



SANTOSH

Deemed To Be University

(Established u/s 3 of the UGC Act, 1956)

Memorandum of Understanding

Cambridge Boxhill Language Assessment Pty Ltd (as trustee of the CBLA
Unit Trust) ("**CBLA**")
ACN 159 885 257

and

Santosh Deemed to be University ("**Santosh**")
Ghaziabad, Delhi NCR, India

Date: 20.08.2024




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Memorandum of Understanding

Date: 20.08.2024

Parties

1. Cambridge Boxhill Language Assessment Pty Ltd in its capacity as the Trustee of the Cambridge Boxhill Language Assessment Trust (ACN 159 885 257) of Level 17, 452 Flinders Street, Melbourne, 3000, VIC (**CBLA**)
2. **Santosh Deemed to be University** with their registered address at [1., Sector 12, Santosh Nagar, Pratap Vihar, Ghaziabad, Uttar Pradesh 201009] Ghaziabad, NCR Delhi (**Santosh**)

CBLA and Santosh, together "the Parties" and individually "a Party".

Background

- A. CBLA is the owner of the Occupational English Test (**OET**) worldwide. The OET Test is accepted as proof of English proficiency for visas, study, registration and employment in healthcare.
- B. Santosh is an educational institution in India, and it provides medical, dental, health science and related education.
- C. The Parties desire to enter into a joint collaboration to promote and support English language and communication skills of healthcare professionals in India (**Objectives**).
- D. Santosh also wishes to acknowledge OET as the official English Healthcare Communication Partner of Santosh Deemed to be University. In return, CBLA will provide Santosh the access to the OET result verification portal to verify the validity of OET Test results.
- E. Both Parties agree to work together and at all times act in good faith by acting fairly, reasonably and honestly in the spirit of collaboration and cooperation.
- F. The provisions of this MOU are intended to be legally binding upon the Parties.



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Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this MOU:

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne or in India;

Corporations Act means the Corporations Act 2001 (Cth);

Intellectual Property Rights means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, inventions, designs, copyright, trademarks, brand names, product names, domain names, rights in circuit layouts, plant breeder's rights, know how, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals, divisions and extensions of these rights;

MOU means this Memorandum of Understanding including the background, any schedules and any annexures;

Receiving Party means the Party receiving or obtaining the Confidential Information belonging or relating to the Disclosing Party;

Recipient means any, employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the Receiving Party; and



2. Implementation of Collaboration

2.1 Binding terms

Each Party agrees that this MOU will be binding on the Parties.

2.2 Santosh's responsibilities

To achieve the Objectives, Santosh agrees to undertake the following activities:

- (a) Santosh shall acknowledge OET as its official English Healthcare Communication Partner;
- (b) Santosh shall allocate a dedicated space within Santosh Deemed to be University premises to serve as a permanent showcase for CBLA's marketing materials, including informative flyers and brochures to promote the OET. This would provide the students with easy access to valuable resources aimed at enhancing healthcare communication skills; and
- (c) The logo of the OET will be prominently displayed on Santosh Deemed to be University's website, showcasing the Parties' partnership.

2.3 CBLA's responsibilities

To achieve the Objectives, CBLA agrees to undertake the following activities:

- (a) CBLA shall conduct five face-to-face workshop sessions per year to improve the English communication skills of healthcare professionals. These sessions will cover all four skills of the language in a healthcare setting;
- (b) CBLA shall list Santosh as a recognising organisation on OET's official website;
- (c) CBLA shall provide Santosh access to the OET result verification portal to verify the validity of OET Test results of candidates who have given permission for Santosh to view their results.



- (d) CBLA shall provide Santosh links to free online resources tailored to assist candidates in their preparation for the OET Test; and
- (e) CBLA will provide Santosh access to the OET teachers' training portal and links to free online resources to help Santosh trainers develop preparation material for training candidates.

