

**THIS IS A COLLABORATIVE
MOU BETWEEN**



**NETAJI SUBHAS
UNIVERSITY**

Estd. Under Jharkhand State Private University Act, 2018

AND

ISDCpro

This Learning Service Agreement (the “Agreement”) is made and executed on this

- **27th** day of **October**, 2020 by and between:

(1) ISDC GLOBAL SERVICES LIMITED, a company registered in England and Wales (company registration number 10990346) having its’ Registered Office at No. 20-22 Wenlock Road, London, England, N1 7GU (the “**Supplier**”) and

(2) NETAJI SUBHAS UNIVRSITY, JHARKAND, a private university situated at RVSCET, Pokhari, near Bhilai Pahadi, Jamshedpur, Jharkhand 831012 (the “**Client**”).

Each is referred to as “Party” and both together as “Parties”

RECITALS:

(1) The Supplier is an expert in the providing learning platforms for professional education and desires to associate with academic institutions and education management establishments for allocation of the learning platform to professional program students.

(2) The Client, possessing necessary skill and experience in imparting training for professional students and having adequate facilities to carry out such training, desires to share the learning platform developed by the Supplier for benefit of their students.

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

1. DEFINITIONS

In this Agreement, except where the context otherwise requires, the following words shall have the meaning as given hereunder.

- **Agreement:** means this agreement together with any Schedule, as may be amended from time to time in writing by the Parties.
- **Business Day:** means any day which is not a Saturday, a Sunday or a bank or public holiday in England.
- **Charges:** means the fees payable by the Client in respect of the provision of each Platform and by the Supplier as calculated in accordance with the relevant Platform Schedule.
- **Commencement Date:** means the date of execution of this agreement.

- **Confidential Information:** means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the Parties to this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential.
- **Platform – ISDC Pro:** means a pre-populated learning platform supplied by the Supplier towards the qualifications set out in a Platform Schedule.
- **Platform Duration:** means the duration of Client Platform access, as set out in a Platform Schedule.
- **DPA:** means the Data Protection Act 1998 (as amended or re-enacted from time to time).
- **IPRs:** means any rights (including moral rights) subsisting in any patent, petty patent, trade mark, service mark, get-up, design, copyright, computer software, databases, know-how and other trade secrets, trade or business names, domain names and other industrial or intellectual property rights or other forms of protection having equivalent or similar effect subsisting anywhere in the world, in each case whether registered or unregistered and including applications for registration.
- **Order:** means a booking for any Client learning platform.
- **Schedule:** means a schedule to this Agreement.
- **Coupon Rate:** means the fee to be charged by the Client from the students for booking of the learning platform.
- **Services:** means the delivery of pre-populated learning Platforms by the Supplier to the Client.
- **SLA:** means the service level agreement set out in Schedule 3.
- **Start Date:** means the date on which the relevant Platform is due to commence.
- **Supplier Group:** means the Supplier and any holding company of the Supplier and any corporate body of that holding company that is a group undertaking of such holding company from time to time, the terms “holding company”, “body corporate” and “group undertaking” having the meanings given to them in the Companies Act 2006).
- **Term:** means the duration of this Agreement as set out herein.
- **White Label Permit:** Permit given by the Supplier to the Client to share the learning platform displaying therein the name and logo of the Client.

2. Term and Coverage of this Agreement.

2 (1) Duration: This Agreement shall commence on the Commencement Date and shall continue for a period of three years, if not terminated otherwise in accordance

with the terms of this Agreement, and on the expiry of such period this Agreement shall automatically terminate (the "Term").

2 (2) Territorial Coverage: This agreement grants a **non-exclusive** licence to the Client for usage and sharing of the learning platform provided by the Supplier within the territorial limits of India only.

3. Structure of this Agreement and Appointment and Orders

3 (1) This Agreement governs the overall relationship of the Parties in relation to providing Services by the Supplier to the Client for the benefit of the Students.

3 (2) The Supplier hereby appoints the Client for the term of this agreement as specified above to provide the Services and the Client hereby accepts such appointment.

