



IDP Education India Pvt. Ltd.

207 Second Floor

Inland Ornet Navbharat Circle

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on this day **17th February 2021** BY  
AND BETWEEN

### **IDP Education India Pvt Ltd**

IDP Education is the world's leading student placement company and the co-owner of IELTS Examination - the world's leading English proficiency test along with the British Council and the University of Cambridge (ESOL Examinations). In India, IDP has a presence with 40 offices. IDP is co-owned by 38 Australian universities. **IDP Education has its Mangalore Branch office at 207, 2nd Floor, Inland Ornet, Navbharat Circle, Opposite Hotel Ocean Pearl, Kodialbail, Mangaluru, Karnataka 575003.** It is hereby also referred to as the **First Party**.

AND

**St Aloysius College (Autonomous)**, a premier Institute is part of a network of educational institutions administered by the members of the Society of Jesus, a religious order which runs schools, colleges, and universities in more than 105 countries in the world, having its registered office at **Light House Hill Road, Hampankatta, Mangaluru, Karnataka 575003.** It is hereby also referred to as the **Second Party**.

Hereinafter, the terms "First Party" and "Second Party" shall collectively be referred to as "Parties" and individually as "Party".)

Hereinafter, the term "Students" and "Faculty" refer to the students and faculty of the Second Party.

## **PREAMBLE**

**IDP Education** Helps international students gain admission to educational institutions in the main English-speaking countries.

**WHEREAS** St Aloysius College (Autonomous) is a leading educational institute affiliated to Mangalore University, India, offering courses in multiple disciplines.

**WHEREAS** IDP India, Mangalore Services include personalized course advice, course application submission, and pre-departure guidance.

**WHEREAS** St Aloysius College (Autonomous) has shown readiness to collaborate with **IDP Education, Mangalore** for promoting the overseas studies and to provide required facilities for conducting the seminars/events from time to time throughout the academic year as and when required.

**NOW THEREFORE** in consideration of the foregoing and mutual covenants and promises contained herein, the Parties agree as follows:

1. It is agreed between the Parties that IDP Education; Mangalore and St Aloysius College (Autonomous) shall work together on a non-exclusive basis for the areas mentioned hereof.
2. The role & responsibilities of each Party will be as under:

### **The Role & Responsibilities of the First Party:**

- Conducting education fairs once or twice a year where the universities from the US, UK, Ireland, Canada, and Australia would participate and provide expert guidance to the Students;
- Conducting Seminars on IELTS & Overseas Studies for the Students;
- Communicating to the Second Party, information related to higher-study programs conducted in Mangalore;
- Arranging guest lectures by eminent professors and scholars from international universities for the Second Party;
- Providing periodic (as events are scheduled or whenever applicable) statistics and information to the Second Party, on:
  - the number of Students attending the webinars on higher studies scheduled by IDP.

- the names of the universities with which the Students connect (names of the Students, registration numbers, eMail IDs, and the Students' academic year).
  - names of the Faculty attending the events.
  - status of the Students pursuing higher studies (information relevant to their application, visa, approval, or disapproval (reasons for disapproval)).
  - information on the Student progress, to the extent possible that can be tracked, and any relevant information that IDP has and can provide to the Second Party.
- Facilitate the signing of at least four (4) MOUs with reputed international universities, covering collaboration in joint projects, faculty exchange, and students' study-abroad program;

#### **The Role & Responsibilities of the Second Party:**

- Permit and encourage Students to attend the various educational fairs, events, webinars, and seminars conducted by IDP;
- Provide operational support to IDP Education, Mangalore, in conducting events;
- Recommend services of IDP Education to the Students planning their studies abroad;
- Provide required infrastructure and facilities such as:
  - Permission to post IDP education, Mangalore, event posters in the college & hostel area.
  - Permission for using classroom and seminar hall for conducting IDP events.
  - Providing LCD Projector, auditorium, tables & chairs for the events.

#### **Term of the MOU:**

This MOU comes into force from the day of signing by the last Party. The term of this MOU is five (5) years from the last Party signing hereof. Either Party may terminate this MOU by giving thirty (30) days prior written notice to the other Party.

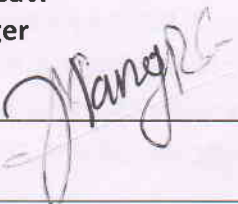
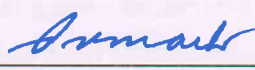


#### **Limitation of liability:**

Neither Party shall be liable for any special, indirect, incidental, punitive, contingent nor consequential loss or damages suffered out of or in connection with the aforesaid MOU whether as a result of a breach of this MOU or otherwise. Programs and projects started before the termination would be brought to a logical end without any negative impact to either Party or the students or the faculty.

**Dispute Resolution:**

This is a non-binding Memorandum of Understanding ("MOU"). The Parties recognize that a bonafide dispute as to certain matters may from time to time arise during the term of this MOU, which relates to either Party's rights or obligations hereunder. In the event of the occurrence of such a dispute, either Party may, by written notice to other Party, have such dispute referred jointly to the authorized representatives of the Parties, or their successors or counterparts, for an amicable resolution by good faith negotiations within 15 days after such notice is received in respect of that dispute.

IN WITNESS WHEREOF, the Parties hereto, each acting under due & proper authority have executed this MOU as of the date written above:

|                                                                                                                                                                                                                                                                                     |                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>For<br/>IDP Education,<br/>Mangalore</b>                                                                                                                                                                                                                                         | <b>For<br/>St Aloysius College (Autonomous),<br/>Mangalore</b>                                                                                     |
| <b>Mr. Manoj Gosavi<br/>Branch Manager</b><br><br>Signature                                                                                                                                      | <b>Fr Dr Praveen Martis SJ<br/>Principal</b><br><br>Signature  |
| Seal <b>MANOJ GOSAVI</b><br>Branch Manager<br><br><b>IDP Education India Pvt. Ltd.</b><br>207, 2nd Floor, Inland Ornate, Navabharat Circle<br>Kodialbail, Mangalore-575003<br>Ph: +91 8244411888 | Seal                                                           |
| <b>Date: 17<sup>th</sup> February, 2021</b>                                                                                                                                                                                                                                         | <b>Date: 17<sup>th</sup> February, 2021</b>                                                                                                        |