

**AGREEMENT
BETWEEN
GEORGIAN COLLEGE
AND
GLS University**

This agreement dated on this 20 day of December 2018.

<p>BETWEEN</p> <p>GEORGIAN COLLEGE</p> <p>One Georgian Drive Barrie, Ontario Canada L4M 3X9</p>	<p>AND</p> <p>GLS University, GLS campus</p> <p>opp. Law Garden, Ellisbridge, Ahmedabad- 380006</p>
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This is an Agreement between Georgian College (hereinafter referred to as GC) and the GLS University (hereinafter referred to as GLS)

PROJECT TITLE Business Leadership Program (also referred to as "the program")

PROGRAM SUMMARY

Purpose:

The Business Leadership program is a non-credit program specifically designed to give participants an opportunity to experience Canadian culture while developing personal and professional leadership skills. Leadership development is integral to business management and organizational development. Based on an experiential learning model, the programs actively engage students in class and through activities to provide a fun and integrated learning experience. Regardless of students' academic backgrounds or professional goals, these programs offer students practical skills and transformational learning.

The curriculum of these programs covers a broad spectrum of topics including:

- Effective team-based learning
- The role of leadership in personal and organizational development.

Project Details:

- GC will receive a Minimum 24 Students, Maximum 30 students per cohort -- maximum of 2 cohorts from GSL for 18 days for the Business Leadership Program from May 14th to May 31st, 2018.
- The programming encourages specific outcomes. Students should be able to:
 - Increase confidence in cross-cultural interactions
 - Understand the impact that culture has on interpersonal communications
 - Employ proven strategies for working on highly effective teams

- Understand the role that social entrepreneurship plays in community development
 - Identify individual cultural context for leadership quality acquisition
 - Identify the role that leadership plays within an organization
 - Demonstrate use of effective presentation skills (verbal & non-verbal)
 - Understand the role of leadership traits in personal and professional development
 - Develop interview skills through simulations
- Program Features:
- Student Pathways Panel:
 - Current Georgian students will share their experiences of student life in Canada with this interactive session. Students will have the opportunity to ask formal questions or engage in informal conversation with domestic and international students. This session also includes a brief look at the types of educational pathways and programs offered in Canada and at Georgian.
 - Team Presentations:
 - Students work on a program-long team assignment in diverse teams. Explicit team building strategies are taught, and then students apply their group skills and intercultural skills learning throughout the assignment. Professional communication strategies and presentation skills are also supported and applied.
 - Orientation to Program and Campus Tour
 - Georgian College Statement of Completion and memento gift
- All content is designed employing adult education methodology supported by practice and research in adult learning theories.
- The language ability and cultural needs of the participants are reflected in the material taught presented.
- Potential synergies and areas for collaboration between the two institutes will be explored.

PROJECT RESPONSIBILITIES:

GC will provide:

- A letter of acceptance for each participant to assist with VISA preparation and immigration processes.
- Reception and transfer to and from Pearson International airport in Toronto, Ontario, Canada.
- Orientation Program on arrival at GC.
- Accommodations for 17 nights from May 14 to May 31, 2018 at GC residence on campus. Double Occupancy for students, private secured bedroom each, shared full bathroom and kitchenette. Chaperones/ Faculty Accommodations – Single Occupancy per suite
- Local Transportation within Barrie
- Transportation to all activities and events
- Social and cultural activities Includes*:
 - Toronto + CN Tower
 - Canada's Wonderland
 - Rock Climbing
 - Niagara Falls + Hornblower (Boat Cruise)
 - Local Shopping Trip
 - Treetop Trekking
 - Canoeing
 - Vertical Zone – Trampoline Park
 - Honey Farm Experience

▪ Indigenous Cultural Activity

*activities subject to change based on availability – to be replaced with equivalent activity if needed – Georgian College to determine substitutions

- Meals: 3 meals per day - Vegetarian
- Closing Remarks and Statement of Participation prepared for all participants in the project.
- Administration, communication and coordination of all project aspects with GLS directly as well their appointed agent BITTRACK.

GLS will provide:

- GLS, through the signers are responsible for this document and will be in charge of issuing the payments for the total of the participants.
- Any information and communication that is required from GLS by GC must be received by GC in a timely manner.
- Provide final student list including flight confirmations and visa approval confirmations by March 15th, 2018
- Final dates approved no later than March 15th, 2018. Current proposed dates are May 14th to and including May 31st. These are subject to changes based on mutual agreement between GC and GLS due to GLS examination schedule
- GLS will provide each student with a pre-departure session with the support of GC through providing itinerary, responsibilities checklist as well as any other information need to set their participant's expectations
- Ensure that each students has Medical insurance of their own

PROJECT DATES

- Program start date is May 15th, 2018 with participants arriving May 14, 2018.
- Program end date is May 30th, 2018 with the departure of participants May 31, 2018.
- Any requests for changes to these dates must be to GC in writing no later than 4:00pm eastern standard time, Thursday March 15th, 2018 and are subject to availability by GC and the vendors required by GC to fulfil the contract.
- **Any change to the dates listed above or dates agreed upon prior to March 15th 2018 is subject to penalty of \$200 per participant, per incident.**

PROJECT FEES

- The cost per student is \$3,000 Canadian dollars; the total amount for the minimum of 24 students will be \$72,000 Canadian dollars.
- GLS agrees to pay, in full, for 24 participants regardless of enrollment numbers, and additional per participant \$3,000 up to a maximum of 30 participants per cohort.
- **Deposit of 50% is due by March 15th 2018 with final payment due 2 weeks before the start of the program, May 2nd 2018.**

PAYMENT PROCESS

Payment can be made through an international transfer to the bank account below

Wire or bank transfer

Royal Bank of Canada

Transit 13 00302-003

53 Bayfield Street

Barrie, Ontario, CANADA

Credit account of Georgian College of Applied Arts and Technology

Account 13 130-344-5

Swift Code (if needed) is **ROYCCAT2**

ABA 13021 000021 (for US senders)

REPRESENTATIVES

For the purposes of this agreement and any notice, request, direction or communication GC hereto designates as follows its representative:

Signing Authority and Escalations

Kevin Weaver

Vice President, International, Workforce development and Partnerships

Coordination and Planning

Jennifer Charbonneau

Partnership & Student Service Coordinator, International Education and Development

705.728.1968, ext. 1027 | Jennifer.Charbonneau@GeorgianCollege.ca

For the purposes of this agreement and any notice, request, direction or communication GLS hereto designates as follows its representative:

Signing Authority and Escalations

Dr. Rajesh Asrani

Dean – School of Doctoral Research & Innovation

rajesh@glsuniversity.ac.in

Coordination and Planning

Hemant Agrawal

BitTRACK Foreign Education & Visa Consultant

hemant@bittrack.com

TERMINATION

- a. Either party can terminate the contract without prejudice with 30 days notice in writing.
- b. Student fees for a visa denial will be refunded upon proof of Immigration denial as long as GLS has met their minimum of 24 participants per cohort.

CONFIDENTIALITY

GLS agrees to treat all student information confidentially in accordance with the privacy legislation of Ontario and the privacy standards and policies of GC.

ARBITRATION

All Parties consent to the arbitration process outlined in the attached Schedule A.

ASSIGNMENT

No party may assign this Agreement, in whole or in part, without the express written consent of the other parties.

FORCE MAJURE

No party shall be responsible to the others for non-performance or delay in performance occasioned by any causes beyond its reasonable control including without limitation acts of civil or military authority, World Health Organization alerts, strikes, war, lockouts, embargoes, insurrections, and terrorism, acts of God or any acts of any governmental authority.

INDEPEDENCE OF ACTION

The Parties to this Agreement are independent contractors. There is no relationship of partnership, employment between the Parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

JURISTITION

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of Canada and the Province of Ontario applicable therein.

This Agreement shall supersede all previous Agreements between the Parties.


The Parties agree that the terms and conditions of this Agreement shall govern subsequent written addenda entered into by the Parties, mutatis mutandis.

This Agreement shall be binding upon signing and shall ensure to the benefit of GC and HLIC and their successors and permitted assigns.

The failure of either party to insist upon strict performance of any terms and conditions or to exercise any of its rights set out in this Agreement shall not constitute a waiver of these rights, and these rights shall continue in full force and effect.


AGREEMENT

If GLS is in agreement with this Agreement, it is requested that a countersigned copy be duly returned to GC (a faxed or scanned copy is acceptable).



Kevin Weaver
Vice President, International, Workforce Development and Partnerships
Georgian College of Applied Arts and Technology

Dated Dec. 21/17.
(date)



Dr. Rajesh Asrani
Dean - School of Doctoral Research & Innovation
GLS University, GLS campus,

Dated _____
(date)

SCHEDULE A: ARBITRATION

- A. The Parties shall make every effort to resolve any disputes they may have relating to this Agreement amicably. In the event that they are unable to do so, any and all claims in any way relating to or arising from this Agreement shall be referred to binding arbitration before a single arbitrator mutually acceptable to all the Parties for resolution in the most efficient and expeditious manner. In the event that the Parties cannot agree upon the selection of a single arbitrator within ten days of one party providing written notice to the others of the person it would select as the single arbitrator, the arbitration will be conducted before a panel of three (3) arbitrators, one arbitrator chosen by GC and one arbitrator by SIT, and the third chosen by the two appointed; all parties shall be chosen within ten days of the failure to select a single arbitrator. The references hereinafter to "arbitrator" shall mean the single arbitrator or a majority of the panel of arbitrators, as the case may be.
- B. The arbitrator shall consider the dispute at issue in Toronto, Canada, at mutually agreed upon time within sixty (60) days (or such longer period as may be acceptable to the Parties) of the referral of the dispute to the arbitrator. The arbitrator shall not have the authority to modify any term or provision of this Agreement. Notwithstanding the foregoing, the Parties agree that they will attempt and they intend that they and the arbitrator should use their best efforts in that attempt, to conclude the arbitration proceeding and have a final decision from the arbitrator within ninety (90) days from the date the dispute is referred to the arbitrator; provided, however, that the arbitrator shall be entitled to extend such 90-day period one or more times to the extent necessary for such arbitrator to place a dollar value on any claim that may be unliquidated. The arbitrator shall immediately deliver a written decision with respect to the dispute to each of the Parties, who shall promptly act in accordance therewith. Each party to such arbitration agrees that any decision of the arbitrator shall be final, conclusive and binding, absent fraud or manifest error, and that they will not contest any action by any other party thereto in accordance with a decision of the arbitrator, except if such factors are present. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this provision by bringing suit in any court of competent jurisdiction.
- C. Fees, costs and expenses (including attorneys' fees and expenses) incurred by the party that prevails in any such arbitration commenced pursuant to this provision or any judicial action or proceeding seeking to enforce the agreement to arbitrate disputes as set forth in this provision or seeking to enforce any order or award of any arbitration commenced pursuant to this provision may be assessed against the party or Parties that do not prevail in such arbitration in such manner as the arbitrator or the court in such judicial action, as the case may be, may determine to be appropriate under the circumstances. All costs and expenses attributable to the arbitrator shall be allocated among the parties to the arbitration in such manner as the arbitrator shall determine to be appropriate under the circumstances.
- D. The arbitration shall be governed by the International Commercial Arbitration Act (Ontario) in such manner as the arbitrator shall determine to be appropriate under the circumstances.



