

தமிழ்நாடு தமிழ்நாடு TAMILNADU

CU 789408

S. ராஜ்குமார்  
மு.தா. வி  
L.No: 6/2000  
ம.ச.ப. தமிழ்நாடு

17 SEP 2023

**Memorandum of Understanding Between  
ISDC  
And**

**Cauvery College for Women, Autonomous, Trichy**

**MEMORANDUM OF UNDERSTANDING ("MOU") DATED: 21.09.2023**

**PARTIES**

1. ISDC – International Skill Development Corporation is a UK based multinational Learning & Development Company with the Head Quarters in London and its operation in India; **ISDC Projects India Pvt. Ltd**, trading as "ISDC (International Skill Development Corporation)", a Private Limited Company registered in India whose Regional Office is at 4<sup>th</sup> Floor, Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka - 560052 ("ISDC"); herein after referred to as the First Party which includes authorized persons for and on behalf of the ISDC and Cauvery College for Women , Autonomous



1. ISDC and Cauvery College for Women , Autonomous shall each be referred to in this Agreement as a “Party” and collectively as “the Parties”

## BACKGROUND

A. ISDC is working with large number of Universities in India & abroad; ISDC and Cauvery College for Women , Autonomous wish to collaborate to explore or provide or facilitate the below listed items in the identified sectors (the “Collaboration”);

- Twinning Programs, Joint Degrees and Dual Degrees
- Overseas Higher Study Options - Post Graduate Options for Cauvery College for Women , Autonomous Graduates
- Articulation Arrangement /Credit Exchange – Cauvery College for Women , Autonomous, Students can transfer the credit to another International University UG/PG Programs
- Summer Schools Abroad and Host Summer Schools at Cauvery College for Women , Autonomous
- Semester Exchange Programs
- Faculty Development Programs
- Faculty & Student Exchanges
- Joint Research Collaborations
- Short Term Master Classes
- International Conferences & Seminars/Events

B. This Memorandum of Understanding (“MOU”) is not, and is not intended to be, legally binding except as specifically set out below.

### 1. Terms of the MOU

It is intended that the terms of this MoU will remain in force for an initial period of Three Years set out above, or is otherwise terminated in accordance with the provisions of Clause 4. The MoU can be extended for further periods of 60 days upon the parties mutually agreeing such extension in writing.





## 2. Scope of Relationship

a) In respect of the Collaboration, the scope, responsibilities of each party and the financial arrangements shall be agreed as per separate specific financial agreements or MoUs signed by the parties from time to time.

b) The Collaboration Covers

i. ISDC's Offerings / facilitations mentioned below:

- Twinning Programs, Joint Degrees and Dual Degrees
- Overseas Higher Study Options
- Articulation Arrangement /Credit Exchange
- Summer Schools
- Semester Exchange Programs
- Faculty Development Programs
- Faculty & Student Exchanges
- Joint Research Collaborations
- Short Term Master Classes
- International Conferences & Seminars/Events

ii. Any other activities which may be agreed between the parties from time to time in writing.

iii. Any other commercial arrangements with any third parties required in connection with the Collaboration will be entered upon the agreement of both parties as appropriate.

## 3. Obligations of the Parties

a. Each party warrants that it:

- i. will comply at all times with any applicable laws and regulations, including the provisions of the relevant Data Protection Act and any anti-bribery legislation; and



1. It shall not, in the course of the Collaboration, do anything which  
intentionally or recklessly causes the other party to infringe the intellectual property  
rights of any third party.

2. In order to facilitate the Collaboration and achieve the purposes of this  
Agreement, IIRK will act with its group companies or IIRK  
(International Health Development Corporation Limited) and IIRK  
(India) Limited, and other companies, the Contracting Party.

#### 4. Representation

a. This party shall be entitled to represent the IIRK as its agent.

b. The IIRK will automatically represent

i. If either party becomes involved in a dispute or litigation

ii. Any potential Binding Agreement, including any

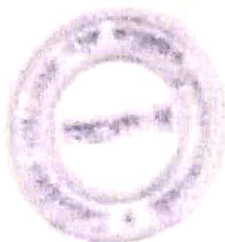
dispute due to any statutory or regulatory requirement or

iii. Terminate any Binding Agreement for cause.

#### 5. Intellectual Property and Know-How

a. All intellectual property created by a party in connection with the  
Collaboration shall remain the property of that party. The parties agree that  
any material jointly created by the parties for the Collaboration shall be jointly  
owned in equal proportions by the parties, unless otherwise agreed in  
writing.

b. Where the Collaboration requires the use by one party of  
intellectual property that is owned by the other party (the "IP Owner"), the  
IP Owner will license such rights to the other party on a non-exclusive basis,  
without the right to sub-license, solely for the purposes and to the extent  
necessary to participate with the Collaboration. Any such license will  
automatically terminate when the IIRK is terminated.



## 6. Confidentiality

- a. For the purposes of this MoU, "Confidential Information" shall include all information (whether written or oral) concerning the business and affairs of either party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including Financial Information, Trade Secrets, University/College Lists, Trade and Commercial Details, Computer Software & Databases, the Contents of all Reports & Documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential;
- b. Each of the parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:
  - i. The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;
  - ii. Disclosure or use is necessary by either of the parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
  - iii. Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorised agents (including professional advisers);
  - iv. The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies;
- c. Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other party.

## 7. Assignment

Unless this MoU expressly states otherwise, no right or obligation arising under this MoU may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior





written agreement of the parties, except that ISDC may assign to another member of the ISDC Group within the need to obtain prior written consent.

#### 8. Governing Law

This MoU (and all discussions and any legal agreements prepared in connection with this MoU) is governed by and construed in accordance with the law of India.

**IN WITNESS WHERE OF ISDC and CAUVERY COLLEGE FOR WOMEN, AUTONOMOUS**

Here unto have executed this Memorandum of Understanding on the year and date first above written:

**SIGNED BY**

For and on behalf of

**Cauvery College for Women, Autonomous**

*V. Vijatha*  
**Principal** 21.9.23  
**Cauvery College For Women**  
(Autonomous)  
Name: **Dr. V. Vijatha** Nagar,  
Tiruchirappalli - 620 018  
Tamilnadu.  
Designation: **Principal**



For and on behalf of

**ISDC**

*R. Anand*  
Name: **R. ANAND**



Designation: **BUSINESS**  
**RELATIONSHIP MANAGER**