2.4 Terms of Use of OET Results Verification Portal

- (a) Santosh acknowledges that access to the OET result verification portal is restricted in order to protect the data that CBLA holds on candidates. Santosh agrees to the terms of use set out in clause 2.4(d) and 2.4(e) when accessing and using the OET result verification portal.
- (b) Santosh shall nominate authorised personnel in Santosh (**Users**) to access the OET result verification portal.
- (c) Santosh will nominate an employee who will administer the use of the OET result verification portal by Users on Santosh's behalf (**Administrator**). The Administrator will arrange and manage access to the OET result verification portal by Users and will ensure that only authorised Users are able to access the OET result verification portal.
- (d) Santosh will allow Users to access the OET result verification portal only for:
 - (i) the purpose of verifying a particular individual's OET Test results; and
 - (ii) the administration of User's access to the result verification portal.
- (e) Santosh will:
 - (iii) not allow any person to access the OET result verification portal unless that person is a Santosh employee, has a genuine need to access the OET result verification portal as part of their employment, and has been authorised as a User by Santosh;
 - (iv) provide CBLA with the name and contact details of all Users, on an ongoing basis;




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- (v) ensure that no information obtained from the OET result verification portal is provided to any person who does not have a genuine need to know that information;
 - (vi) ensure that passwords and User access details remain secure, and not disclose passwords to the OET result verification portal to anyone other than its Users;
 - (vii) notify CBLA and remove the User's access to the OET result verification portal if the User is suspected to have engaged in unauthorised use of the OET result verification portal;
 - (viii) ensure that all prospective Users are provided with training in relation to the OET result verification portal and are made aware of the permitted uses, prohibitions and restrictions on their use of the portal;
 - (ix) not modify, change, delete, interfere with or misuse data contained in the OET result verification portal;
 - (x) follow any reasonable instructions that may be provided by CBLA in relation to the use of the OET result verification portal; and
 - (xi) as soon as practicable, notify CBLA if Santosh identifies or becomes aware of any use of the OET result verification portal which is not in accordance with the terms in this MOU.
- (d) Santosh agrees to allow CBLA to use personal information provided by Santosh in relation to the Users accessing the OET result verification portal.
- (e) Santosh acknowledges that the OET result verification portal may, from time to time, be unavailable due to periodic system maintenance. CBLA will use its best efforts to minimise disruption to or unavailability of the portal.
- (f) Santosh acknowledges that CBLA may need to prevent access to the OET result verification portal if CBLA has a reasonable concern for the security of the portal.



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2.5 CBLA Logo use

- (a) CBLA grants Santosh a non-exclusive, non-transferable, non-sublicensable, revocable licence to use and display the OET logo in India during the Term for the purpose of performing this MOU, subject to terms in clause 2.5(b).
- (b) Santosh must not use or display the OET logo except in accordance with CBLA's directions and for the sole purpose of performing this MOU.
- (c) Santosh shall:
 - (i) seek CBLA's written approval before it publishes any webpages that make use of the OET logo;
 - (ii) comply with any reasonable instructions provided by CBLA in relation to how the OET logo may be used or displayed; and
 - (iii) it must at all times use its best endeavours to protect the reputation of CBLA and the OET logo, and ensure CBLA's goodwill is not undermined.
- (d) CBLA reserves the right to revoke the licence to use the OET logo in the event of any actual or suspected unauthorised use of the OET logo.

3. Confidentiality and Intellectual Property Rights

3.1 Definition of confidentiality

All information exchanged between the Parties under or in connection with this MOU (including the terms of this MOU) or during the negotiations preceding this MOU is confidential to them (which for the avoidance of doubt includes any Intellectual Property Rights) ("**Confidential Information**") and may not be disclosed to any person except:

- (a) to Recipients requiring the information for the purposes of this MOU;
- (b) with the prior written consent of the Disclosing Party;
- (c) if required by any court order or law;



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- (d) if the information is generally and publicly available other than as a result of a breach of confidence by the person receiving such information.

3.2 Disclosure to Recipient

A Receiving Party may disclose Confidential Information to a Recipient only if the disclosure is made to the Recipient strictly on a "need to know basis" and, prior to the disclosure:

- (a) the Receiving Party notifies the Recipient of the confidential nature of the Confidential Information to be disclosed; and
- (b) the Recipient has given an undertaking to the Receiving Party, for the benefit of the Disclosing Party, to be bound by the obligations in this MOU as if the Recipient were a Receiving Party in relation to the Confidential Information to be disclosed.

