MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as “the MoU”)

between

GETI

and

UpSchool

This Memorandum of Understanding is being entered into and executed on this 18th day of December, 2023, in Lucknow, India and Australia by and between:

GETI (Global Education Training Institute) is an organization having its office at 10 Station Road, Lucknow, 226001, UP (hereinafter referred to as "GETI" which shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **First Party**

AND UpSchool, having its registered office in Australia (hereinafter referred to as the "UpSchool" which expression shall, unless it be repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns); of the **Second Party**

GETI and UpSchool are collectively referred to as “parties” and individually as a "party”.

Hereby, the following decided:

1. Both parties have agreed to engage in an MoU lasting 5 years, extendable by mutual consent, to execute the Global Dream ALfA FLN Program worldwide.
2. Commencing at partner schools of UpSchool, this program will focus on implementing holistic education and FLN skills for children.
3. GETI will supply the Global Dream ALfA E-Toolkits, or printed versions as needed, for a cost.
4. UpSchool will oversee the program's execution for enrolled children.
5. GETI will conduct online training sessions for volunteers acknowledged by UpSchool regarding the program.
6. The objective of this framework agreement is to foster collaborative research and study endeavors in mutually shared areas of expertise.
7. Areas of cooperation: Based on their resources and legal framework, the parties agree to establish a bilateral cooperation program with the following objectives:
    a) Facilitating training visits or online participation of teachers and researchers for fixed-term teaching, lifelong learning, or research, subject to mutual agreement, especially participation in courses and conferences, including the MOOT—Massive Open Online Training.

b) Engaging students in enhancing literacy rates and implementing the ALfA program in Australia.
c) Conducting joint research programs.
d) Co-organizing symposia, conferences, meetings, trainings, and workshops.
e) Encouraging administrative staff participation in actions facilitating the exchange of best practices.
f) Mutual notification of symposia, seminars, conferences, and scientific meetings, as well as exchanging publications and documentation on activities.
g) Sharing the outcomes of their pedagogical experiments (courses and seminars) with each other.
h) Working to mutual benefit, to promote and grow each other's area of influence worldwide.

8. Terms of application

   This framework agreement will be considered as the source document of any specific agreement signed during its validity period. Cooperation activities will be governed by specific agreements, which will specify the terms of cooperation and, the potential budget and grants. If any funds are raised for the program that includes ALfA, 4% of the Gross Funds will be given to UpSchool and remaining to GETI for spreading towards universal literacy.

   Coordination: Each of the parties will name a participant or service in charge of the administrative coordination of this present agreement.

9. Confidentiality: Upon the validation of this agreement and upon its expiration or cancellation, the parties agree to respect the confidentiality of all information and documents, whatever their nature, transmitted between them during execution of this agreement. This consequently prohibits either party from sharing with any third-party information or documents transmitted throughout the duration of this agreement. The parties shall take the necessary measures to ensure that their staffs respect this obligation of confidentiality.

10. Use of logo The parties give permission to each other to use the logos of UpSchool and GETI on the websites and social media belonging to each of them with the only purpose to promote the cooperation between the parties and rise universal literacy.

11. Expansion to third parties the cooperation might be expanded to third parties by addendum, in accordance with terms jointly defined and agreed by the parties.

12. Termination Each party shall have the right to withdraw from this agreement by giving the other party a six months' notice, if withdrawal takes effect no earlier than the end of the ongoing academic year, nor than the end of the ongoing partnership actions.

13. Addenda: This agreement may be amended in the form of an addendum which shall be submitted to the same procedure as the one used for the present agreement.

14. Conflict resolution, any conflict about this agreement, regarding its interpretation, its non-validity, its execution, its termination, the addition of complementary elements or its adaptation to new conditions will be resolved by mutual agreement. Failing that, the parties agree that such a conflict shall be submitted to mediation. The parties will select a unique mediator by mutual agreement. Failing that, each party will select a mediator within five working days following the date of the legal notice.

15. Language and number of copies There are two (2) authentic texts of this framework agreement in English.

16. All intellectual property and related materials, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that are developed or produced under this MoU, are "work made for hire" and will be the sole property of the GETI. The use of the Intellectual Property by the GETI will not be restricted in any manner.

17. UpSchool will not use the Intellectual Property for any purpose other than that contracted for in this MoU and except with the written consent of the GETI. Second Party will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

For UpSchool



Signature:

Name: Gavin McCormack
Designation:
Organization: UpSchool

Date: 22/12/2023

For GETI



Signature:

Name: Sunita Gandhi
Designation: CEO
Organization: GETI

Date: 22/12/2023