



WORLD EDUCATION SERVICES

Memorandum of Understanding Between World Education Services (WES) and Guru Ghasidas Vishwavidyalaya (A Central University) Bilaspur, C.G., India

The purpose of this MOU is to define the relationship between World Education Services, Inc. ("WES") and Guru Ghasidas Vishwavidyalaya, for the sole purpose of the transmission of international academic credentials. WES and will be referred to individually as "a Party" or collectively as "the Parties."

Service:

Guru Ghasidas Vishwavidyalaya will transmit digital mark sheets, transcripts or degree certificates in PDF format to WES through Secure File Transfer Protocol (SFTP), and represents to WES that any transmitted mark sheets, transcripts or degree certificates are authentic and duly issued by Guru Ghasidas Vishwavidyalaya and accurately represent the student's performance at Guru Ghasidas Vishwavidyalaya.

WES will accept digital documents transmitted by Guru Ghasidas Vishwavidyalaya under the following conditions:

1. WES will directly and independently confirm with one or more of the appropriate University leadership (Vice Chancellor and Controller of Examinations/Registrar) that the University has officially authorized to provide confirmation in the process through which mark sheets, transcripts and degree certificates are transmitted in PDF format through SFTP in place of postal mail.
2. WES will accept only legible documents that are issued, attested by the Controller of Examinations/Registrar or designee.
3. WES will only accept documents that have been uploaded to WES by the Controller of Examinations/Registrar or designee.
4. WES reserves the right to not accept documents transmitted through SFTP.
5. WES has the right to independently verify the integrity, accuracy, authenticity, and reliability of any or all of the information provided by the University under intimation to GGV. WES makes no representations or warranties of any kind that the Evaluation Services will result in such verification to the satisfaction of either the University or the applicable

Registrar (Acting)
Guru Ghasidas Vishwavidyalaya
(A Central University)
Bilaspur (C.G.) 495 009 India

[Handwritten signatures and dates]
18/11/2022



Applicant. WES may refuse to verify and/or accept or reject any information provided by the University at its sole discretion and with possible justification to the University.

- 6. If there are any changes to the relationship between Guru Ghasidas Vishwavidyalaya and WES, the University will immediately notify WES.
- 7. WES will notify Guru Ghasidas Vishwavidyalaya if it decides to no longer accept documents from its institution.

Delivery to WES: WES will provide the University with SFTP login credentials. The University will deliver the academic documents to WES in PDF format via SFTP. The naming protocol for each file is, UniversityCode-WESReferenceNo-1.pdf. The WES reference number is a 7-digit number provided to each WES Applicant. The university code for Guru Ghasidas Vishwavidyalaya is GGU. For example, a file can be correctly named, GGU-4950090-1.pdf. WES reserves the right to change the document file format requirements.

Communications: Once the documents are shared digitally, the University will advise the WES applicant to allow 10 business days before receiving an update on their WES evaluation.

Marketing Material: The University may inform the public that WES is accepting digital documents transmitted through SFTP and may use WES's name in informational material. This does not imply or guarantee that WES will accept any particular submitted documents or documents from other institutions in India.

Minimum acceptable standards: Technical support will be available to WES by Guru Ghasidas Vishwavidyalaya and to Guru Ghasidas Vishwavidyalaya, by WES via email and/or phone. Both parties agree to respond to requests for technical support as soon as possible and no later than 24 hours (except holidays) after a request for support is made.

Data Privacy: Each Party is responsible for the privacy of applicants' data while in its possession and each Party is responsible for independently complying with all applicable Data Privacy laws, including without limitation, (a) the GDPR and the implementing acts of the foregoing by a member state of the European Union, a member of the European Economic Area, the United Kingdom, and Switzerland; and (b) the India Privacy Law, each as may be amended or replaced by a superseding law from time to time. Each Party further

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agrees that, to the extent applicable under Data Privacy laws, the parties agree and acknowledge that, subject to the terms and conditions of this Agreement:

(a) each Party has the right to, and hereby does, independently and without direction from the other Party, determine the means and purposes of the Processing of Personal Data in such Party's possession, custody, or control;

(b) neither Party has the right to determine the means and purpose of the Processing of the Personal Data in the other Party's possession, custody, or control;

(c) each Party processes Personal Data on its own behalf or on the behalf of an Applicant and neither Party processes Personal Data on behalf of, or subject to the instructions of, the other Party;

(d) neither Party is, or shall claim to be, a Processor of the other Party or a joint Controller along with the other Party; and

(e) each Party is an independent Controller for the Processing of the Personal Data and each Party has distinct and independent obligations with respect to its Processing of Personal Data under Data Privacy Laws.