3 (3) Access to the learning platform for the students of the Client shall be facilitated by the Supplier against specific orders and payments made by the Client during the Term.

3 (4) Client Admin and Management access Control shall be facilitated by the Supplier exclusively to the Clients who opt for White Label Permit.

3 (5) The terms of this Agreement shall apply to each Order placed by the Client unless otherwise agreed between Supplier and Client.

3 (6) If the Client cancels an Order, whether in whole or in part, in writing prior to sharing the access by the Supplier, the Client will be entitled for full refund of Charges paid and no other charges shall be payable in relation to the whole or part so cancelled.

3 (7) If the Client cancels an Order, whether in whole or in part, after sharing the access by the Supplier, the Client shall not be entitled for any refund.

3 (8) The Supplier shall comply with its obligations under the SLA (which shall include taking such "Corrective Action" as is required) and the reporting schedule set out in Schedule 3.

4 Intellectual Property

4 (1) The Parties acknowledge that all IPRs that pre-exist the Commencement Date will remain vested in the Party in whom they were vested as at the Commencement Date and that the IPRs in all enhancements and modifications thereto will vest in the owner of the relevant pre-existing IPRs.

4 (2) The Supplier hereby grants to the Client and each relevant Student a non-transferable, non-exclusive royalty free license to use the IPRs in the Platforms and

Study Materials (and, in each case, any enhancements or modifications thereto) during the Term and thereafter, for the purpose of enabling that Student to participate in the Platform and to use the same for that Student's own educational purposes.

4 (3) The Supplier is not responsible for any third-party IP a Client may use within, or in conjunction with, a ISDC Learning Platform. ISDC' rights to use third-party IP within the learning Platform is a non-transferable right.

5. Branding

5(1) The Client shall be permitted by the Supplier to use the brand logo of "ISDC Pro" in their promotional materials, brochures, leaflets and advertisements subject to the provision that that the draft of such materials and advertisements are approved by the Supplier. The Client shall submit drafts of such materials and advertisement Matters for prior approval of the Supplier.

– Payment Terms

– (1) In consideration of the provision of the Platforms by the Supplier, the Client shall pay to the Supplier, the Fee and Charges in accordance with the terms set out herein and in accordance with Schedule 2 of the agreement.

– (2) The Charges are (i) exclusive of any VAT and other sales taxes that may fall due, and the Client shall pay all such sales taxes at the applicable rate in addition to the Charges and in the same manner, subject to the Client receiving a valid VAT invoice, and (ii) inclusive of all other expenses and charges for delivery of the Platforms and any transactions charges and duties.

– (3) Discounted Rates specified in Pricing Schedule (Schedule – 2) is the rates applicable only to the Clients and the Clients are explicitly prohibited from promoting the fee below to the stipulated Coupon Rate from the students in order to ensure uniform rate of fee to all students.

7. Warranties

(1) The Supplier warrants and undertakes to the Client that:

a) it has full capacity, power and authority to enter into, deliver and perform its obligations under and in accordance with this Agreement (and all other documents to be entered into by it under this Agreement);

b) it will it will perform its obligations under this Agreement, including delivery of the Platforms and preparation and update of all Study Materials contained within the platform, with all professional skill, care and diligence, in a good and timely manner and at all times in accordance with this Agreement, including the Platform Schedule and any applicable SLA;

c) it will immediately inform the Client of any changes in the way the Supplier proposes to deliver the Services;

- d) The Platform will be delivered in such a way to allow each Student the opportunity for that Student to work towards and achieve the award of the top grade available to that Student for the relevant qualification. No other materials, other than the Study Materials within the relevant Platform, will be required by a Student to achieve such top grade;
- e) It has it has the right to provide the Study Materials within the platform and that the use by the Client or Students of the Study Materials in accordance with this Agreement will not infringe the IPRs of any third party.

– (2) The Client warrants that it has full capacity, power and authority to enter into, deliver and perform its obligations under and in accordance with this Agreement (and all other documents to be entered into by it under this Agreement).