**LEEDS
BECKETT
UNIVERSITY**

MEMORANDUM OF ARTICULATION

**BETWEEN
LEEDS BECKETT UNIVERSITY, UNITED KINGDOM (the UNIVERSITY)**

**AND
GLS UNIVERSITY, GUJARAT, INDIA (the PARTNER)**

- 1 This Memorandum sets out in principle the points of entry for students of GLS University (**Students**) to specific courses of the University (**Courses**).
- 2 Students who meet the eligibility criteria set out in columns 1 and 2 of the Schedule (clause 14) may be eligible for a place on the relevant Course and at the point of entry as set out in columns 3 and 4 of the Schedule.
- 3 Eligible Students will be considered for acceptance onto a Course and at the relevant point of entry by the Course Director (or equivalent) of the applicable Course. Each potential offer of a place on a course by the University will be assessed on its own merits by the University and the applicable Course Director (or equivalent). The University shall be under no obligation to make any offer to any eligible student (**Offer**) nor shall it be under any obligation to give reasons as to why it has or has not made an Offer.
- 4 No Offer will be made if it is not approved by the relevant Course Director (or equivalent) nor will any offer be made if the relevant Course ceases to be delivered at the University.
- 5 The parties shall co-operate to provide appropriate academic counselling to Students as to their suitability to a Course. There will be no right of appeal for any Student in relation to any decision by the University to make or not make an Offer.
- 6 Any Student accepting an Offer must be able to evidence a qualification in the English language which the University regards as appropriate, in its complete discretion. The minimum standard normally expected shall be IELTS 6.0 with no band below 5.5 or equivalent PTE and TOEFL scores or above or GCSE/GCE O-Level English Language at grade C or above.
- 7 Students who accept an Offer and commence a Course will be registered and enrolled by the University. Students will be required to pay to the University such fees as are set by the University.
- 8 The University will endeavour to provide (a) reasonable support to Students who have accepted an Offer to find accommodation and (b) induction programmes as appropriate.

- 9 On the successful completion of the Course, a Student will receive the appropriate certificate for the award.
- 10 This Memorandum shall expire on the date which is five years after the date of execution but may be terminated earlier than that date at any time by either party upon the giving of one week's written notice to the other.
- 11 GLS University shall be entitled to use the University name and logo only as specifically agreed in advance in writing with the University and in accordance with the University's guidance relating to the use of published information, which is published by the University from time to time.
- 12 This Memorandum is not intended to be legally binding, with the exception of clauses 10 (duration and termination), 11 (use of name) and 13 (governing law and jurisdiction). Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any party as an agent of the other party. Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake.
- 13 The parties irrevocably agree that this Memorandum and any disputes arising under or in any way connected with the subject matter or formation of this Memorandum shall be governed by and construed in accordance with English law. Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes or other matters arising out of or in connection with this Memorandum.
- 14 **The Schedule**

GLS University		University	
Applicable course of study	Acceptable minimum score / average grade required	Proposed Course	Point of entry onto proposed Course
B.Com	2;2 or 50%	BA (Hons) Business and Management	Level 6 , + MBA following entry to MBA (subject to meeting the entry requirements)
BBA	2;2 or 50%	BA (Hons) Business and Management	Level 6 , + MBA following entry to MBA (subject to meeting the entry requirements)
BCA	2;2 or 50%	MEng Computer Science	L6
Integrated MSC IT	2;2 or 50%	MEng Computer Science	L6

15 Signatures

Authorised Signatory for LEEDS BECKETT UNIVERSITY

Signature



Name in capitals

PROFESSOR PETER SLEE

Post

VICE CHANCELLOR

Date

03 June 2019.....

Authorised Signatory for GLS UNIVERSITY

Signature



Name in capitals

MS CHANDNI KAPADIA

Post

INTERNATIONAL DIRECTOR

Date

18.6.19.....

ANNEXE 1 TO MEMORANDUM OF ARTICULATION

BETWEEN

LEEDS BECKETT UNIVERSITY UNITED KINGDOM (the UNIVERSITY)

AND

GLS UNIVERSITY, GUJARAT, INDIA

This Annexe hereby replaces the following clause in the Memorandum of Articulation (**the Memorandum**), between the parties above with effect from 14 June 2019.

14 **The Schedule**

GLS UNIVERSITY		LEEDS BECKETT UNIVERSITY	
Applicable course of study	Acceptable minimum score / average grade required	Proposed Course	Point of entry onto proposed Course
B.Com	2;2 or 50%	BA (Hons) Accounting and Finance	Level 6 , + MBA following entry to MBA (subject to meeting the entry requirements)
BBA	2;2 or 50%	BA (Hons) Business and Management	Level 6 , + MBA following entry to MBA (subject to meeting the entry requirements)
BCA	2;2 or 50%	MEng Computer Science	L6
Integrated MSC IT	2;2 or 50%	MEng Computer Science	L6

There is no other variation to the Memorandum.



MEMORANDUM OF UNDERSTANDING
BETWEEN
GLS UNIVERSITY, INDIA (the UNIVERSITY)
AND
NABA - NUOVA ACCADEMIA S.R.L. (the OTHER PARTY)

1 Purpose of Memorandum

The purpose of this Memorandum is to underpin the development of what is hoped will become a long-term partnership between the University and NABA the other party.

It therefore sets out matters of agreed principle and policy, reflecting the spirit of co-operation between the University and NABA, but it is not intended to be legally binding, with the exception of clause 6. NABA and GLS University may but are not obliged to enter into separate formal legally binding agreements in relation to their various joint activities, which will fully document the rights and obligations on each side.

2 Aims of the joint activity

The University and NABA agree in good faith to work together to promote or develop the following:

- 2.1 the provision of assured high-quality education through joint initiatives in curriculum development;
- 2.2 extending and increasing access, geographically and socially, to higher education;
- 2.3 improving the services the University and NABA offer to local communities, business and industry;
- 2.4 joint initiatives in research;
- 2.5 building a network of education opportunities accessible to all;
- 2.6 enhancing staff development opportunities by fully exploiting the strengths of both parties, to the benefit of all concerned;
- 2.7 the interchange of members of staff;

- 2.8 the interchange of students;
- 2.9 an articulation agreement in subject area(s); and

3 Agreements between the University and the NABA

As noted in clause 1, any such future joint activities of the University and NABA will be, where appropriate, covered by appropriate legally binding agreements.

4 Principles of joint developments

The University and NABA agree to:

- 4.1 ensure that strategic planning for all activities takes place within the annual higher education planning cycle, and at an appropriately senior level within each institution, so enabling the parties to maximise the use of public funds and avoid unnecessary duplication of effort; [delete if not appropriate]
- 4.2 ensure that all activity is conducted in an orderly manner, reflects the strengths of the parties, and where possible is complementary, drawing on their respective missions and corporate plans;

5 Senior contacts

The University and NABA will each nominate a senior contact who will be responsible in practice for ensuring effective liaison between them; preserving the underpinning principles outlined here; and maintaining an overall perspective on developments initiated through this Memorandum.

6 General

- 6.1 The GLS University shall be entitled to use the University name and logo only as specifically agreed in advance in writing with the University.
- 6.2 This Memorandum shall expire on the date that is five (5) years after the date of execution but may be terminated earlier than that date at any time by either party upon the giving of one (1) week's written notice to the other.
- 6.3 Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any party as an agent of the other party.
- 6.4 The terms of this Memorandum may be amended at any time by agreement in writing between the parties.
- 6.5 The parties irrevocably agree that this Memorandum and any disputes arising under or in any way connected with the subject matter or formation of this Memorandum shall be governed by and construed in accordance with Indian law. Each party submits to the exclusive

jurisdiction of the courts of _____ in relation to any disputes or other matters arising out of or in connection with this Memorandum.

7 Signatures

Authorized Signatory for NABA.

Signature



Name in capitals

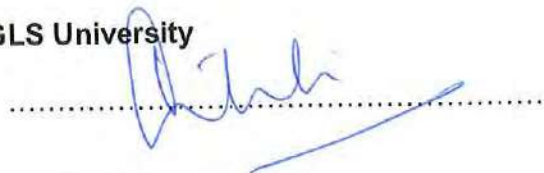
MARIA JABER

Post INTERNATIONAL PARTNERSHIPS & STRATEGIC BUSINESS HEAD.

Date 25th October 2023.

Authorized Signatory for GLS University

Signature



Name in capital

Dr. CHANDNI KAPADIA

Post

Executive Director

Date

25th October 2023



17

Memorandum of Agreement between
GLS University (India)
and
New Jersey City University (The United States of America)
for the
3+1 Joint Degree Program in Management (Master's Optional)

This Memorandum of Agreement ("Agreement"), dated April 21, 2021 (the effective date) is made between GLS University ("GLS") in Ahmedabad, India and New Jersey City University (NJCU) in Jersey City, New Jersey, USA, collectively referred to as the "Parties."

WHEREAS, The Parties have agreed to establish a collaborative program that enables students enrolled at GLS to enter a Joint-Degree Program in Management.

This provisional Agreement is made between:

GLS University GLS Campus, Opp. Law Garden, Ellisbridge Ahmedabad 380006	New Jersey City University 2039 Kennedy Blvd Jersey City, NJ 07003
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This cooperation does not bar either party from developing similar agreements with other institutions of higher education or from implementing similar cooperative relationships that serve the interests of the two parties.



Article 1: Degree Program Design

- 1.1 This Agreement is for the Joint-Degree Program, 3+1 path (Program), with credits transfer between the Parties. This Agreement enables GLS students to complete a three-year (140 GLS Credits) Bachelor's degree program at GLS and receive a Bachelor's degree in Management from NJCU through a transfer of credits and the completion of 1 year (46 credits) at NJCU.
- 1.2 After the completion of the first 3 years of Undergraduate studies at GLS and having obtained 140 GLS Credits, students from GLS will have the opportunity to visit and study the 4th year at NJCU at the School of Business (Year 4) and obtain an NJCU Bachelor's degree under the following model: One full academic year (2 semesters) of courses (September to May).
- 1.3 Optical Practical Training is available for students who successfully visit and graduate from NJCU. Students will earn 140 credits from GLS and 120 credits from NJCU, and will be awarded the Bachelor's degree in Management from NJCU after successfully completing required coursework for both institutions.

Other Options After Earning the Bachelor's Degree at GLS

- 1.4 **3+1+1:** Students completing the Bachelor's in Business Administration (BBA) at GLS University can earn a Bachelor of Science degree in Management at NJCU within one year (3+1+1 Program). Students may earn a Master's of Business Administration (MBA) from NJCU with three additional terms, to be completed over one calendar year including summer. Transfer equivalents are noted. Recommended BBA electives that will satisfy NJCU general education requirements are also identified.
- 1.5 **3+1 Accelerated MBA:** Another option for GLS University BBA students and alumni is admission to an accelerated pathway to the MBA (Accelerated MBA Program). Admitted students complete a 9-credit, in-person course at NJCU in partnership with Harvard Business School Online, to allow entry to the MBA at NJCU for BBA graduates of GLS University.

Article 2: Requirements for Admission and Enrollment

- 2.1 GLS University
 1. Passed the GSEB/CBSE/ICSE or its equivalent board under the 10 + 2 pattern in Commerce or Science stream, with English and Mathematics /Physics/ Statistics/ Business Mathematics/ Accountancy subject.
 2. Obtained the following minimum aggregate marks
Open category candidates: 45%
Reserved category (SC/ST/SEBC) candidates: 40%
- 2.2 New Jersey City University
 1. GLS students must successfully complete first three years at GLS in the Program.
 2. Students in the Program must earn at least a 6.0 IELTS or 80 TOEFL.
 3. Students in the Program must submit to NJCU an application for admission.
 4. Students in the Program must submit official GLS transcripts to NJCU.
 5. Students in the Program must transfer at least 90 credits to NJCU (courses must have an earned grade of "C" or better to transfer; in some cases, must earn a "B" or better in major business courses).
 6. Students in the Program must apply for F-1 visa.
 7. Students must adhere to and meet all immunization and insurance requirements.



