



## Memorandum of Understanding

Between

**ETS India Private Limited**

And

**MANGALMAY INSTITUTE OF MANAGEMENT AND  
TECHNOLOGY**

This MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into as of January 11<sup>th</sup>, 2023, 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 Rd, Block B, New Delhi, India-110044, and **MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY**, affiliated to AKTU located in Plot No. 8 & 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201306

With reference to the following facts:

WHEREAS ETS India is engaged in the business of private educational testing and measurement organization and administering tests like TOEFL<sup>®</sup>, TOEIC<sup>®</sup>, GRE<sup>®</sup> and Praxis<sup>®</sup> tests ("Business").

WHEREAS the Institute MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY multi-disciplinary private Institute having rich education and research culture of excellence offering educational programs in engineering, business management, law, applied sciences, and liberal studies.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants hereinafter contained, the parties hereto agree as follows:

### 1. Scope and Objective

- a. Parties to work closely connecting with their student community to impart knowledge and training to help them realize their dreams of studying abroad. Empowering the faculty by providing training workshops which would enable them to help their students in making the right choice.
- b. Institute shall refer students to ETS India falling under the below category:

#### **Audience-TOEFL & GRE**

- Age group –17-28
- Students aspiring to pursue their higher studies abroad
- Programs–STEM, Law, business, management & architecture

- c. Below services shall be provided to the referred students and teachers by ETS India:

**Deliverables**

- Webinars / Seminars on GRE & TOEFL for students of MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY
- GRE & TOEFL Master class for the students of MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY
- GRE & TOEFL Workshop for English language faculty of MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY
- GRE & TOEFL practice material uploaded on 2- 3 PCs assigned by the college for students to practice.
- TOEFL discount voucher for students of MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY
- TOEFL Mock tests for the students of MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY
- ETS India will share the logo to be placed as an Education partner in MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY
- Invitation to participate in any promotions, training programs or Olympiad organized by the ETS India resource centre DP Cube learning & Skills for students of MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY

**2. Limitation:**

- a. Both parties agree this MOU does not mean or imply either transfer of economic resources or payment of consideration between parties and does not imply transfer of any right to use other party's intellectual property without written consent of such party.



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

**3. Term and Termination:**

- a. This MOU will be effective from the date of the last signature hereto and will remain in force for a period of five (5) years, with a possibility for renewal at the end of the five-year-period, subject to the parties' written agreement. Either party may terminate this MOU by giving three(3)months' notice in writing to the other Party.

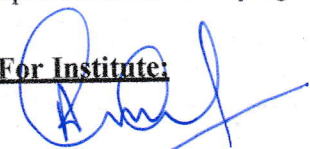
**4. Confidentiality:**

- a. Any non-public information exchanged between the parties shall be treated as confidential and shall not be disclosed to any third-party without prior written consent of the disclosing party except in the event required under any applicable law or if such information becomes public by no default of receiving party.
- b. Either party shall be liable to hold in confidence such confidential information during the term of this MOU and thereafter.

**5. General Coordinators:**

- a. Each Party shall designate an administrative office to oversee and facilitate the implementation of any agreements arising out of this MoU. These offices are:

For Institute:

  
Mr Aayush Mangal  
Vice Chairman  
E mail Id  
[:aayushmangal@mangalmay.org](mailto:aayushmangal@mangalmay.org)  
Tel :9871223900

For ETS India Private Limited:

  
Ms Poornima Rai  
Senior Marketing Director, ETS India  
E-mail:poornimar@etsindia.org  
Tel: 9716299936

**6. Liability:**

Except for loss or damages caused through gross negligence or intent, the parties shall have no liability to each other hereunder.

**7. Non-Binding MOU:**

- a. This MOU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the parties.
- b. This MOU shall not constitute a formal and binding agreement between the parties, except as to the provisions set forth in Clause 4 hereof.

**8. Governing Law:**

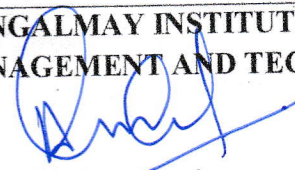
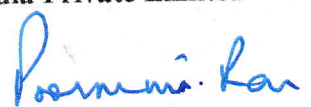
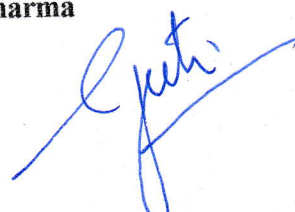
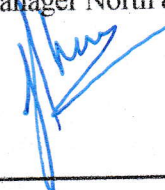
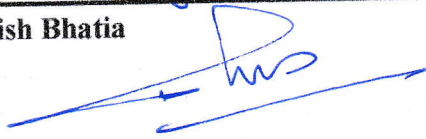
- a. This MOU shall be governed by the laws of India and courts at New Delhi shall have exclusive jurisdiction over all the disputes arising out from this MOU.

**9. Entire Agreement and Amendments.**

- a. This MOU represents the entire agreement and understandings between the parties concerning the subject matter prescribed hereof.
- b. This MOU may only be amended in writing signed by the parties.

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

**SIGNATURES AND DATES**

<p><b>MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY</b></p>  <p><b>Mr Aayush Mangal</b></p>	<p><b>ETS India Private Limited</b></p>  <p><b>Ms Poornima Rai</b></p>
<p><b>Dr Geeti Sharma</b> Director</p>  <p><b>Witness</b></p>	<p><b>Mr Joseph Augustine</b> Regional Manager North &amp; East India</p>  <p><b>Witness</b></p>
<p><b>Prof Harish Bhatia</b> Dean</p>  <p><b>Witness</b></p>	