CAMBRIDGE ENGLISH
Language Assessment
Part of the University of Cambridge

VIGNAN'S
Foundation for Science, Technology & Research
UNIVERSITY
Building young India

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MoU") is entered into upon this 6th day of August 2014 by and between: The Chancellor, Master and Scholars of the University of Cambridge through its departments, the University of Cambridge Local Examinations Syndicate and Cambridge English, of Syndicate Buildings, 1 Hills Road, Cambridge, CB1 2EU, UK, ("Cambridge English") and Vignan's Foundation For Science, Technology & Research University (VFSTRU),Vadlamudi, Guntur, India, herein after referred as "VIGNAN'S UNIVERSITY" with respect to the desire by the parties to consider collaboration with each other on various potential projects and to specify basic intentionsregarding such collaboration on English language projects.

Vignan's University is concerned to improve the English language standards of its students and English teaching standards of its teachers. It also intends to help and encourage the faculty and the students of other Colleges and Universities who come in contact with Vignan's University. To this end Vignan's University has set up a Board of Studies which aims to provide English language training skills. Vignan's University intends to use the Common European Framework of Reference for Languages ("CEFR") as a benchmark.

Cambridge English is the world's leading authority on English language testing for all learners of English and qualifications for English language teachers. Cambridge English tests are globally recognised as high quality assessments which have a positive impact on the learning of English. Cambridge English works with partners in India to promote the use of standardised international assessments as benchmark levels to improve the learning and teaching of English, and is keen to work with Vignan's University to give their teachers and students access to international English qualifications and also provide the facility to other Institutions having partnership with Vignan's University on mutual consent. In consideration of discussions between the parties and mutual promises and conditions in this MoU, the parties agree as follows:

Except as described herein, the terms of this MoU are intended as indications of interest only and are non-binding; although it is the intent of the parties that their collaborative project discussions proceed based on this MoU, the obligations of the parties to agree

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any project and the terms thereof shall be subject to the negotiation, execution, and delivery of project agreements.

SCOPE OF GLOBAL COLLABORATION

The parties agree to discuss in good faith the following projects:

1. The main aims for Vignan's University are:

   a. to improve the quality of teaching and learning English in Vignan's University;
   b. to introduce a standardised international testing system for English across Vignan's University which is linked to the CEFR international benchmarks;
   c. to offer opportunity for students of Vignan's University to gain achievement in English which is internationally recognised;
   d. to develop Vignan's University as a Cambridge English authorised Preparation Centre to deliver the relevant qualifications;
   e. to give teachers in Vignan's University an opportunity for professional development;
   f. to motivate the students of Vignan's University to learn English;
   g. to organize Cambridge English programmes and courses for students and faculty of other colleges and Universities having link with Vignan's University
   h. to recommend any other courses proposed by Cambridge English for the students and staff of Vignan's University and other Institutions
   i. to organize joint conference / workshop / seminar / short term training programmes related to English Language Teaching

2. Vignan's University will:

   a. Adopt the following Cambridge English examinations for their students:
      - Cambridge English : Preliminary (PET)
      - Business English Certificate Vantage (BEC V)
   b. Ensure Cambridge English examinations are taken by at least 1000 students of Vignan's University and other institutions of the Vignan's group, each academic year.

c. Integrate PET & BEC with the existing English Courses, subject to the approval of Academic Council in accordance with UGC norms, so as to enable students to take up Cambridge English Certifications at the end of every academic year.

d. Offer other Cambridge English certificate courses as add-on programme for the students and staff of Vignan's University and other institutions.

3. Cambridge English will:

a. organise JOINT WORKSHOPS / SEMINAR FOR TEACHERS which will help them improve their teaching methodology and prepare students for the Cambridge English exams.

b. provide Vignan's University with appropriate guidance on any issue relating to teaching English for its students and teachers.

c. provide joint workshop for teachers and students of other colleges and Universities having partnership with Vignan's University.

d. permit Vignan's University to be a Cambridge English Authorised Preparation Centre and use Cambridge English preparation centre logo on the promotional material of any joint event related to Language studies.

e. offer guidance to Vignan's University for improving its Post Graduate and Research Programmes in English, in the areas of designing curriculum and offering specific language courses.

4. The parties will co-operate to discuss appropriate teacher training workshops to be provided by Cambridge English at its reasonable discretion to help teachers of colleges having partnership with Vignan's University improve their teaching methodology and prepare students for the Cambridge English exams.The workshops would provide VIGNAN'S UNIVERSITY teachers with reasonable amounts of advice on suitable learning materials, learning outcomes and other issues pertaining to preparing students for Cambridge English exams.

NON-DISCLOSURE, CONFIDENTIAL INFORMATION AND GENERAL TERMS

In furtherance of the intentions of this MoU, the parties agree to be bound by the following:

The parties agree that neither shall disclose to any person, other than their own employees, officers, directors or agents having a reasonable need to know same (and those of their affiliated companies), any Confidential Information that has been disclosed to it by the other party, directly or indirectly, nor use same in any way either during the term of this Agreement or at any time thereafter without the express written authority of the other party, and to promptly return all Confidential Information upon termination of this MoU and written request by the other party.

For purposes of this Agreement, "Confidential Information" shall mean information that is proprietary as to the Party hereto which discloses same and is not generally known to the public or cannot be obtained other than through the Party disclosing same. This includes, but is not limited to, financial information regarding either Party, strategic business plans, marketing strategies, trade secrets consisting of programs, methods, formulae, processes, patterns, devices and compilations of information, records and specifications which have been developed or are owned by the disclosing Party. Confidential Information that subsequently becomes public information as a result of the actions of the disclosing Party shall there upon no longer be considered confidential for purposes of this Agreement.

Vignan's University will ensure the performance of the obligations of its colleges, subsidiaries and/or affiliates arising under or related to any subsequent project agreement. This MoU will be effective for a period of 3 years as of the date first above written or until receipt by one party of express written notice of termination of this MoU from the other party, except that the provision for nondisclosure of Confidential Information and for ensuring the obligations of any subsidiary and/or affiliate under any subsequent project agreement will survive this MoU. The terms of this MoU are governed by English law and subject to jurisdiction of the English courts. The parties will pay all of their own costs related to the intentions and terms of this MoU, except as otherwise stated in any project agreement between the parties. Nothing in this MoU shall be construed as creating a joint venture, partnership, a contract of employment, the relationship of supplier and purchaser or a relationship of principal and agent between the parties. Neither party shall disclose the terms of this MoU nor make any announcement relating to this MoU or its subject matter without the prior written approval of the other

party. This MoU may be executed in one or more counterparts each of which when executed and delivered electronically or in hardcopy shall be deemed an original, but all of which taken together shall constitute one and the same document.

for Cambridge English
Language Assessment

for Vignan's University