8. Students must reside on campus for the full year at NJCU.

Article 3: Cohort Model

3.1 The students participating in this Program will enter the Program as a group, or "cohort," and proceed through the Program together taking a predetermined schedule of classes. The cohort model allows the students to work together and form close bonds with their classmates, creating a cohesive student group. There is no minimum enrollment requirement for a cohort.

Article 4: Course Delivery

4.1 All courses will be delivered face-to-face or hybrid for the first three years. In the last year, students will have to visit NJCU for face-to-face or hybrid instruction. All courses will be taught by qualified faculty at each institution, and courses will be taught in English for the full four years.

Article 5: Responsibilities

5.1 GLS University

1. GLS will appoint a representative to supervise the carrying out of the Agreement and the Program, including:
 - a. Confirming that both parties will perform rights and obligations in this Agreement appropriately.
 - b. Ensuring that teaching and evaluation criteria have reached a level accepted by both parties.
 - c. Cooperating to appropriately address any issues that arise.
 - d. Enrolling and registering the students in accordance to applicable national regulations in India
 - e. Teaching the initial three years of the Program as well as providing support staff and services, academic and non-academic, and supervising examinations and record keeping.
2. GLS is responsible for marketing the Program to all incoming students. Students from GLS must specify while applying that they intend to take the 3+1 path and should follow the GLS "Degree Student's Admission procedure" at GLS.
3. GLS will be responsible for providing application and registration instructions to students for the duration of their enrollment in the joint degree program, which includes the maintenance of student records.
4. GLS will hire its own onsite instructors for its part of the joint degree curriculum.
5. GLS will partner with NJCU to provide student orientations for all students enrolled in the Program.
6. GLS will ensure students have access to electronic databases in affiliate library.
7. GLS shall be responsible for assessing student tuition and fees for the first three years of the Program. All payments made by students to GLS shall be in rupees. The payments will be made directly to GLS. The payment schedule for each term will be provided to the students in advance. Students in arrears will be dropped from the Program.
8. GLS will award a BBA to students who successfully complete the program requirement, according to the signed articulation/curriculum map, to complete the required 140 GLS credits.



9. GLS will be responsible for issuing certificates of registration, transcripts, and degree to concerned students and for keeping the students' records. Students successfully completing their program at GLS and obtaining all credits will be granted the BBA from GLS. ₂
10. GLS will provide teaching facilities, equipment, books and computers which are necessary for learning in higher education and are unanimously identified by all Parties, for the duration of studies in India.
11. GLS will establish and consolidate a teaching quality securing system together with NJCU to secure teaching quality of the Parties; GLS is also responsible for the teaching management of registered students in India and ensuring teaching quality.
12. GLS will determine the contents of student recruitment, advertising material and brochure together with NJCU; however, there should be no implication or guarantee concerning whether students meet the conditions in the United States to obtain a student visa.

5.2 New Jersey City University Requirements

1. NJCU will appoint a representative to supervise the carrying out of the Agreement and the Program, including:
 - a. Performing rights and obligations in this Agreement appropriately.
 - b. Teaching and evaluation criteria have reached a level accepted by all Parties.
 - c. Ensuring other issues during cooperation are appropriately solved.
 - d. Enrolling and registering the students in accordance to applicable national regulations in the United States
 - e. Teaching the final 4th year of the Program as well as providing support staff and services, academic and non-academic, and supervising examinations and record keeping.
2. NJCU will market the Program to all incoming students. Students from GLS must specify while applying that they intend to take the 3+1 path and should follow the NJCU "Degree Student's Admission procedure" at NJCU.
3. NJCU will be responsible for providing application and registration instructions to students for the final year of their enrollment in the Program, which includes the maintenance of student records.
4. NJCU will hire its own onsite instructors for its part of the joint degree curriculum.
5. NJCU will partner with GLS to provide student orientations for all students enrolled in the Program.
6. NJCU will ensure students have access to electronic databases in NJCU/affiliate library.
7. NJCU shall be responsible for assessing student tuition and fees for the final fourth year of the program. All payments made by students to NJCU shall be in U.S. dollars. The payments will be made directly to NJCU. The payment schedule for each term will be provided to the students in advance. Students in arrears will be dropped from the Program.
8. NJCU will award a bachelor's degree to students who successfully complete the Program requirement after transferring the GLS courses (according to the signed articulation/curriculum map) to complete the required 120 credits to graduate, which includes at least 30 residency NJCU credits.
9. NJCU will be responsible for issuing certificates of registration, transcripts, and degree to concerned students and keeping the students records. Students successfully completing their program at NJCU and obtaining all credits will be granted the Bachelor of Science in Management from NJCU. Credit recognition rules and procedures will be based on the requirements of the State of New Jersey, the Middle States accreditation body, and the NJCU Board of Trustees.

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10. NJCU will initiate the approval of the Program in the United States and will provide related documents concerning all approvals and regulations to GLS in initiation, finalization, and approval of the Program before GLS authorities, where appropriate.
11. NJCU will provide teaching facilities, and equipment, which are necessary for learning in higher education for the duration of studies in the United States.
12. NJCU will establish and consolidate a teaching quality securing system together with GLS to secure teaching quality of the Parties; NJCU is also responsible for teaching management of registered students in the United States, and ensuring teaching quality.
13. NJCU will determine the contents of student recruitment, advertising material and brochure together with GLS; however, there should be no implication or guarantee concerning whether students meet the conditions in the United States to obtain a student visa.
14. NJCU will initiate the approval of the cooperation Program in Management, and provide related documents concerning the cooperation to GLS, particularly those necessary for Indian ministerial approval.
15. NJCU will register students in Management for the fourth year, as well as provide guidance to GLS in regulations and logistics necessary for student pre-departure, particularly those concerning insurance, housing and program regulations.

Article 6: Financial Model

GLS students will pay tuition and fees, which includes expenses for room and board, to NJCU in accordance with the institution's annual tuition and fee schedule. Students enrolled in the Program who are attending classes at NJCU during their fourth year will be automatically offered a \$3000 scholarship per term per student for no more than two terms.

Article 7: Degree Awards and Classification Procedures

7.1 Upon completion of the Joint Degree Bachelor Program in Management, students who successfully complete the graduation requirements will be awarded a Bachelor's Degree issued by GLS and a Bachelor's Degree issued by NJCU.

7.2 The grading of courses at GLS is as follows:

DEFINITION	ECTS GRADE	% EQUIVALENT	Grade Point Average (GPA)
Outstanding	O+	85 and above	8.5 - 10.0
Excellent	O	70 – 84.99	7.0 – 8.49
Very Good	A	60 – 69.99	6.0 – 6.99
Good	B+	55 – 59.99	5.5 – 5.99
Fair	B	48 – 54.99	4.8 – 5.49
Average	C	40 – 47.99	4.0 – 4.79
Fail or Dropped	F	below 40	0.0



7.3 The grading of courses at NJCU is as follows:

DEFINITION	GRADE	% EQUIVALENT	Grade Point Average (GPA)
N/A	A		4.0
N/A	A-		3.7
N/A	B+		3.3
N/A	B		3.0
N/A	B-		2.7
N/A	C+		2.3
N/A	C		2.0
N/A	C-		1.7
N/A	D		1
N/A	P		Pass
N/A	F		0

Other issues related to the evaluation system are regulated by the State of New Jersey and are in line with the Middle States accrediting body.

Article 8: Credit Requirements

8.1 Students in the Program must meet the credit requirements (general education, major, elective and graduation) at both institutions.

8.2 For the award of the Bachelor's Degree from NJCU, candidates must have completed at least 140 Credits fulfilling the regulations of GLS, and 120 credits, including at least 30 residency credits, which fulfils the requirements at NJCU. The first three years will be taken at GLS and the final year at NJCU. To successfully graduate from GLS, students must have completed with a minimum (C grade) in all credit courses. At NJCU, students must earn a grade of C or better to transfer in courses from GLS. At NJCU, students must also earn a C or better in their major courses. GLS students must successfully transfer at least 90 credits to NJCU to be eligible to graduate in one year.

Article 9: Cancellation of Program: Contingency Plan

9.1 Should the Program be discontinued, the Parties commit to deliver the remaining courses to students currently enrolled or ensure students are enrolled in a similar Program.

Article 10: Rules on Fulfilment and Changes to Agreement



- 10.1 Any modifications and/or amendments to this Agreement must be made in writing with the mutual consent of the Parties.
- 10.2 Renewal of this Agreement will be automatic unless any of the parties terminates it, for which prior written notice of at least 6 months to the other Party must be given. Such notice must be communicated in writing before the start of the annual admission cycle, which begins in September of the preceding year.
- 10.3 In the case of an early termination of the Agreement, the specific projects created in its framework will continue up to the ending, without affecting the commitments undertaken in the course of the Agreement, unless this is contrary to the law applicable to any party.
- 10.4 Any disputes arising under or in connection with this Agreement, which cannot be resolved by amicable discussions between the Parties, shall be referred to the Presidents of their respective Universities or their nominees for resolution.
- 10.5 Any dispute arising under or in connection with this Agreement relating to students studying at NJCU shall be governed by the laws of the State of New Jersey, without regard to principles of conflict of law. Any disputes arising under or in connection with this Agreement between the parties shall be governed by the laws of the State of New Jersey or by the laws of Ahmedabad, India, depending on the nature of the dispute and the location in which it arose.

Article 11: Duration and Revision

- 11.1 This agreement shall become effective from the date of signature by both institutions for a period of 5 years. It shall be automatically renewed after this period, unless stated otherwise by any party. In addition, any party may terminate the agreement in writing at least six months prior to the beginning of each academic year, provided that the progress of students who are enrolled in or admitted to the Program, the 3+1+1 Program, or the Accelerated MBA Program is not interrupted.
- 11.2 Any relevant matters not contained in this agreement should be resolved by discussion between the Parties. GLS and NJCU will work closely and exchange information to insure implementation of this cooperation. To such effect, and to review the correct adherence and performance of the agreement, GLS designates the Chief Operating Officer (COO), and NJCU designates the Assistant Vice President for Global Initiatives.
- 11.3 A minimum of one yearly meeting will take place between GLS and NJCU to evaluate and ensure program and institutional standards as well as logistic and financial matters are properly conducted.

Article 12: Academic Freedom

- 12.1 The Parties agree to observe and respect the commonly accepted principles of academic freedom.

Article 13: Agreement Language

- 13.1 This Agreement is written in English. Even if the agreement is translated in another language, the English version shall prevail.

Article 14: Open Public Records Act

- 14.1 As an agreement, the records of the agreement and partnership(s) are subject to the Open Public Records Act in the United States of America. This Agreement and other documents pertinent to the partnership(s) are public documents and may be posted on the website of NJCU.





Article 15: Other Binding Laws

15.1 It is understood that NJCU must abide by the policies of the NJCU, its Board of Trustees, the laws of the state of New Jersey, the rules and regulations governed by the Middle States Commission on Higher Education and the laws of the United States of America.

Article 16: Signatures

16.1 Once this agreement is approved by the Parties' respected ministries, the official signatories will sign and date below as confirmation of approval and agreement to cooperate as outlined in Articles 1-15 above.