Without limiting anything in this Agreement, each Party acknowledges and agrees that, at its sole cost and expense, it is solely responsible for its compliance with, and it shall comply with, all obligations of a Controller under applicable Data Privacy Laws related to its Processing of Personal Data, including obtaining all necessary consents from Applicants and all consents, authorizations, orders, and approvals from all governmental authorities that may be or become necessary for its execution and delivery of the information provided to WES under this Agreement. Each Party further agrees that any person or entity that processes personal data on behalf of that Party ("Processor") shall be required to comply with the foregoing laws.

Confidential Information: Each Party will treat all information gathered on or provided by the other Party in connection with this agreement as confidential.

Term: The Services associated with this Agreement shall begin on the date that it is signed and will continue until it is terminated by either Party.



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Termination of MOU: This MOU can be terminated by either Party upon 30 days written notice.

Indemnification. Each Party shall indemnify, hold harmless, and, at the indemnified Party's option, defend the other Party from and against any losses, damages, liabilities, or costs (including reasonable attorneys' fees) ("Losses") resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that does or is alleged to arise out of or result from: (i) the indemnifying Party's gross negligence or willful misconduct; (ii) use of the information provided by the indemnifying Party in a manner not authorized by this Agreement; (iii) use of information by the indemnifying Party contrary to the instructions of the Applicant; (iv) use of the information by the indemnifying Party in violation of any Applicable Laws; (v) any claim that the information provided by the indemnifying Party violates a third-party's rights, including their intellectual property rights or their rights to privacy; or (vi) statements by the indemnifying Party related to WES's Evaluation Services that are in violation of any provision of this Agreement or otherwise contrary to the disclaimer set forth in this Agreement.

Indemnification Procedure. The Party seeking indemnification shall promptly notify the indemnifying Party in writing of any Third-Party Claim for which it seeks indemnification under this Section 6 and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such Third-Party Claim and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party may not settle any Third-Party Claim against the indemnified Party unless such settlement completely and forever releases indemnified Party from all liability with respect to such Third-Party Claim or unless the indemnified Party consents to such settlement, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the indemnified Party shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof at its own cost and expense with counsel of its own choice.

LIMITATION OF LIABILITY. In no event will either Party be liable under or in connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any (a) consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, (b) increased costs, diminution in value or lost business, production, revenues, or profits, (c) loss of goodwill or reputation,

[Handwritten signatures and initials]
Roy
Bhanu

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(d) use, inability to use, loss, interruption, delay or recovery of any data or breach of data or system security, or (e) cost of replacement goods or services, in each case regardless of whether the Party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable.

Force Majeure. If either Party cannot perform any of its obligations because of any act of God, court order, fire, riot, war, or any other cause not within the Party's control (a "Force Majeure Event"), then the non-performing Party will: (i) immediately notify the other Party; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of five (5) business days, WES may terminate this Agreement by providing written notice to Company.

Waivers. All waivers hereunder must be in writing, and failure at any time to require the other Party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation.

Choice of Law and Jurisdiction. The Parties agree that any and all disputes, claims or litigation arising from or related in any way to this Agreement shall be resolved exclusively by the state or federal courts in New York County, in the State of New York if WES is the defendant, and in India if Guru Ghasidas Vishwavidyalaya is the defendant. The Parties waive any objections against and agrees to submit to the personal jurisdiction of the courts in the locations provided in this paragraph. The interpretation and enforcement of this Agreement shall be governed by the law of the State of New York, without regard to provisions regarding conflicts of laws. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

wes.org

Handwritten signatures and initials: "K...", "R...", "R...", "R...", "R...", "R..."

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Guru Ghasidas Vishwavidyalaya
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agreement. The signatures of all the Parties do not need to be on the same counterpart for it to be effective. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement. The Parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Non-assignment: This Agreement is personal to WES and may not be assigned, without the prior written consent of Guru Ghasidas Vishwavidyalaya . Likewise, Guru Ghasidas Vishwavidyalaya may not assign this agreement to any other Party without the written consent of WES.

Entire Agreement / Amendments: This Agreement contains the entire agreement of Guru Ghasidas Vishwavidyalaya and WES and no terms may be modified or waived except by the mutual written consent of both Guru Ghasidas Vishwavidyalaya and WES.

For WES

For Guru Ghasidas Vishwavidyalaya, Bilaspur,
C.G., India

Holly Sanders

Sr. Director of Global Operations

18/01/2022
Dr. Shalendra Kumar

Name / Title

Name / Title

Registrar (Acting)

Guru Ghasidas Vishwavidyalaya
(A Central University)

Date: 01/13/2022

Date:

Bilaspur (C.G.) 495 009 India

Handwritten signatures and initials at the bottom of the page, including 'Rice', 'K', 'H', 'R', 'Raj', 'Chauhan', and a circled signature.