



# **Memorandum of Understanding**

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Desh Bhagat University (DBU)

And

Globe From Home Ltd.

Desh Bhagat University  
Amloh, Mandi Gobindgarh,  
Punjab -147301 (India)

Globe From Home Ltd.  
Internation House, Holborn, London  
EC1A 2BN, United Kingdom

1. This is to set out the principal terms and conditions upon which, Desh Bhagat University (the First Party) agree to enter into a services agreement with Globe From Home Ltd. (the Second Party). The First Party and the Second Party are referred to as "each Party" or "the Parties" in this letter.
2. The terms in this letter are not exhaustive and are expressly 'subject to contract' until a final written agreement has been entered into. The terms are not intended to be legally binding between the parties except where specifically stated.

### **Timescale and notice to terminate**

3. The Parties agree to negotiate in good faith with a view to signing the final written Agreement on 25<sup>th</sup> January 2022.
4. Either Party may at any time, by giving notice to the other in writing, terminate negotiations for the Proposed Agreement, without having to give any reasons for doing so.
5. The Party giving notice will not incur any financial liability to any other Party, unless it has breached a legally binding obligation of this letter as set out below.
6. Upon giving notice of termination, each Party must:
  - a. return all of the other party's equipment and materials;
  - b. return or destroy (as directed in writing by the other party) any documents, handbooks, software or other information or data provided to it by the other party.

### **Essential pre-conditions to an agreement**

7. Any Proposed Agreement between the Parties is conditional upon:
  - a. the Parties negotiating, drafting and agreeing the satisfactory terms of the Proposed Agreement governed by English law;
  - b. the approval of and consent to the Proposed Agreement being given by (i) the Parties (including any necessary internal, shareholder, board of directors, or partner consents, as appropriate) and (ii) any relevant third-party agencies including (without limitation) any tax, regulatory, export, certification or competition authorities. Any such approvals and consents shall remain in full force and effect until the Agreement is signed.

### **Basis of Proposed Agreement**

8. Under the Proposed Agreement, the First Party's primary obligations are:
  - a. Implement the live, interactive, virtual 'International Readiness & Soft Skills training program' being offered by Globe From Home, U.K.
9. Under the Proposed Agreement, the Second Party's primary obligations are:
  - a. Deliver live, virtual 'International Readiness & Soft Skills training program' for Desh Bhagat University students.
10. The agreed purchase price for the virtual training program is **£200 per student** (to be negotiated further), including taxes. Desh Bhagat University intends to deliver the program to 200 students (approx.). It has been agreed that the price set out above is an all-inclusive fee and covers all

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DESH BHAGAT UNIVERSITY  
MANDI GOBINDGARH (PB.)

preparation, report writing and all other work, which is carried out.

11. Other agreed terms of the Proposed agreement are as follows:
- a. Globe From Home will deliver the training programs over the academic year 2022/23, as per a staggered schedule proposed by Desh Bhagat University.
  - b. It is expected that Globe From Home will meet all costs and expenses necessary to provide the Services. The Charges are also deemed to cover the cost of personal equipment, non-Working Days and all other costs and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Agreement.

### Costs

12. This paragraph is legally binding.
13. Each Party is responsible for its own costs in connection with the Proposed Agreement, whether or not it proceeds (including, without limitation, the preparation and negotiation of this letter, the negotiation and drafting of the Proposed Agreement and any documents contemplated by it).

### Other agreements

14. This paragraph is legally binding.
15. Where they exist, any agreements between the parties will continue to apply to this letter and shall remain in full force and effect and are not affected by anything in this letter.

### Rights and remedies

16. This paragraph is legally binding.
17. Each Party agrees that damages alone would not be an adequate remedy for any breach of a legally binding obligation by the other Party. In such an event, the non-defaulting Party shall be entitled to the remedies of an injunction, specific performance or other equitable relief in addition to any other remedy including damages.
18. This letter is for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else.

### Governing law and jurisdiction

19. This paragraph is legally binding.
20. The agreement constituted by this letter shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction for all matters arising under it.

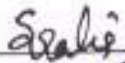
  
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## Commencement and signature

21. The agreement in this letter will take effect from the time that the First Party receives the signed duplicate agreement from the Second Party and will remain in effect until superseded by the Proposed Agreement, notice to terminate negotiations or other event equivalent to termination (including insolvency of one of the Parties or the performance of the obligations set out above (**Basis of Proposed Agreement**)).

We look forward to hearing from you,

Yours faithfully,



REGISTRAR  
DESH BHAGAT UNIVERSITY  
MANDI GOBINDGARH (PB.)

Dr. Sanjiv Kalia- Registrar, on behalf of Desh Bhagat University

We, Globe From Home Ltd. acknowledge receipt of your letter 25/01/ 2022, and we accept and agree to its terms.



Rajeev Prabhakaran for and on behalf of Globe From Home Ltd.