<p>For GLS University Dr. Sudhir Nanavati President</p> <p><i>Sudhir Nanavati</i></p> <p>Date <i>8th June 2021</i></p> 	<p>For New Jersey City University Dr. Sue Henderson President</p> <p><i>Sue Henderson</i></p> <p>Date 6/11/2021</p> 
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**Appendix 1:
Articulation/Curriculum Map**



Memorandum of Understanding

This Memorandum of Understanding ("MoU") is entered into and made effective from the last date of signature below by and between GLS University having its place of business at GLS Campus, Opp. Law Garden, Ellisbridge, Ahmedabad – 380006 and The Seneca College of Applied Arts and Technology (O/A Seneca Polytechnic) having its place of business at 1750 Finch Avenue East, Toronto, M2J 2X5 ON, Canada ("Seneca").

Whereas,

1. Seneca is a public polytechnic institution with multiple campuses in the Greater Toronto Area and Peterborough regions offering part-time and full-time programs at baccalaureate, diploma, certificate and graduate levels;
2. GLS University promoted by Gujarat Law Society which was established in the year 1927, is one of the largest and oldest educational institutions in the State of Gujarat. Since its inception, GLS has taken a pioneering role by offering programmes in several disciplines such as Business Management, Computer Technology, Engineering, Commerce, Business Administration, Design, Law, performing arts, doctorate, etc. All the courses being offered at GLS have been having high preference and acceptance in the student community as well as in the corporate fraternity;
3. More details about GLS are available at <https://www.glsuniversity.ac.in/overview.html>;
4. Both the parties recognize and are mutually interested in collaboration in international education;
5. The parties wish to establish collaboration based on terms and conditions set out in the sections below.

The parties hereby agree as follows:

1. SCOPE OF THE COLLABORATION

- 1.1 The general purpose of this MoU is to facilitate international academic collaboration between the parties hereunder based on the principles of mutual benefit. The areas of collaboration may include but are not limited to the following:
 - i. Explore access of Seneca credential in a TNE model to students at GLS leading to a pathway into Seneca's 3- year BBA which is in final year of development and is expected to be approved in 2024. For this TNE Centre GLS will recruit new cohort of students and not use their existing students

- ii. Other forms of collaboration that would serve general purpose based on principals of mutual benefit.

2. THE AGREEMENT

- 2.1 Any specific activity developed under this MoU shall be detailed in a subsequent separate activity agreement, signed by each party's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.
- 2.2 All activities shall be subject to the availability of funds and the approval of each party's authorized representatives.
- 2.3 This MoU will not be construed to obligate any particular expenditure or commitment of resources or personnel.
- 2.4 To the extent there is any conflict between the terms of this MoU and the separate activity agreement, the terms of this MoU shall govern.

3. CONFIDENTIALITY

- 3.1 It is understood that the parties may have to disclose certain proprietary and confidential information to carry out its obligations as set forth in this MoU ("Purpose"). "Confidential Information" means all information that the party disclosing the Confidential Information ("Discloser") advises the party receiving the Confidential Information ("Recipient") is confidential or that Recipient has reason to believe is confidential but excludes information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is or becomes generally known or publicly available through no fault of Recipient; (c) is disclosed to Recipient by a third party who is in rightful possession thereof and has no duty of confidentiality to Discloser; or (d) is or was wholly independently developed by or for Recipient without use or reference to any Confidential Information and without violating any obligation under this MoU. Recipient shall use Confidential Information only for the Purpose, keep it in strict confidence and prevent its disclosure to third parties, using the same degree of care it uses to protect its own information of like character and importance, and in no event with less than reasonable care.
- 3.2 Upon early termination or expiration of this MoU, all Confidential Information shall be returned promptly upon request by the Discloser. Upon termination or expiration of this MoU, the Recipient shall use reasonable efforts to destroy, erase, delete or return to Discloser any and all written or electronic Confidential Information. In no event shall the Recipient retain copies of any Confidential Information provided by the Discloser.
- 3.3 The obligations of confidentiality shall survive the termination of this MoU.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The parties acknowledge and agree that all rights, title and interest in the intellectual property

including all tradenames, trademarks, copyrights, patents and trade secrets, and other Confidential Information or proprietary materials including, but not limited to, all documentation, curriculum and manuals relating thereto ("Intellectual Property Rights"), are and shall as between the parties remain the sole and exclusive property of the originating Party.

- 4.2. GLS shall be and remain the owner of all Intellectual Property rights owned by GLS and Seneca shall be and remain the owner of all Intellectual Property rights owned by Seneca independent of this MoU.
- 4.3 Any new Intellectual Property rights that are developed jointly by the parties in fulfillment of the obligations as set out in this MoU shall be jointly owned by both parties.
- 4.4 The parties agree that the obligations set out in this Section 4 shall survive termination or expiration of this MOU.

5. RESTRICTIONS ON USE OF NAME

- 5.1 A party will not use the name, emblem, logo, trademark or other sign associated with the other party on any service that is directly or indirectly related to this MoU without first obtaining the written permission of that other party to do so. Further, this MoU does not grant either party the right to use the other party's trademarks, tradenames or service marks.
- 5.2 By entering this MoU, neither party shall in any way imply that this MoU, or their partnership, is an endorsement of the other party's services. Moreover, the parties agree not to use the other's name, trademark, or other identifier for any advertising, promotion, publicity, or commercially related purpose without prior written approval and the respective marketing departments for each party will coordinate the marketing of the collaboration and the promotional plans will be subject to approval by each party.

6. PARTNER AGENCY

- 6.1 Parties acknowledge that BitTRACK Consultants remains the partner agency and service provider who has initiated, helped and coordinated this MOU and will further remain instrumental in implementation of the objectives mentioned in the MOU.

7 TERM AND TERMINATION

- 7.1 This MoU shall take effect from the Effective Date and remain in force for a period of five (5) years from the Effective Date and renewed upon mutual written agreement by both parties.
- 7.2 Either Party reserves the right to terminate this MoU without cause with six months written notice, provided that no activity is outstanding.
- 7.3 Either Party may terminate this MoU if a party materially breaches its obligations under this MoU and such breach is not cured within sixty (60) days after delivery of the non-breaching Party's notice or such longer time as the non-breaching Party may specify in the notice.

7.4 In the event an activity is outstanding, either party may terminate this MoU provided that adequate activity completion time is provided to the other party.

7.5 The termination of this MoU for any reason, with or without cause, shall not relieve either party of any obligation pursuant to this MoU which arose on or before the date of termination, and the provisions in this MoU which, by their terms, extend beyond termination or expiration of this MoU, shall survive and continue in full force and effect after the expiration or termination of this MoU.

8 AMENDMENTS

8.1 No modifications or amendments shall take effect unless duly agreed and signed by duly authorized representatives of the Parties.

9 FORCE MAJEURE

9.1 No party shall be in default or in breach of its obligations under this MoU if the performance of such obligations is prevented by any circumstances of Force Majeure which arises after the MoU becomes effective. The term "Force Majeure" as employed herein means an event which is beyond the reasonable control of a party and which prevents or significantly impairs a party's performance of its obligations hereunder impossible or reasonably to be considered impossible in the circumstances or so impractical, and includes but is not limited to, war (whether declared or not), riots, civil disorder, epidemic, pandemic, quarantine, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action or authority by governmental or regulatory agencies or Acts of God. Any excuse from liability as a result of a Force Majeure event shall be effective only to the extent and duration of the event causing the failure or delay in performance and provided that the party relying on such excuse has not caused such event to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform its obligations as reasonably practicable.

10 INDEMNITY

10.1 GLS agrees hereby to indemnify and hold harmless Seneca and its officers, directors, agents, employees and governors which for greater certainty includes His Majesty the King in Right of Ontario, from and against any and all claims, actions and suits (whether groundless or otherwise), losses, damages, costs, expenses, and liabilities of every nature and character arising out of or related to this MoU, except to the extent that any of the same shall be directly caused by the Seneca's willful misconduct or gross negligence.

10.2 Seneca agrees hereby to indemnify and hold harmless GLS and its officers, directors, agents, employees and governors from and against any and all claims, actions and suits (whether groundless or otherwise), losses, damages, costs, expenses, and liabilities of every nature and character arising out of or related to this MoU, except to the extent that any of the same shall be directly caused by willful misconduct or gross negligence of GLS.

11 NOTICES

11.1 All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered electronically, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the tenth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set above, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice.

12 GOVERNING LAW AND DISPUTE RESOLUTION

12.1 The venue for any matter in connection with or arising from this MoU shall be where the responding party is situated and the construction, validity, performance and effect of this MoU will be governed by the laws of that jurisdiction.

13 SEVERABILITY

13.1 The illegality or invalidity of any provision of this MoU shall not impair, affect, or invalidate any other provision of this MoU.

14 ASSIGNMENT

14.1 This MoU will inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns. Neither this MoU nor any rights or obligations of any party hereunder, shall be assigned or otherwise transferred by either party without the prior written consent of the other party. No party transfers by operation of this MoU to the other party any right in or license to any Intellectual Property Rights owned as of the commencement of this MoU.

15 INDEPENDENT PARTIES

15.1 The relationship of the parties to this MoU is that of independent parties and not agents, joint venturers, or partners. Each party will maintain sole and exclusive control over its personnel, operations, and locations.

16 ENTIRE AGREEMENT

16.1 This MoU constitutes the entire agreement between the parties concerning the subject matter of this MoU and supersedes any prior understanding or written or oral agreement.

17 COUNTERPART

17.1 This MoU may be executed in two (2) copies in English language and in any number of counterparts, each of which when executed and delivered shall constitute an original of this MoU, but all the counterparts shall together constitute the same MoU.

The undersigned agree to this MoU on behalf of their respective institutions.

GLS University

By: *S. J. Nanavati*

Dr. Sudhir Nanavati
President

Date: *8th Jun 2024.*

The Seneca College of Applied Arts and
Technology

By: *[Signature]*

David Agnew
President

Date: *Jan. 8, 2024*

DELIVERY AGREEMENT

BETWEEN

Insearch Limited

AND

GLS UNIVERSITY

Delivery Agreement

This Delivery Agreement is executed on this 12th day of September 2022 ("**Effective Date**") between the following parties:

- 1.1 **INSEARCH LIMITED** (ACN 001 425 065) is controlled entity of the University of Technology Sydney (UTS) and a registered private higher education provider of pathways to UTS and having its registered office at Level 9, 187 Thomas Street, Haymarket NSW 2000, Sydney, Australia (hereafter referred to as "**UTS College**") (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said college, its successors and assigns) of the **FIRST PART**; and
- 1.2 **GLS University** a statutory private university established under Gujarat Private Universities Act, 2009, having its office at GLS campus opp. Law Garden, Netaji Road, Ellisbridge, Ahmedabad, 380006, Gujarat, India (**GLS University**) (hereafter referred to as "GLS University") (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said University, its successors and assigns) of the **SECOND PART**

UTS College and GLS University are individually referred to as the **Party** and collectively as a **Parties**.

RECITALS:

- A. UTS College is an education Institution providing education services in Australia and internationally.
- B. GLS University is a private university established under the Gujarat Private Universities Act, 2009 in Ahmedabad, India which teaches undergraduate and graduate programs, post graduate and doctoral level studies. GLS University intends to deliver the Programs to students at the Delivery Centre i.e the GLS campus to allow students to qualify for admission to the nominated UTS undergraduate and post graduate degrees.
- C. The Program is an enabling program designed and approved by UTS (an Australian university) to prepare students for study in Australian higher education Institutions, including UTS College courses.
- D. The Parties now wish to reduce their understanding into writing and this Agreement set forth the terms and conditions of the understanding between the parties.
- E. This Agreement supersedes all the previous agreements between the Parties in respect of the subject matter hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. Definitions and interpretation

- 1.1 In this Agreement, including the Recitals, except to the extent that the context otherwise requires, the following expressions shall have the following meanings.