– **Termination**

– (1) This agreement, any Platform for any Intake and/or any Order may be terminated immediately by a Party, if the other Party:

(a) ceases trading, admits that it is, becomes or is declared unable to pay its debts as they fall due within the meaning given by Section 123 of the Insolvency Act 1986, becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a scheme of solvent amalgamation or reconstruction where the resulting entity is at least as credit worthy as the other Part and assumes all the obligations of the other Part under this Agreement) or if a court having proper authority makes an order to that effect;

(b) materially breaches this Agreement, except that where such breach is capable of being remedied, this Agreement may only be terminated where the Party in breach has failed to remedy the breach within 10 days of receipt of written notice of the breach. Notwithstanding the foregoing, this Agreement can be terminated immediately where the breach is persistent. A breach of this Agreement will be persistent where the Party in breach has already been asked to remedy the breach but it has recurred not less than two (2) further times in any continuous period of twelve (12) months.

– **Data Protection**

– (1) The Parties shall comply with their respective obligations under the DPA and all related legislation.

– (2) The Supplier agrees that, to the extent the Supplier receives, or otherwise has access to, any personal data regarding the Client's individual personnel or Students in connection with this Agreement, then it shall:

- i. use, store use, store and otherwise process such information only to the extent necessary to carry out its obligations under this Agreement and not otherwise (unless instructed by the Client in writing);
- ii. keep personal data confidential and not disclose it to any third parties unless the Client gives prior written consent and it is disclosed by the Supplier solely in connection with providing the Services under this Agreement and provided such third parties have agreed in writing to be bound by the provisions of this clause;
- iii. without limiting the foregoing, the Supplier shall comply with all applicable privacy laws and regulations.
- iv. The Supplier, with the Client's permission, may use aggregated anonymous student data to report on trends and insight across the total Client base;

Confidentiality

Each Party undertakes to the other that during the Term and thereafter it shall keep secret and shall not without the prior written consent of the other Party disclose to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient Party or disclosed to the recipient Party by such other Party pursuant to or otherwise in connection with this Agreement.

1. Indemnity

1 (4) Neither Party shall be liable to the other in respect of any loss of revenue, profits, business or data, in each case, whether direct or indirect, or for any indirect, special or consequential loss, irrespective of whether such loss was foreseeable or whether the Party has been advised of the possibility that such loss may be incurred.

12. General

12 (1) Each Party shall observe and comply with all applicable laws (including but not limited to the Bribery Act 2010), rules, regulations, directions, codes of practice or guidelines imposed by national law or any competent authority which are applicable to either Party.

12 (2) This Agreement and any non-contractual obligation arising out of or in connection with this Agreement and any dispute shall be governed by English law. The courts of England and Wales will have exclusive jurisdiction to settle any disputes

Which may arise out of or in connection with this Agreement (including without limitation) in relation to any non-contractual obligations). The Parties irrevocably submit to that jurisdiction.

In witness whereof, the authorized representatives of the parties affixed their signatures on the date first above written.

For ISDC Global Services Limited

Signature:

Name: Souradeep Chattaraj

Date: 27/10/2020

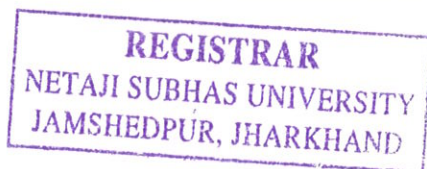
For Netaji Subhas University

Signature:

Name: Mr. Nagendra Singh

Designation: Registrar

Date: 27/10/20



SCHEDULE 1 PLATFORM SCHEDULE

Qualifications: ACCA

Courses/Exams:

ACCA Knowledge

- Accountant in Business (AB)
- Financial Accounting (FA)
- Management Accounting (MA)

ACCA Skills

- Corporate & Business Law (LW-ENG)
- Performance Management (PM)
- Taxation (TX-UK)
- Financial Reporting (FR)
- Audit & Assurance (AA)
- Financial Management (FM)

Strategic/Professional

- Strategic Business Reporting (SBR)
- Strategic Business Leader (SBL)
- Advanced Performance Management (APM)
- Advanced Taxation (ATX)
- Advanced Audit & Assurance (AAA)
- Advanced Financial Management (AFM)

Platform content/components*:

- Course introductory videos
- Recorded tutor lectures covering full syllabus
- Course Notes
- Study Guide & Syllabus
- Study Planner
- Questions Banks
- Revision notes/questions/solutions
- CBE platform
- Mock debriefs/solutions
- Course/Specimen exams
- Kaplan Study Text and QB
- Chat function

*course components vary between ACCA courses

Platform implementation/training:

The Supplier will provide a one hour live interactive training webinar in conjunction with supporting documents and instructions for each Client.