3.3 Obligations

- (a) The Receiving Party must take all reasonable steps to ensure that any person to whom the Receiving Party is permitted to disclose Confidential Information under clause 3.2 complies at all times with the terms of this MOU as if that person were a Receiving Party.
- (b) Neither Party shall use the other Party's Confidential Information for any purpose other than performing its obligations under this MOU.
- (c) In the event of expiration or termination of this MOU, the Receiving Party shall, upon written demand from the Disclosing Party, promptly return the Confidential Information and any copies of it or confirm in writing that it and all copies have been destroyed. Neither Party shall be required to return or destroy:
- (i) documents required to be retained by applicable law or regulations or for audit requirements; or (ii) meeting papers, reports, notes or other material prepared by the Receiving Party or on its behalf that incorporate Confidential Information ("**Secondary Information**") provided that the Secondary Information is kept confidential (and for the avoidance of doubt the provisions of this clause 3.3(c) shall survive the termination of this MOU).



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3.4 Intellectual Property Rights

- (a) Santosh acknowledges and agrees that, notwithstanding anything else, any and all rights, title and interest in the OET brand and OET logo will remain the sole property of CBLA.
- (b) All Intellectual Property Rights owned by one Party prior to the date of this MOU will continue to be owned by that Party. Neither Party will gain, by virtue of this MOU, any Intellectual Property Rights owned by the other.
- (c) For the avoidance of doubt, during the term of this MOU, any Intellectual Property Rights created by one Party (the "**First Party**") without the use of the Intellectual Property Rights of the other Party (the "**Second Party**") shall be and remain the sole and exclusive property of the First Party.

4. Term and Termination

4.1 Term

This MOU will commence on execution by both Parties and continues for two (2) years unless terminated earlier in accordance with clause 4.2.

4.2 Termination of this MOU

- (a) Either Party may terminate this MOU by giving 20 Business Days' notice to the other Party.
- (b) Either Party may terminate this MOU immediately on written notice to the other Party if one Party commits a material breach of this MOU (and if remediable) fails to remedy that breach within 10 Business Days' of notification of the breach from the other Party.
- (c) If the MOU is terminated:
 - (i) Santosh will cease using the OET result verification portal on and from the date termination takes effect and User's access to the OET result verification portal will be disabled.
 - (ii) the licences granted to Santosh in this MOU immediately end and Santosh must stop using the OET logo.

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4.3 Survival of obligations

Despite any other provision of this MOU, clause 3 (Confidentiality and Intellectual Property) survives termination of this MOU, however arising.

5. Notices

Any notice or other communication to or by a Party under this MOU:

- (a) must be given in accordance with this clause 5;
- (b) may be given by personal service, prepaid Express Post International airmail or email;
- (c) must be in writing, legible and in English addressed (depending on the manner in which it is given) as shown below:

- (i) If to CBLA:

Address: level 17, 452 Flinders St, Melbourne VIC 3000

Attention: General Counsel, CBLA

Email: legal@oet.com.au

- (ii) If to Santosh:

Address: Santosh Deemed to be University,
#1, Santosh Nagar,
Ghaziabad, Delhi NCR
Pin: 201009

Attention: Dr. Ezhilrajan. K

Email: registrar@santosh.ac.in

or addressed in accordance with any updated details last notified by the Party to the sender by notice given in accordance with this clause;

- (d) must be signed:

- (i) in the case of a corporation/Institution/Organisation registered in Australia, by any authorised representative



or by the appropriate office holders of that corporation under section 127 of the Corporations Act; or

- (ii) in the case of a corporation//Institution/Organisation registered outside of Australia, by a person duly authorised by the sender in accordance with the laws governing the place of registration of that corporation; and
- (e) is deemed to be given by the sender and received by the addressee:
- (i) if delivered in person, when delivered to the addressee;
 - (ii) if sent by prepaid Express Post International airmail between countries, on the date that is ten Business Days after the date of posting; or
 - (iii) if by way of email, as specified in clause 5(f),

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

- (f) Any notice or other communication given under this MOU by email is deemed to be delivered and received on the earlier of:
- (i) the sender receiving a delivery confirmation message from the recipient's information system; and
 - (ii) 4 hours after the time the email is sent to the relevant email address unless the sender receives an automatic notification (other than an out of office greeting) that the email has not been delivered.