Academic English means the English language programs delivered by UTS College that prepares students for successful study at university and included levels that are recognised as meeting the language requirements for entry into the Diploma Programs, UTS Foundation Studies and Graduate Certificate Programs and UTS undergraduate degrees and postgraduate degrees. Academic English levels taught by UTS College at the time of this agreement are in Schedule 2.

Agreement means this Agreement and all Schedules to this Agreement.

ACE means the Australian International Education and Training Agent Code of Ethics, available at <https://www.ieaa.org.au/charters/agent-code-of-ethics.%20>. It builds on the framework established by the London statement signed by Australia, Ireland, New Zealand and the UK in 2012 and provides a set of standards specific to Australia education agents.

Articulation means a formal arrangement approved by UTS that enables students to progress to a particular UTS undergraduate degree and/or postgraduate degree and/or UTS College course after satisfactory completion of a Program.

Australian Qualifications Framework means the framework governing and regulating qualifications in the Australian education and training system.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Territory or Sydney, Australia.

Certificate Programs means the graduate certificates offered by UTS College that are compliant with the Australian Qualifications Framework and have been accredited by Tertiary Education Quality and Standards Agency (TEQSA) and approved by UTS for Articulation with specified UTS award courses. Certificate Programs taught by UTS College at the time of this agreement are in Schedule 2.

CRICOS means the Commonwealth Register of Institutions and Courses for Overseas Students. This is the official Australian Government website that lists all Australian education providers that offer courses to people studying in Australia on student visas and courses offered.

Contract Materials means all content and materials that GLS (or its representatives) create in performing their GLS Obligations under this agreement, including all marketing materials, website content, audio-visual and visual content, logos, images, documentation, reports and any other materials.

Confidential Information means confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which:

- (a) is identified as confidential or ought to have been known to be confidential; and
- (b) relates to the business affairs and practices, including financial information, business opportunities, business plans, business processes and methodologies,

but does not include information which is in, or comes into, the public domain other than by a breach of this Agreement, or which is independently known to the other party as evidenced by its written record. In the case of UTS College, Confidential Information also includes any such information that relates to UTS.

Consequential Loss also known as indirect loss means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.

Curriculum Materials means the curriculum materials licensed and provided by UTS College to GLS as part of the UTS College Obligations for the purposes of delivering the Program including structure and contents of the Program, including structure, admission requirements, graduate profile and subject outlines, and class and reading materials, course books, lesson plans, lecture materials, lab manuals, assessment and examination documents, in digital format.

Delivery Centre means the teaching premises where GLS University operates a private university at the GLS campus, opp. Law Garden, Ellisbridge, Ahmedabad, 380006, Gujarat, India or as approved by UTS College.

Diploma Programs means the diplomas offered by UTS College that are compliant with the Australian Qualifications Framework and have been accredited by TEQSA and approved by UTS for Articulation with specified UTS award courses. Diploma Programs taught by UTS College at the time of this Agreement are in Schedule 2.

Dispute Notice means a notice issued by a party claiming a dispute has arisen, which is issued to the other party setting out the nature of the dispute and all other information relevant to the dispute.

Effective Date means the date set out at the beginning of this Agreement.

Entity means any person, firm, company, consortium, partnership, joint venture or other legal entity.

ESOS Act means the Education Services for Overseas Students Act 2000 and associated regulations. It is a framework that protects the right of international students studying in Australia.

Fees means the fees payable by GLS University to UTS College in accordance with Schedule 1 of this Agreement.

Force Majeure Event means any act, event or cause including earthquakes, cyclones, floods, fires, lightning, storms or other acts of God, strikes or industrial disputes, riots, war, explosions, terrorist acts, civil disturbances, epidemics, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority, which:

- (a) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this Agreement; and
- (b) is beyond the reasonable control of that party.

Framework and Quality Documents means the UTS College Transnational Education Policy, UTS College Transnational Course Quality Management Manual and any other frameworks, policies, quality management materials provided by UTS College to GLS University from time to time during the Term, including guides, reporting requirements, forms and any other such materials and documents.

Further Term has the meaning given to that term in clause 2.1.

GLS Marks means GLS' (as the context requires) brands, logos (including registered and unregistered trade marks), business names of GLS.

GLS University Obligations means GLS University's obligations set out in Schedule 4.

Governmental Agency means any government, any governmental ministry or department, or any governmental, semi-governmental, statutory, parliamentary, administrative, fiscal, public, federal, state, national, provincial, municipal, local, judicial or regulatory entity, agency, instrumentality, utility, authority, court, commission, body or tribunal regulating any aspect of the obligations and/or activities of a party under this Agreement.

Initial Term has the meaning given to that term in clause 2.1.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

Learning Management System (LMS) means the online system used by UTS College to deliver the Program including examinations.

Losses means any judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, or otherwise.

Management Committee means a management committee appointed by the Parties pursuant to clause 9 to provide oversight in respect of the delivery and marketing of the Programs and the Parties' obligations under this Agreement.

Materials means any and all materials, information, policies, procedures, documents, content, images, logos, domain names, and other materials related to the Program and/or otherwise provided by UTS College under this Agreement, including the Curriculum Materials, any Framework and Quality Documents, the UTS College Trademarks and any UTS College Brand Guidelines.

Moral Rights means the rights defined as "moral right" under the Copyright Act 1968 (Cth) and any other similar right capable of protection under laws of any applicable jurisdiction.

National Code/National code 2018 means the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (or the most recent National Code if updated during the Term of this Agreement). Provide nationally consistent standards and procedures for registered providers of education and training.

National Standards means the National Standards for Foundation Programs made available by TESQA at <https://www.teqsa.gov.au/foundation-programs-and-elicos>.

Personal Information has the meaning set out in respect of that term, and/or the term personal data, in any applicable Privacy Laws.

Privacy Laws means any applicable laws, regulations, rules and standards applicable to a Party and/or any data and/or Personal Information captured under this Agreement.

Programs means the means the then current programs set out at Schedule 2 and/or as added or removed from this Agreement in accordance with Schedule 2, together the **Programs** and individually, a **Program**.

Quality Management Committee means the quality management committee that reports to the UTS College Academic Standards Committee and UTS College Academic Board on quality assurance of the Program delivered by GLS University.

Results Ratification meeting (RRM) means the meeting held with UTS College at the conclusion of each semester to ratify all academic results before final grades are released to students.

Term means, together, the Initial Term and any Further Term.

Territory means the State of Gujarat, India.

TEQSA means the Tertiary Education Quality and Standards Agency, which is a Governmental Agency in Australia responsible for setting and monitoring educational standards. It is an independent national quality assurance and regulatory agency for higher education.

Tuition Fees means fee payable by students to be considered for the Programs, excluding:

- (a) any amounts which are reimbursed or reimbursable to students (including deposits to secure observance of their obligations); and
- (b) any amounts collected from students for payments to third parties (excluding any fees payable to UTS College), and printed course books.

UTS College Academic Board means the committee whose primary role is to ensure the integrity and quality of the onshore and offshore educational programs of UTS College and ensure that the education policies and processes are effective. It is a principal advisory body to the UTS College Board on academic matters.

UTS College Brand Guidelines means the guidelines provided by UTS College to GLS University which may vary from time to time.

UTS College Testamur means a document from UTS College confirming completion of a Diploma Program or Graduate Certificate.

UTS College Intellectual Property means all Intellectual Property Rights owned or licensed by UTS College, including the Materials and the UTS College Trademarks.

UTS College Obligations means UTS Colleges' obligations set out in Schedule 3.

UTS College Trademarks means any and all trademarks and names (whether registered or unregistered), licensed, used or owned by UTS College at any time (including which come into existence after the Effective Date), including but not limited to:

- (a) UTS;
- (b) UTS College;
- (c) INSEARCH;
- (d) any logos related to the above word marks (whether standalone or combined with such word marks);
- (e) the names or titles of any and all institutions at or through which UTS College conducts courses; and
- (f) any and all translations and transliterations of any of the above from the English language into any other language, including without limitation the official language or languages spoken or recognised in India and/or the Territory.

UTS College Transnational Course Quality Management Manual means the manual approved by the UTS College Academic Board set out in Schedule 6.

UTS College Transnational Education Policy means the policy approved by the UTS College Academic Board set out in Schedule 5.

1.2 In this Agreement unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;

- (c) a reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (d) reference to a person includes any natural person, company or Governmental Agency or any other entity recognised by law and vice versa;
- (e) any reference to a party to this Agreement includes its successors and permitted assigns;
- (f) when a thing is required to be done or money required to be paid under this Agreement on a day which is not a Business Day, the thing must be done, and the money paid, on the immediately next Business Day;
- (g) references to “**Dollars**” or “**\$**” are references to Australian dollars;
- (h) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it.

2. Term, Delivery Centre and exclusivity

- 2.1 This Agreement will commence on the Effective Date and will continue for 10 years (**Initial Term**) unless terminated earlier in accordance with its terms. At the expiry of the Initial Term and any Further Term, UTS College shall have the option, by giving GLS University at least 6 months written notice prior to the end of the Initial Term and/or a Further Term (as applicable), to extend this Agreement by further periods of 5 years (each a **Further Term**).
- 2.2 This Agreement is subject at all times to UTS College having the continuing right to engage and enable GLS University to market, promote and deliver the Programs. If such right ceases to exist, this Agreement will automatically terminate and, subject to clause 13 (Effect of Termination), GLS must immediately cease from delivering the Programs, unless otherwise authorised in writing, in which case such continuing delivery must be in compliance with any conditions of approval imposed by UTS College.
- 2.3 During the Term:
 - (a) GLS University will only deliver the Program at the Delivery Centre;
 - (b) GLS University must not enter into an arrangement for the delivery of any course(s) or program(s) that are the same as or similar to the Programs and/or that have the same as or similar materials to the Curriculum Materials of the Programs in conjunction with other Australian universities, pathway colleges, or other similar education institutes; and
 - (c) UTS College will not enter into an agreement with any third party for the delivery of the Programs in the Territory.
- 2.4 For the avoidance of doubt, nothing in clause 2.3 shall be construed as limiting or restricting in any manner:
 - (a) UTS College from delivering the Programs (and/or permitting a third party to deliver the Programs) outside of the Territory; and
 - (b) GLS University from delivering or facilitating other international academic programs that do not fall in the category of those set out in 2.3(a).

2.5 During the Term, the parties may discuss extending this Agreement to include additional delivery centres. The parties will discuss the addition of further delivery centres in good faith, however, will not be obliged to include them. Where the parties do mutually agree to include additional delivery centres, the parties will execute an amendment to this Agreement as necessary, including in respect of the description of delivery centres at clause 1 and any agreed exclusivity provisions.

3. UTS College Obligations

3.1 UTS College will fulfil the UTS College Obligations set out in Schedule 3.

3.2 UTS College will fulfil the UTS College Obligations, and to the extent applicable to the UTS College obligations ensure that the management, operation and delivery of the Programs, is done:

- (a) with due care, competence and diligence; and
- (b) in accordance with all applicable:
 - (i) laws, codes and regulations; and
 - (ii) requirements and directions of any applicable Governmental Agency.

