other a limited, nonexclusive, worldwide, royalty-free, revocable license to their trademarks solely for the purposes of the marketing and promotion subject to section 6.1 above. Pearson will share pre-approved logos and any brand guidelines that will apply to their Trademarks with College.

6.3 Parties shall return all trademark, logos & other intellectual property of the other Party including all marketing promotional material etc. upon the expiration of this MOU and such Party shall have no further rights of use thereof.

7. **ANTI BRIBERY & CORRUPTION**

We will not do anything (either by act or omission) during the course of this Agreement which would cause Pearson to be in breach of the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, any local anti-corruption legislation and Pearson's Business Partner Code of Conduct. Reasonable suspected or actual breach of this clause shall be considered an irremediable material breach of this Agreement and entitle termination by Pearson without any further liability.



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**Associate Professor**  
**In-Charge of Principal**  
Christ College (Autonomous) Irinjalakuda

8. **DISPUTE RESOLUTION**

This MOU and any matters arising out of or in relation to it (including any non-contractual dispute or claim) will be governed by and construed in all respects in accordance with the laws of India. The parties irrevocably agree that the courts of New Delhi have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this MOU.

**SIGNED BY** or on behalf of the Parties on the date stated at the beginning of this MOU.

<p>For <b>PEARSON INDIA EDUCATION SERVICES PRIVATE LIMITED</b></p> <p><i>Vishal Dhawan</i></p> <p>Name: Vishal Dhawan Title: Director- Sales</p> <p>Witness: <i>Vaighave Chandy</i></p>	<p>For <b>CHRIST COLLEGE (AUTONOMOUS)</b></p> <p><i>Jolly Andrews</i> <b>Associate Professor In-Charge of Principal</b> Christ College (Autonomous) Irinjalakuda</p> <p>Name: Dr. Fr. Jolly Andrews Title: Principal</p> <p><i>Dr. L. S. S. P.</i> Witness: Dr. L. S. S. P.</p>
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*Jolly Andrews*  
**Associate Professor  
In-Charge of Principal**  
Christ College (Autonomous) Irinjalakuda