6. Costs and Liabilities

- (a) Except as otherwise provided, each Party shall bear its own costs and expenses incurred in complying with its obligations under this MOU.
- (b) If the Parties arrange to share expenses for the cooperative activities undertaken under this MOU, any such arrangements shall be mutually agreed upon by the Parties in writing and in advance of any expenses being incurred.



7. Anti-Bribery and Corruption

(a) Each Party shall:

- (i) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption;
- (ii) ensure neither it, nor its employees or officers, in the course of its performance of its obligations under this MOU, will engage in any activity, practice or conduct which would constitute an offence under these anti-bribery and anti-corruption laws, statutes and regulations; and
- (iii) notify the other Party immediately if it becomes aware of or has any reason to believe that it, or any of its officers, employees or agents have breached or potentially breached any of its obligations under this clause. Such notice shall set out full details of any circumstances concerning the breach or suspected breach of that Party's obligations.

8. General

8.1 Entire understanding

This MOU contains the entire understanding between the Parties concerning the subject matter of this MOU and supersedes, terminates and replaces all prior agreements and communications between the Parties concerning that subject matter.

8.2 No waiver

- (a) A failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on a Party by or in respect of this MOU does not operate as a waiver by that Party of the power, right or remedy.
- (b) A single or partial exercise of any power, right or remedy does not preclude a further exercise of it or the exercise of any other power, right or remedy.
- (c) A waiver of a breach does not operate as a waiver of any other breach.



8.3 Severability

Any provision of this MOU which is invalid in any jurisdiction must, in relation to that jurisdiction, be:

- (a) read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) severed from this MOU in any other case,

without invalidating or affecting the remaining provisions of this MOU or the validity of that provision in any other jurisdiction.

8.4 No assignment

A Party cannot assign or otherwise deal with the benefit of this MOU without the prior written consent of the other Party.

8.5 Consents and approvals

Unless this MOU provides otherwise, where anything depends on the consent or approval of a Party, then that consent or approval may be given conditionally, unconditionally or withheld, in the absolute discretion of that Party.

8.6 No variation

This MOU cannot be amended or varied except in writing signed by the Parties.

8.7 Dispute

If any dispute arises out of or in connection with this MOU, the Parties shall attempt in good faith to settle it by negotiation. If such dispute cannot be resolved by negotiation, it shall be settled under the Rules of Arbitration of the International Chamber of Commerce in Melbourne, Victoria, Australia (Rules) by one or more arbitrators appointed in accordance with the said Rules, and the seat of arbitration must be Melbourne.

8.8 Relationship of Parties

Unless this MOU expressly provides otherwise, nothing in this MOU may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between the Parties



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nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

8.9 Counterparts

If this MOU consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

8.10 Governing law and jurisdiction

- (a) This MOU is governed by and must be construed in accordance with the laws of Victoria, Australia.
- (b) The Parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this MOU, its performance or subject matter.
- (c) Each Party waives any rights to:
 - (i) object to the venue of any proceedings; or
 - (ii) claim that the proceedings have been brought in an inconvenient forum or that the courts of another place are a more convenient forum, if the proceedings have been brought in a court referred to in clause 8.10(b).

Executed as a Deed by
Santosh Deemed to be University
by its authorised representative:

.....
Dr. Ezhilrajan K
Registrar



Executed as a Deed by
Cambridge Boxhill Language
Assessment Pty Ltd (as trustee
for the Cambridge Boxhill
Language Assessment Trust) by
its authorised representative:

.....
Tom Keenan, Regional Director
APAC, CBLA