3.3 GLS University acknowledges and agrees that all students must still meet the UTS and/or UTS College approved admission requirements and/or any other regulatory or visa requirements for the applicable courses in order to gain admission to such courses, even when a student successfully completes a Program and receives, as applicable:

- (a) a UTS College Testamur; and/or
- (b) an Articulation (where there is one agreed between the parties).

4. GLS University Obligations

4.1 GLS University will fulfil the GLS University Obligations set out in Schedule 4.

4.2 GLS University will not subcontract the GLS University Obligations or any other obligations of GLS University set out under this Agreement without UTS College's prior written consent (given in its sole discretion).

4.3 GLS University will fulfil the GLS University Obligations, and ensure that the management, operation and delivery of the Programs, is done:

- (a) with due care, competence and diligence; and
- (b) in accordance with all applicable:
 - (i) UTS College requirements and reasonable directions from time to time;
 - (ii) requirements under any applicable laws, codes and regulations, including:
 - (A) local laws, codes and regulations applicable to GLS University in India and the Territory;
 - (B) the Education Services for Overseas Students (ESOS) Act;
 - (C) the National Code; and

(D) ACE,

both generally as applicable and also for the recruitment, enrolment and registration of overseas students, including declaring to the students all conflicts of interest in relation to any financial relationship between the agents and GLS University; and

(iii) requirements and directions of any applicable Governmental Agency.

4.4 When fulfilling the GLS University Obligations, GLS University must not:

- (a) make or cause or permit to be made or to occur any false, misleading or deceptive representations, statements or conduct for or in relation to the Programs, this Agreement and/or the GLS University Obligations; and/or
- (b) engage in conduct which, in UTS College's reasonable opinion, could be reasonably expected to adversely affect UTS College's reputation or result in a liability to UTS College.

4.5 UTS College shall have the right to conduct spot checks (including an audit/inspection) in respect of GLS University's compliance with this Agreement and the GLS University Obligations (including GLS University's teaching quality) during normal business hours and without prior notice.

4.6 GLS University will ensure any person having direct contact with student who is a minor (as defined by the relevant laws in the Territory, or if no such definition exists then a person under the age of 18 years) has obtained a clearance from an authority as required in the Territory in respect of dealing with minors and GLS University must provide its policies on minors to UTS College for its review and approval. If no such restrictions exist, if there is no provision for clearance to be obtained in the Territory, or if GLS University does not have such policies (or does not have policies that UTS College approves), then UTS College will give directions on such matters to GLS University in its absolute discretion and GLS University will ensure compliance with any such directions.

4.7 GLS University must:

- (a) work with UTS College to ensure that GLS University's delivery of the Programs complies with and is operated in accordance with; and
- (b) do all things reasonably requested by UTS College to assist UTS College comply with its obligations under,

any laws, codes and regulations that apply to UTS College, to the extent that they relate to this agreement, the delivery of the Programs, and/or the relationship between the parties.

4.8 During the Term and for a period of 12 months after its expiry or termination, GLS University must effect and maintain the following insurances with insurers approved by UTS College:

- (a) public liability insurance at a level agreed by UTS College in respect of any one occurrence
- (b) professional indemnity insurance at a level agreed by UTS College for any one claim and the same in annual aggregate; and
- (c) workers' compensation insurance (or in-country equivalent) as required by law.

4.9 GLS University must provide to UTS College with a certificate of currency of such insurances on execution of this Agreement and/or during the Term at UTS College's request.

- 4.10 Where appropriate, GLS University must consult with UTS College to consider if additional insurance coverage is needed to insure the provision of the GLS University Obligations or indemnities given by GLS University under this Agreement.

5. RELATIONSHIP AND JOINT OBLIGATIONS

- 5.1 The relationship of Parties is one of independent contractors and the Parties agree that this Agreement does not create or evidence any relationship between them of partnership, joint venture, employer or employee, trust, agency or otherwise.
- 5.2 The Parties acknowledge that the academic and research standards of each must be maintained at all times and that the relationship between the Parties will not operate to constrain any other Party from applying to those standards.
- 5.3 All arrangements agreed to by the Parties in respect of the Programs and this Agreement, are subject to any necessary approvals by the appropriate authorities of Australia, India, and the Territory (including any applicable Governmental Authority) and to any rules, regulations and laws as may be appropriate in both countries.

6. QUALITY ASSURANCE

- 6.1 The quality assurance and moderation and management of the Programs is set out in the Framework and Quality Documents.
- 6.2 Both Parties will be responsible for the quality standards in respect of the Programs delivered by GLS University and will jointly administer quality assurance measures in accordance with all applicable Framework and Quality Documents, and such standards will be of no lesser a standard to those adhered to by UTS College in respect of the relevant Programs in Australia.
- 6.3 The Parties agree that the Programs will be delivered in English by teachers of the highest calibre at GLS University's own cost and expense. The minimum requirements are prescribed in the UTS College Transnational Course Quality Management Manual.

7. MANAGEMENT OF PROGRAM

- 7.1 The Parties agree to manage the marketing, promotion, and delivery of the Programs in accordance with this Agreement and the applicable Framework and Quality Documents, the content of which may be reviewed and updated by UTS College as required during the Term and notified to GLS University from time to time. GLS University must ensure it is referring to, and complying with, the most recent version of all Framework and Quality Documents provided by UTS College.
- 7.2 The Parties agree that both this Agreement and the Framework and Quality Documents govern the marketing, promotion, and delivery of the Programs within the Territory, and in the event of any conflict or discrepancy the Parties agree that the documents shall take the following order of precedence:
- (a) this Agreement; and
 - (b) the Framework and Quality Documents.

8. MARKETING MATERIALS

- 8.1 GLS University is solely responsible for all marketing and promotional activities in respect of GLS University's delivery of the Programs at the Delivery Centre, including the creation of any marketing and promotional collateral GLS University needs to undertake such activities, subject to the GLS University

Obligations and any approvals required for such materials set out under this Agreement. UTS College will not be creating or providing any marketing materials or collateral to GLS University.

- 8.2 Subject to clause 8.1, UTS College will provide all necessary Materials to enable GLS University to undertake such marketing and promotional activities, subject to the terms of this Agreement (including the GLS University and UTS College Obligations).
- 8.3 In relation any marketing and promotional materials or activities for the Programs, GLS University must createsuch materials and undertake such activities in accordance with:
- (a) UTS College's instructions and directions;
 - (b) the requirements set out under the GLS University Obligations; and
 - (c) all applicable laws, codes and regulations, including in India and the Territory.
- 8.4 Upon the expiration or earlier termination of this Agreement GLS University will, unless otherwise agreed inwriting between the parties:
- (a) cease to make any reference to a relationship between the parties in relation to the Programs and the GLS University Obligations; and
 - (b) remove from any material relevant to this Agreement all references to the UTS College including but not limited to the UTS College Trademarks.

9. MANAGEMENT COMMITTEE

- 9.1 The Parties agree to establish a Management Committee compromising of the:
- (a) UTS College's Dean of Studies and Chief Officer Partnerships & Growth or other nominees; and
 - (b) two (2) representatives of GLS University namely, Dr. Chandni Kapadia – Executive Director, Ms. Apurvi Parikh – International Coordinator (in absence of Dr. Chandni Kapadia) and Dr. Dharmesh Shah - Registrar at the Delivery Centre.
- 9.2 If any Party wishes to change any member of the Management Committee it may do so by giving 14 days' notice to the other Parties of the new members.
- 9.3 The role of the Management Committee is to:
- (a) establish the strategic objectives of the Parties' relationship including consideration of additional courses and locations;
 - (b) establish the Tuition Fees to be charged to students enrolling in the Programs and reviewing them annually;
 - (c) to establish the annual budget for the next 12 months;
 - (d) provide advice and recommendations and seek feedback on behalf of the Parties in relation to budgets and strategy and business plans including marketing plans prepared for the business;
 - (e) review the marketing, promotion, and delivery of the Programs and enrolments, against agreed key performance indicators including enquiries conversions re-enrolments and revenue, and the performance of the Parties' obligations;

- (f) receive a report from the Quality Management Committee on academic performance including quality assurance indicators, student and staff satisfaction, course performance and academic misconduct; and
- (g) discuss current and proposed changes to the Curriculum Materials.

9.4 The Management Committee will meet at least twice (2) times per year in person or by telephone/video conferencing. The minutes of each such meeting shall be prepared by a nominated member of the Management Committee and shall be signed by a representative of each Party.

10. FINANCES AND REPORTING

- 10.1 The Fees for each Program delivered by GLS University under this Agreement are as per Schedule 1.
- 10.2 GLS University must pay the Fees to UTS College in respect of each student who has successfully enrolled into the Program as well as any other applicable Fees set out and/or agreed in accordance with Schedule Payment of all Fees is subject to the payment terms set out in Schedule 1.
- 10.3 GLS University will be responsible for managing all financial arrangements, including invoicing, accounting payments and reporting, including payment to UTS College's prescribed accounts and managing any related processes and procedures required (including in respect of India) in order to facilitate such payment.
- 10.4 All Fees and other payments to be made to UTS College under this Agreement shall be made based on invoices issued by UTS College pertaining to student tuition fees to GLS University and shall be paid in accordance with Schedule 1 of this Agreement.
- 10.5 It is the sole responsibility of GLS University to fulfil any obligations it has in respect of the UTS College Fees under any Indian tax laws, codes and regulations, including deducting any amounts required to be deducted by law from the UTS College Fees prior to payment to UTS College, and any obligation to report, collect, remit, or including the Tuition Fees, any applicable taxes.
- 10.6 Except as otherwise provided in this Agreement, the Parties will pay its own costs and expenses in connection with the negotiations, preparations, execution and performance of this Agreement.
- 10.7 GLS University must provide to UTS College the following within 14 days from the end of each semester or as agreed:
- (a) details of the student enrolment numbers and tuition fees paid for that semester that can be reconciled to management account and financial records if required in respect of each Program;
 - (b) a reconciliation of the year-to-date student numbers including any refunds; and
 - (c) each report shall be certified by an officer of GLS University to be correct.
- 10.8 GLS University shall maintain accurate records and accounts of all matters relating to this Agreement (including but not limited to complete student records).
- 10.9 GLS University shall, upon 5 days prior written notice, permit UTS College and their representatives, access to its premises to:
- (a) inspect its accounting books, records, accounts, documents, equipment, software and other property relevant to the performance of this Agreement, and in particular the verification of the Tuition Fees collected from students (pertaining to UTS College);

- (b) inspect the premises of the Delivery Centre;
- (c) observe and monitor any classes being conducted in relation to the delivery of the Program; and
- (d) liaise, discuss or otherwise communicate with any teaching staff in relation to the delivery of the Program.

