



### MOU for ACADEMIC COLLABORATION

This Memorandum of Understanding is made as of this day of 05<sup>th</sup> June 2023

#### **BETWEEN**

Sri Siddhartha Academy of Higher Education, (declared as Deemed to be University under Section 3 of the UGC Act, 1956), having its office at, Agalakote, B.H road, Tumkur - 572107, Karnataka, INDIA represented by its **Vice Chancellor, Dr. Lingegowda K.B.**, (the Second Party hereinafter called as "**SSAHE**") and the expression "**SSAHE**" shall unless it be repugnant to the context or meaning thereof be deemed to mean and include himself and his nominees to the extent specified herein and their respective heirs, executors, administrator's and assigns) as the **FIRST PARTY**.

#### **AND**

**Unidemy Global Inc.**, having its office at #147/10, 9th Cross, JP Nagar 1st Phase, Bangalore - 560078, represented by its **PRESIDENT, DR.SHIVANAND UTLASAR** (herein after called as "**Unidemy**" and the expression "**Unidemy**" shall unless it be repugnant to the context or meaning thereof be deemed to mean and include himself and his nominees to the extent specified herein and their respective heirs, executors, administrators and assigns) as the **SECOND PARTY**.

**WHEREAS** the First Party is a group of education institutions having medical college, dental college and an institute of Technology, with multiple academic streams in higher education in under graduation to Post Graduate and Doctoral courses including Medical Sciences, Dental, Medical Research center, Engineering and technology, Architecture, looking forward to have academic collaborations from overseas and industry collaborations, introduce the overseas programs in the campuses to provide global opportunities for the students in India through abroad collaborations.

**WHEREAS** the Second Party, are an International Academic Collaboration platform based in USA and India, having association with large number Universities, Colleges/Boarding Schools in America and around the Globe. They are engaged in various programs like American Diploma Pathway Program, International Academic Collaborations, Joint Ventures, Industry Academia Collaborations, Study overseas programs, owning online learning EdTech platform for admission programs, AP courses and license programs USMLE and technology skill development programs, arranging scholarships, study loans, providing counseling, complying admission procedures, technological solutions for the education, STEM programs etc.

**The two parties enter into this MOU, with the vision to provide global opportunities for the aspiring students and academic staff of SSAHE.**

#### **PURPOSE**

The purpose of this MOU is to provide a framework of cooperation and collaboration between the First Party and the Second Party in the areas of education and clinical research.





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#### **AREAS OF COLLABORATION AND UNDERSTANDING**

The parties shall explore, understand, and collaborate in the following areas, including but not limiting to it. Through academic collaboration / joint venture with USA and South Korea based Universities/ Colleges the following programs will be introduced in universities, colleges, and schools initially.

- i) **Student and faculty exchange programs**
- ii) **Joint Degree programs**
- iii) **Joint Research projects and programs**
- iv) **Academic materials and library sharing**
- v) **Joint webinars, Seminars, conferences, and workshops.**
- vi) **Technology Learning courses and Internships**
- vii) **Dual Degree Programs**
- viii) **Certificate Programs**
- ix) **Online / Distance Education Programs**

#### **Implementation of MOU**

- a) The Parties intend to develop specific projects and activities for implementation of this MOU based on discussions and negotiations between them. Binding agreements or contracts shall be signed separately to carry out these projects and activities, if the Parties mutually agree to pursue any specific projects or activities contemplated in this MOU or otherwise.
- b) The Parties agree that all financial arrangements shall be determined on the basis of specific projects and activities, will depend on the availability of funds, and will be determined separately in the event that the Parties mutually agree to pursue any specific projects or activities.
- c) This MOU shall become effective upon the date of signature by the representatives of the Parties and unless earlier terminated, will continue for the period of TEN (10) calendar

years ("Term"). This MOU may be extended by mutual consent of the Parties, which must be reduced to writing and signed by the Parties.

#### **COMMUNICATION AND EXCHANGE OF INFORMATION**





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Both the parties to this MOU, on regular basis keep each other informed and consult matters of common interest, which in their opinion are likely to further the collaboration efforts of the parties as documented in this MOU.

## CONFIDENTIALITY

'Confidential Information' shall mean any and all technical and non-technical information provided by either party to the other, including, without limitation, (a) patent and patent applications, (b) trade secret and (c) proprietary information, including, ideas, samples, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, Prototypes, equipment, algorithms, software programs, software source documents and formulae related to the current, future and proposed products and services of each of the parties, including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

### Exclusion:

Confidential information shall not include:

- i) The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by either Party; or
- ii) The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- iii) The information, which was already known to either Party and has been received from a third party source.

## FINANCIALS

As mutually discussed by the parties to the MOU, the projects costs, charges for Service provided and expenses are discussed and decided by mutual discussions.

## SPECIAL PROVISIONS

1. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate agreements.
2. Each party may use other party's name and logo for promotional and associated activities pursuant to current MoU and subsequent contracts.
3. Both parties here shall do their utmost to ensure the smooth and efficient execution of this MoU.
4. The two parties will consult with each other for any subsequent associated MoU informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated MoU informally.

## DURATION OF MOU

The Agreement shall commence on the date first written above and shall continue for a period of 3 (Three) years. It is extendable for further period as mutually agreed upon by the parties to the MOU.





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## Termination

Either party may terminate this MoU without cause upon thirty (30) days written notice. Upon such termination, both the parties shall be released from any and all further obligations under this MoU. Both party's obligations under Intellectual Property and Confidentiality clauses shall continue pursuant to the termination of this MoU.

## Arbitration

Both parties will use their best efforts to settle all matters of dispute amicably. All disputes and differences of any kind which cannot be solved amicably by the parties, shall be referred to arbitration. The arbitration proceedings are carried out in accordance to laws encompassed under the Arbitration and Conciliation Act 1996.

The terms of this MoU shall be interpreted as per the laws of India and this MoU shall be subject to the jurisdiction of the courts at Bengaluru only.

## Governing Law and Jurisdiction

This MoU shall be governed by, construed and enforced in accordance with the laws in force in India. The jurisdiction for any disputes arising under this MoU shall be the courts of Bangalore.


## Notices

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or registered post to the applicable party at the addresses mentioned at the beginning of this MoU. Addresses may be changed by notice in writing signed by the addressee.

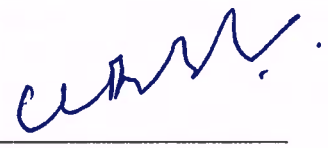
## Amendment

No amendment or modification of this MoU shall be valid or effective, unless in writing and signed by the parties to this MoU.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 05<sup>th</sup> day of June 2023.

Sign   
Dr. Shivanand Utlasar  
President  
Unidemy Global Inc  
Bangalore, India

**President**  
**Dr. Shivanand Utlasar**  
**UNIDEMY GLOBAL**

Sign   
Dr. Lingegowda K.B.  
Vice Chancellor  
Sri Siddhartha Academy of Higher Education  
Tumkur, India

**VICE-CHANCELLOR**  
Sri Siddhartha Academy of Higher Education  
Agalakote, B.H. Road, Tumkur - 572 107.