Platform updates:

The Supplier will make all necessary course and platform updates to reflect all updates or changes to the qualification syllabus. The Supplier will be responsible for any updates or amendments in respect to errata. There will be no additional charge to the Client for such update.

SCHEDULE – 2 PRICING SCHEDULE

(1) Student Fee per Student / Product Order:

Fee as detailed here under per each student is to be paid by the Client to the Supplier for license to access the learning platform.

(2) Platform Fee (Optional):

In addition to the Fee for Order specified herein below GBP 7500/- is payable by the Clients who opt for White Label Permit towards one-time Platform Branding and Implementation.

Student fees (per student/per product)

Product	No. Of Papers	Validity/ Subscription	Coupon Rate for Student	ISDC Client Discounted Fee per Order	ISDC Partner Discounted Fee per Order under White Label Permit
ACCA	All 13 Papers	One Month	GBP 45	GBP 45	GBP 45
ACCA	All 13 Papers	Three Months	GBP 90	GBP 60	GBP 60
ACCA	All 13 Papers	Six Months	GBP 180	GBP 130	GBP 120
ACCA	All 13 Papers	One Year	GBP 270	GBP 200	GBP 180
ACCA	Single Paper	One Year	GBP 60	GBP 40	GBP 40

Mode of Student Fee Payment and Reporting

Student fees:

- a) Student Fee must be paid in advance along with the student contact details in the prescribed format.
- b) Student login access will be activated within 48 hours from the receipt of the payment and the student details.
- c) A report of platform usage detailing the orders placed, platforms availed, cancelled if any shall be provided by the Client to the Supplier at the end of every quarter

SERVICE LEVEL AGREEMENT

Service	Description	Service Level Agreement
Set up of platform (While Label Permit opted Clients)	Platform branded with appropriate course content for chosen Qualifications, and with Client Admin and Management access controls.	Two weeks following the agreement of specification.
Set up of user access (While Label Permit opted Clients)	Provision of access to nominated Client super users responsible for ongoing administration and management of the platform for Testing/review.	Access will be provided on or before the agreed platform delivery date.
User training	Provision of training and resources to Client to support ongoing Administration and management of the platform.	Training constitutes live training webinar and supporting training Documents/resources. Training will be conducted within fourteen days of platform delivery.
Content updates	ISDC will update all learning platforms to reflect changes in qualification syllabi. Obsolete platform content will be removed at Point of update.	ISDC will provide Four weeks advance notice to the Client of Anticipated qualification updates.
Errata corrections	Corrections to content or material where an error is identified that may impact a student's performance or corrections to content	4 working days for significant corrections. Minor 'editorial' corrections will be made at point of syllabus update
Client and technical Support	ISDC will provide first tier support for Client user (i.e. Not direct to students) via email. ISDC will Facilitate additional technical support via our partner as required.	ISDC will provide the Client with a support e-mail for all Client support issues All support enquiries will either be resolved, or, if further technical work is required, have a clear timeline and plan for resolution, within Four Working days.
Planned downtime	Periodically, the platform may Require to be made inaccessible to users for a short period of time for the completion of critical security or performance maintenance.	ISDC will provide at least 24 hours prior notice of any planned downtime to Clients. ISDC will maintain a 99% uptime/availability.
Unplanned downtime	Whilst ISDC take all appropriate steps to avoid any unplanned downtime, there may be occasions when the system is unavailable outside of planned maintenance Cycles.	All Clients will be notified within 8 hours of the system being unavailable (if this is for a period of 15 minutes or more). ISDC will work to resolve any issues and have the system available within Two working days.