11. INTELLECTUAL PROPERTY

GLS Marks

- 11.1 GLS University grants to UTS College a non-exclusive licence, right and permission to use, reproduce and display the GLS Marks (as applicable) for the purposes of fulfilling UTS College's obligations under, and receiving the benefits of, this Agreement. UTS College will only use the GLS Marks that are provided to it by GLS University, all times in accordance with the reasonable directions and/or branding guidelines of GLS University (as applicable).
- 11.2 Ownership of the Intellectual Property Rights the GLS Marks will remain with GLS University respectively and is not altered, transferred or assigned in any manner under this Agreement.
- 11.3 Except as expressly permitted by this Agreement, UTS College must not:
- (a) in any language, anywhere in the world, apply for registration of or use any trademark identical or deceptively similar to any of the GLS Marks; and
 - (b) register any domain names that relate in any way to the GLS Marks, unless expressly authorised to do so by GLS.
- 11.4 UTS College agrees that GLS University may revoke and terminate the licence granted to UTS College above in respect of the GLS Marks at any time if GLS University determines that UTS College has:
- (a) engaged in illegal, unauthorised or dishonest practices;
 - (b) failed to comply with applicable law, code, or regulation;
 - (c) becomes subject to legal requirements that prevent the use of any of the GLS Marks (in whole or part);
 - (d) this Agreement is terminated for UTS College's breach;
 - (e) passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up of it or the dissolution of it; or
 - (f) been notified, in writing, that GLS University's right to use any of the GLS Marks has been revoked or terminated (for any reason).
- 11.5 GLS University acknowledges that UTS College owns all rights (including Intellectual Property Rights), title and interest in and to the Materials, including any changes, modifications, improvements or derivative works (including translations) of such Materials created or developed by any of the Parties (**Improvements**), which will vest in UTS College immediately from the date of creation.
- 11.6 Ownership of the Intellectual Property Rights in any to any UTS College Materials will not be altered, transferred, or assigned in any manner.

- 11.7 Subject to the remainder of this clause, UTS College grants to GLS University a royalty-free, non-transferrable, revocable licence during the Term, in the Territory, to use the Materials for the purpose delivering the Program, but only in such form or forms as UTS College approves (which may be reasonably withheld), and only in accordance with such directions as UTS College may give, from time-to-time. GLS University agrees that UTS College may revoke and terminate the licence granted in this clause 11.4, to use the Materials (including the UTS College Trademarks), at any time on written notice, effective immediately. Such revocation and termination may be in respect to all, or specific, Materials (including specific UTS College Trademarks), in UTS College's sole discretion.
- 11.8 GLS University is not authorised to sublicense the licence set out in clause 11.7 to any third party and/or permissory third party to sublicense the licence.
- 11.9 GLS University will take whatever action necessary, do such further acts and execute and deliver to UTS College and/or UTS such further instruments as quickly as reasonably possible, to allow UTS College to perfect, register, evidence or enforce UTS College's and/or UTS' (as applicable) ownership, rights, and/or interest in any such Materials and any applicable Improvements.
- 11.10 GLS University will not make any claim to ownership of, or any other right, title or interest in the Materials and/or the Improvements or any associated goodwill, and all goodwill and other rights arising from the use of the Materials by GLS University before, during, or after the Term shall accrue and inure to the benefit of UTS College and/or UTS, as applicable.
- 11.11 Except as expressly permitted by this Agreement, GLS University must not:
- (a) in any language, anywhere in the world, apply for registration of or use any trademark identical or deceptively similar to any of the UTS College Trademarks; and
 - (b) register any domain names that relate in any way to this Agreement, the UTS College Trademarks, the Programs and/or the Materials, unless expressly authorised to do so by UTS College.
- 11.12 GLS University must:
- (a) not represent, expressly or by implication, that UTS College accepts any responsibility for any act or omission of GLS University in connection with any activity including but not limited to any activity which makes use of the Materials;
 - (b) comply with the UTS College Brand Guidelines;
 - (c) create, promote, and retain the goodwill in its business relating to the Materials;
 - (d) ensure that it does not use the Materials in a manner which may bring UTS College into disrepute;
 - (e) not hold itself out as an agent of UTS College in its use of the Materials;
 - (f) in using the Materials, use its best commercial efforts to avoid infringement of a third party's rights (including any intellectual property rights and moral rights); and
 - (g) not, at any time:
 - (i) under any circumstances, apply to vary, amend or invalidate any of the Materials;
 - (ii) sell, charge, acquire a mortgage over or encumber the Materials in any way;

- (iii) assist any third party, whether directly or indirectly, to undertake any of the activities listed in this clause 11.12(g);
- (iv) make any attempt to prevent use of the Materials, by UTS College and/or by any third party licenced to use such Materials by UTS College; and/or
- (v) not use or deal with the Materials in any manner other than as specifically provided for, and in such manner as may be allowed, under this Agreement.

11.13 Where:

- (a) GLS University suspects, or receives notice of, any infringement or threatened infringement of the Materials, including any common law passing off by reason of imitation or otherwise; or
- (b) any third party alleges or claims to GLS University that the Materials are liable to cause deception or confusion to the public,

11.14 GLS University must promptly notify UTS College giving all necessary details and particulars and provide all information and assistance reasonably requested by UTS College.

11.15 GLS University agrees that UTS College may revoke and terminate the licence granted to GLS University under this Agreement in respect of the Materials (including the UTS College Trademarks) at any time if UTS College determines that GLS University has:

- (a) engaged in illegal, unauthorised or dishonest practices, or UTS College becomes aware that it has previously engaged in illegal, unauthorised or dishonest practices;
- (b) conducted itself (whether directly or through its officers, employees, servants or agents or otherwise) in a manner that, in the reasonable opinion of UTS College, reflects negatively or poorly on the standing or reputation of UTS College;
- (c) failed to comply with applicable law, code, or regulation;
- (d) becomes subject to legal requirements that prevent the use of any of Materials (in whole or part) or the conduct of the Parties in accordance with this Agreement;
- (e) breaches any of the provisions of this Agreement and such breach is not capable of remedy;
- (f) breaches any of the provisions of this Agreement and such breach is not remedied within 21 days from the date that UTS College has provided notice of such breach to GLS University;
- (g) passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up of it or the dissolution of it; or
- (h) been notified, in writing, that UTS College's right to use any of the Materials has been revoked or terminated (for any reason).

11.16 To the extent permitted by law, GLS University irrevocably consent to all acts and omissions committed by UTS College (or any party on its behalf) that may infringe GLS University's Moral Rights in and to any of the Materials and/or the Improvements.

12. TERMINATION

12.1 UTS College may immediately terminate this Agreement by written notice in the following circumstances, provided where appropriate and where remedial action is possible, GLS has not taken remedial action

within 21 days of either receiving a notice from UTS College and/or the date of the event giving rise to one of the items below .If GLS:

- (a) breaches any of the provisions of this Agreement and such breach is not capable of remedy;
- (b) breaches any of the provisions of this Agreement and such breach is not remedied within 21 days from the date that UTS College has provided notice of such breach to GLS University;
- (c) ceases to carry on its business or becomes insolvent or subject to reorganization, composition or bankruptcy or similar proceeding under bankruptcy or similar laws; or
- (d) engages, or engaged, in illegal, unauthorised or dishonest practices, or UTS College becomes aware that it has previously engaged in illegal, unauthorised or dishonest practices;
- (e) conducts itself (whether directly or through its officers, employees, servants or agents or otherwise) in a manner that, in the reasonable opinion of UTS College, reflects negatively or poorly on the standing or reputation of UTS College;
- (f) fails to comply with any applicable law, code or regulation;
- (g) engages, or engaged in conduct which has placed or is likely to place UTS College in contravention of the legal and regulatory instruments referred to in clause 4.7;
- (h) becomes subject to legal requirements that prevent the use of any of Materials (in whole or part) or the conduct of the Parties in accordance with this Agreement; and/or
- (i) passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up of it or the dissolution of it.

12.2 UTS College may terminate this Agreement immediately by written notice in the event of an Adverse Change (set out in clause 16.1) and/or if required to do so by any relevant Government Agency.

12.3 Either Party may terminate this Agreement at any time by giving 12 (twelve) months prior written notice to the other Party or a time as agreed between the Parties.

13. EFFECT OF TERMINATION

13.1 On termination, the Parties will co-operate to develop a communication strategy will be agreed by the Parties to inform the market.

13.2 On expiration or termination of this Agreement for any reason:

- (a) if, at the time notice of termination of this Agreement is given by either Party, there are students enrolled in the Program, such students will be entitled to complete the Program (or equivalent program) and, at the sole discretion of UTS College, UTS College will determine that either:
 - (i) GLS University will continue to fulfil aspects of the GLS University Obligations that UTS College deems necessary for the students to complete the Program, in which case the terms of this Agreement will continue to apply in respect of those students only; or
 - (ii) some or all of the GLS University Obligations will be fulfilled by some other provider or by UTS College; and/or
 - (iii) such other steps will be taken as necessary for the students to complete the Program.

- (b) GLS University shall immediately cease any and all use of Materials in any manner except as agreed by UTS College;
- (c) any licence or approval under this Agreement to use the Materials will immediately cease; and
- (d) GLS University must:
 - (i) return to UTS College; or
 - (ii) destroy and certify in writing to UTS College the destruction of; or
 - (iii) destroy and permit UTS College to witness the destruction of;

all Materials and/or Confidential Information in the possession or control of GLS University, except where statutory record keeping obligations require GLS University to retain such Materials and/or Confidential Information and, in such event, must notify UTS College in writing of such obligations, the Materials and/or Confidential Information to which they relate, and which must be retained, and the length of time required for such retention. Where any Materials and/or Confidential Information are required to be retained in accordance with this clause, GLS University has no right or licence to use such Materials and/or Confidential Information in any manner, except to the extent required to fulfil any such statutory obligations and any retained Confidential Information remains subject to the obligations set out in clause 14.

14. CONFIDENTIAL INFORMATION AND PRIVACY

14.1 Each party that receives (**Recipient**) Confidential Information of a disclosing party (**Disclosing Party**):

- (a) may use the Confidential Information of the Disclosing Party only for the purposes of this Agreement; and
- (b) must keep confidential all Confidential Information of the Disclosing Party except:
 - (i) for disclosures permitted under clause 14.2; and
 - (ii) to the extent (if any) the Recipient is required by law to disclose any Confidential Information.

14.2 A Recipient may disclose such Confidential Information of the Disclosing Party to persons who:

- (a) have a need to know for the purposes of this Agreement (and only to the extent that each has a need to know); and
- (b) before such disclosure:
 - (i) in the case of the Recipient's employees, staff, contractors, representatives, and other similar personnel, have been directed by the Recipient to keep confidential all Confidential Information of the Disclosing Party; and
 - (ii) in the case of other persons approved in writing by the Disclosing Party, have agreed in writing with the Recipient to comply with substantially the same obligations in respect of Confidential Information of the Disclosing Party as those imposed on the Recipient under this Agreement,

(each a **Direction**).

14.3 A Recipient must:

- (a) ensure that each person to whom it discloses Confidential Information of a Disclosing Party under clause 14.2 complies with its Direction; and
- (b) notify the Disclosing Party of, and take all steps to prevent or stop, any suspected or actual breach of a Direction.

14.4 If a Recipient is required by law to disclose any Confidential Information of a Disclosing Party to a third person (including, but not limited to, government) the Recipient must:

- (a) before doing so:
 - (i) notify the Disclosing Party; and
 - (ii) give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
- (b) notify the third person that the information is confidential information of the Disclosing Party.

14.5 Each party will comply with its obligations under the applicable Privacy Laws.

14.6 In particular, each party will ensure that Personal Information of the students enrolled in the Program is collected, used, stored and disclosed in accordance with all applicable Privacy Laws.

14.7 GLS University will, and warrants and represents that it will, make all necessary disclosures, and obtain all necessary consents and authorisations (including as required under any applicable Privacy Laws), to permit GLS University to disclose any Personal Information to UTS College, including the consent and authorisation to enable UTS College to use, process, store and disclosure such Personal Information in accordance with each its privacy policy (available on its website).

15. REPRESENTATIONS AND WARRANTIES

15.1 Each party represents and warrants to the other Party that it:

- (a) is an entity duly established with limited liability and validly existing under the laws of its incorporation/establishment, and has full power, authority and legal right to own its property and assets and to carry on its business; and
- (b) has full power, authority and legal right to enter into and engage in the transactions contemplated by this Agreement and has taken or obtained all necessary corporate and other action and consents to authorize the execution and performance of this Agreement;
- (c) will operate comply with all laws, codes and regulations applicable to its operations and business.

15.2 In addition to the warranties set out at clause 15.1, GLS University additionally represents and warrants that it:

- (a) full right, power and authority to fulfil the GLS University Obligations;
- (b) it has the necessary funds to deliver the Programs in the Territory at its own cost;
- (c) has, or will, obtain all necessary licences and registrations that are required fulfil the GLS University Obligations and/or other obligations under this Agreement and to deliver the Programs

in India and the Territory and the registration pertaining to the provision of tertiary and vocational education in India and the Territory and tax registrations; and

(d) has in place all necessary insurances required by this Agreement.

15.3 Except as expressly set out in this Agreement, UTS College expressly exclude all warranties, conditions and representations in whatever form, relating to the Materials and/or the UTS College Services, including any warranties or representations relating to performance, quality or fitness for use, fitness for a particular purpose, guarantee of a particular result or outcome and GLS University acknowledges that the Materials are being licenced under this Agreement "as is" without representation or warranty of any kind.

16. Indemnities and liability

16.1 In the event that the marking, promotion and/or delivery of the Programs in India or the Territory is prohibited or restricted in any way whatsoever as a result of a change in applicable law, code or regulation, and/or by any action or direction of a Government Agency (Adverse Change), UTS College will, to the extent permitted by law, have no liability whatsoever with respect to any Losses incurred by GLS University or any third party arising from, or in connection with, an Adverse Change.

16.2 GLS University must at all times indemnify UTS College (and its officers, employees, agents and related bodies corporate) (**those indemnified**) and keep those indemnified from and against any and all Loss, claims, demands, actions, proceedings, costs or prosecutions suffered or incurred by, or which may be brought, commenced or prosecuted by third parties against, those indemnified, or in which those indemnified may be involved, arising from, in consequence of, caused by, incident to, or relating to any:

(a) act or omission of GLS University;

(b) breach of this Agreement by GLS University; and/or

(c) use of any of the Materials by GLS University contrary to the licence granted to GLS University to use the Materials under this Agreement;

(d) any breach of any applicable law, code or regulation by GLS University;

(e) any negligent, wrongful or unlawful act or omission of GLS University;

(f) any infringement of a third party's Intellectual Property Rights or other rights;

(g) any student claims, arising from or in connection with a temporary or permanent suspension or discontinuation of the Program due to an Adverse Change.

16.3 For the avoidance of doubt, GLS University shall assume liability for all Losses for which GLS University has indemnified UTS College under this Agreement.

16.4 The GLS University indemnity set out above will:

(a) extend to all costs (or related costs), losses, liabilities, damages and expenses incurred by UTS College including legal costs on a full indemnity basis and whether incurred by or awarded against UTS College as a result of claims arising from any act or omission in connection with the activity of GLS University using or authorising a third party to use the Materials; and

(b) survive the expiration or termination of this Agreement.

16.5 UTS College must at all times indemnify GLS University from and against any and all Loss, claims, demands, actions, proceedings, costs or prosecutions suffered or incurred by, or which may be brought, commenced or prosecuted by third parties against GLS University arising from, in consequence of, caused by, incident to, or relating to any:

- (a) any breach of any applicable law, code or regulation by UTS College; and
- (b) any fraudulent, negligent, wrongful or unlawful act or omission of UTS College.

16.6 To the extent permitted by law and unless otherwise expressly set out in this Agreement:

- (a) in no event shall UTS College be liable to GLS University, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise for any Loss, Consequential Loss, indirect, incidental, punitive or special Losses of any kind (including loss of profit, loss of opportunities or business interruption) related to this Agreement, the Materials and/or the UTS College Services; and
- (b) where UTS College's liability is not excluded or limited by clause 16.5(a), it will be limited in the aggregate to the total fees paid by GLS University to UTS College under this Agreement in the 12 months preceding the event that gives rise to a claim.

17. DISPUTE RESOLUTION

17.1 In the event of any dispute, controversy or claim between the Parties arising out of, relating to or in connection with any provision of this Agreement, or the rights or obligations of the Parties hereunder (a "Dispute"), the Parties shall first attempt to settle the Dispute amicably between or among themselves. A disputing Party shall initiate the attempted amicable settlement process by sending written notice of the Dispute to the other Party, and the representatives of the Parties shall meet, in person or by telephone, for attempted resolution by negotiations. Each of the representatives of the Parties shall be empowered and authorized to bind their respective companies with respect to the Dispute and to settle the Dispute on behalf of their respective companies. If for any reason the Dispute is not resolved within thirty (30) days after the date of the written notice of the Dispute, the Dispute shall be resolved in accordance with the provisions of Clause 17.2. Notwithstanding the above, the non-defaulting party shall be entitled to any injunctive relief without recourse to the procedure referred to herein above.

17.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

17.3 Despite the existence of a dispute, each party must continue to perform its obligations under the Agreement unless those obligations are the subject of the dispute.

18. FORCE MAJEURE

Except for the obligation under this Agreement, each party will be excused from performance for any period during which and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of a Force Majeure Event. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30(Thirty) consecutive days, either party may cancel unperformed services upon written notice to the other party.

19. NOTICES

19.1 A notice, consent or other communication under this Agreement is only effective if it is in writing, signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address and/or email address, which will be as follows for each Party:

INSEARCH: Level 9, 187 Thomas Street, Haymarket NSW 2000,Australia

Attention: Chief Officer Partnerships and Growth

Email: Peter.Harris@insearch.edu.au

GLS University: Gate 3, Central Office GLS campus opp. Law Garden, Ellisbridge, Ahmedabad, 380006, Gujarat, India

Attention: Dr Dharmesh Shah

Email: registrar@glsuniversity.ac.in

19.2 A copy of any notice, consent or other communication under this Agreement sent in accordance with clause 19.1 must also be sent to the addressee's email address.

19.3 A notice given or served in accordance with this Agreement is taken to be received by the party to whom or upon whom the notice is given or served in the case of:

- (a) delivery by hand, on delivery;
- (b) prepaid express post sent to an address in the same country, on the fifth day after the date of posting;
- (c) prepaid express post sent to an address in another country, on the seventh day after the date of posting; and
- (d) email, the earlier of:
 - (i) delivery to the email address to which it was sent; or
 - (ii) one hour after the email enters the server of the email address to which it was sent,

provided that the sender does not receive any delivery or transmission error or other automated message that the email has not been delivered.

20. GENERAL PROVISIONS

20.1 Each Party must pay its own costs in relation to:

- (a) the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and
 - (b) the performance of any obligations or actions by that Party,
- under this Agreement unless provided otherwise.

- 20.2 A Party must not assign or transfer any right or liability under this Agreement without the prior consent of each other Party, except where this Agreement provides otherwise.
- 20.3 This Agreement may not be amended or varied unless the amendment or variation is in writing and signed by all Parties.
- 20.4 This Agreement contains the entire understanding between the Parties concerning the subject matter of the Agreement and supersedes all prior communications.
- 20.5 A failure by a Party to exercise a right under this Agreement does not operate as a waiver and the single or partial exercise of a right by that Party does not preclude any other or further exercise of that or any other right by that Party.
- 20.6 Any provision of this Agreement which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.
- 20.7 The Parties agree to ensure all public statements made by any Party, including but not limited to media statements, press releases or articles relating to the Parties' joint activities, have first been approved by the other Party within a reasonable time prior to the release or publication. Each Party agrees to respond within a reasonable time to a request for approval and to not unreasonably withhold its approval.
- 20.8 This Agreement may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same Agreement.
- 20.9 Each Party must execute any Agreement and perform any action necessary to give full effect to this Agreement, whether before or after performance of this Agreement.
- 20.10 Any obligations in respect of Fees, including payments of outstanding amounts and associated tax obligations, clauses 11 (excluding clause 11.4), 13 (to the extent applicable), 14, 15, 16, 17, 18, 19 and any warranty, indemnity, or obligation of confidentiality in this Agreement will survive termination. Any other term which by its nature is intended to survive termination of this Agreement survives termination of this Agreement.
- 20.11 This Agreement shall be construed and take effect in accordance with the laws of England excluding those conflict of law rules and choice of law principles which would deem otherwise.
- 20.12 This Agreement shall be effective upon signature by legal representative or authorized representative of the parties.

Executed by the Parties as an Agreement

Executed by INSEARCH LIMITED by its authorized representative(s)



Alex Murphy Managing Director



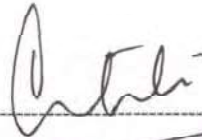
Nathan Patrick Company Secretary

Executed by GLS University by its authorised representative(s):



Dr. Sudhir Nanavati - President

Date:



Dr. Chandni Kapadia - Executive Director

Date:

A Memorandum of Understanding

Between

Synergy University, Moscow, Russia

And

GLS University, Ahmedabad, India

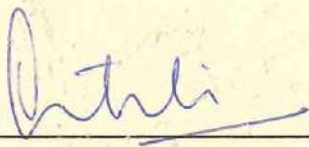
GLS UNIVERSITY, AHMEDABAD, INDIA and SYNERGY UNIVERSITY, MOSCOW, RUSSIA recognize the value of establishing a collaborative relationship and to explore, develop and implement joint activities that are mutually beneficial.

GLS UNIVERSITY, AHMEDABAD, INDIA and SYNERGY UNIVERSITY, MOSCOW, RUSSIA hereby enter into memorandum of understanding to use their collective expertise and resources to promote academic exchange and cooperation in teaching and research in business for the mutual advancement of learning by:

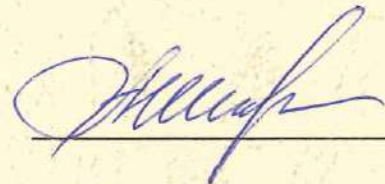
- Promoting cultural and academic exchange for the students by a short/medium and long term student exchange programs / summer schools in various faculties run by the respective university.
- Promoting faculty exchange for better academic understanding and advancement.
- Involving faculty from both the institutions in preparing curriculum and imparting instructions in the newly established programs and arranged for the participation of faculties/students in seminars and conferences organized by the respective institutions.
- Involving faculties and students from both the institutions in preparing case studies relevant to the contemporary international business environment.
- Exploring possibilities of offering joint degrees for bachelor's/Masters level program in management, leadership and hospitality.

- Encouraging student exchanges at under/post Graduate levels: exchanging academic and technical information of mutual interest and identifying opportunities in joint research and development in specific disciplines of interest.

GLS University, Ahmedabad, India and SYNERGY UNIVERSITY, MOSCOW, RUSSIA have designated BitTRACK Consultants Pvt. Ltd, Ahmedabad, India represented by Hemant Agrawal as the service provider of both the institutions to develop plans of action, identify the roles and responsibilities of the participants, and work cooperatively to promote collaborations, communications and activities that will result in achieving the goals of MOU. BitTRACK Consultants Pvt. Ltd, Ahmedabad, India will be the sole service provider to both the institutions for any activities to be carried between the two institutions.



Ms. Chandni Kapadia, COO,
GLS University



Anastasia Shanshina
Head of International Department
Synergy University

Mr. Hemant Agrawal, CEO
BitTRACK Consultants Pvt.
Ltd

Date: 02nd October, 2019

