

Memorandum of Understanding

Between



Eastern University, Sri Lanka

And



Testenium
Meta Computing Platform

Testenium Limited, United Kingdom.

This Agreement is made this 01st November 2022 between **Eastern University, Sri Lanka** of Vantharumoolai, Chenkalady (30350), Sri Lanka (“EUSL”) and **Testenium Limited** of 177 Robin Hood Way, London SW15 3QG, United Kingdom (“TESTENIUM”).

The Parties (as defined below) here to are contemplating entering into a business relationship and are in the process of negotiations which may involve the exchange of confidential and/or proprietary information between them. The purpose of this Agreement is to govern the Parties (as defined below) in regard to such information.

As an express condition to each party exchanging or disclosing such information to the other party, and in consideration of the mutual promises and covenants contained herein the sufficiency of which is hereby admitted, the Parties hereto agree as follows:

1. **DEFINITIONS.** The following terms shall have the following meanings:

“EUSL” means Eastern University, Sri Lanka

“TESTENIUM” means Testenium Limited

“Disclosing Party” means the party disclosing Confidential Information.

“Receiving Party” means the party receiving Confidential Information.

“Party” or “Parties” mean each party who is a signatory hereto and includes each party’s subsidiaries, parent companies, affiliates and their respective directors, governors, officers, agents and employees.

“Confidential Information” means all information and any idea pertaining in any manner to the business of the Disclosing Party or to the business of clients or relationships of the Disclosing Party. The term includes information in any form whatever, whether tangible or intangible, written, verbal, encoded, graphic, magnetic, electronic or other, and whether or not labeled as “confidential” by the Disclosing Party. “Confidential Information” includes, without limitation, the following:

- (a) Schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs and software, source codes, object codes, algorithms, design drawings and manuals;
- (b) Information about costs, profits, markets, sales, pricing of insurance policies, funding arrangements, contracts and other business relations with third Parties or related Parties, operational procedures, analytic techniques and processes;
- (c) Plans for future development and new business plans and concepts; and
- (d) All documents, letters of intent, contract terms and conditions, banking details, pre advised payment instruments, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party.



2. **NON-DISCLOSURE OBLIGATION.**

The Receiving Party shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the Information only for the purposes of evaluating the possibility of a future collaboration, contract, or other business arrangement between the Parties. Receiving Party may disclose the Confidential Information to its agents and representatives acting on its behalf (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees (collectively, "Representatives"), without such Representatives signing a separate confidentiality agreement, provided that: (i) Representatives have a need to know the Confidential Information to assist or advise Receiving Party (and not for the Representatives' own benefit or any other purpose), and (ii) Receiving Party first advises such Representatives of the terms of this Agreement and secures their agreement to the provisions contained herein and their agreement to not further disclose or distribute the Confidential Information. The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information and the Parties agree that such measures shall be no less stringent than measures taken to protect its own proprietary and confidential information. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. Each party agrees that it will not interfere with any business of the other party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant to this Agreement. Each party's duty of confidentiality shall survive the termination of this agreement.

3. **NO OBLIGATION OF CONFIDENTIALITY.** *The obligation of confidentiality shall not apply with respect to any information if:*

- (a) It is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (b) It entered the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (c) It was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (d) It was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (e) Employees or agents of the Receiving Party developed such information independently of and without reference to the information and the Receiving Party has evidence of such independent development.



Within (10) days following either a request from the Disclosing Party or the completion of business dealings between the Parties hereto, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, and all copies of the Confidential Information in paper or any other form. The Disclosing Party may, at its sole option, request in writing that the Receiving Party destroy all copies of the Confidential Information and expunge all Confidential Information from any computer, word processor, or similar device into which it was programmed by the Receiving Party or by anyone on the Receiving Party's behalf. If the Disclosing Party makes such a request, the Receiving party will, within ten days of receipt of the request, certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

4. **TERM.** There is no limit for the duration of this agreement. The agreement can only be terminated with the agreement of both Parties. The Parties agree not to make contact with, solicit, deal with, or otherwise to be involved in any transaction(s) with regard to source, contact, trust, strategic partner and/or any other entity that the other Party introduces to or discusses with the other Party for a period of 36 months after termination of this Agreement which shall remain in full force and effect.
5. **JUDICIALLY ORDERED DISCLOSURE.** In the event the Receiving Party or anyone to whom it transmits the Confidential Information pursuant to this Agreement becomes legally compelled (by applicable rule, subpoena, court order, regulatory agency rule, law, regulation or competent judicial, governmental or other authority) to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice, with five (5) business days, so that the Disclosing Party may seek a protective order or other appropriate remedy, at the Disclosing Party's sole cost and expense. In any case, the Receiving Party or its representatives will furnish only that portion of the Confidential Information that is legally required and the Receiving Party will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information to be produced.
6. **NON-CIRCUMVENTION.** In consideration of the Disclosing Party allowing Receiving Party access to the Confidential Information, the Receiving Party agrees, for the benefit of the Disclosing Party for a period of two years after the effective date of this Agreement, that the Receiving Party and its officers, directors, shareholders, agents, employees, governors, managers, or owners, separately and individually, will not make any effort to, nor shall they circumvent the terms of this Agreement in an attempt to gain the benefits granted to it or them under the Agreement by taking any actions to gain, directly or indirectly, the benefits of the Confidential Information. This agreement includes without limitation contracting directly with any client of the other party which the Disclosing Party has identified as having access to the Confidential Information, or entering into a transaction for profit with any third party introduced to the Receiving Party by the Disclosing Party to avoid paying commissions or fees to the Disclosing Party.

7. **REMEDIES.** The Receiving Party acknowledges that any breach or threatened breach of this Agreement by it or any of its Representatives may cause irreparable injury to the Disclosing Party and remedies at law may be inadequate to protect the Disclosing Party against any such actual or threatened breach. Receiving Party agrees that the Disclosing Party will be entitled to equitable relief, including injunctive relief and specific performance, in the Disclosing Party's favor without posting bond, the need to prove actual damages and without the necessity of demonstrating that it has no adequate legal remedy. Any such equitable remedy shall not be deemed to be the sole and exclusive remedy under this Agreement but shall be in addition to all other remedies available to the Disclosing Party at law or in equity. No failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
8. **OWNERSHIP OF CONFIDENTIAL INFORMATION.** Each of the Parties hereto retains exclusive right of use, ownership and/or title to its respective Confidential Information and all copies thereof. The Receiving Party acknowledges that the Confidential Information is proprietary to or protected for the benefit of the Disclosing Party.
9. **GENERAL PROVISIONS.** This Agreement is binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing oral or written agreement between the Parties relating to generally the same subject matter and may be modified only in writing signed by the Parties. This agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and shall be governed by the laws of United Kingdom without giving effect to the conflicts of law principles thereof. This Agreement may be executed by the Parties hereto in separate counterparts, including counterparts sent via electronic mail or facsimile, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.
10. **PROGRAMMES (Degree Courses).** The Parties hereby agree to jointly develop the following degree courses and deliver to students of EUSL and to the public online.
1. BSc (Hons) in Meta-computing (4 Years)
 2. MSc in Meta-Computing (One Year)
 - MSc in Meta-Medical Informatics (One Year)
 - MSc in Meta-Encryption (One Year)
 - MSc in Meta-Big Data Analytics (One Year)
 3. Research components for PhD

11. TESTENIUM agrees to develop curriculum, exam papers and other relevant documents for the BSc and MSc programmes listed above with the help of CICT department of the Eastern University, Sri Lanka once this agreement is signed by both Parties.
12. During the delivery of the programmes for the first cohort, TESTENIUM will train the nominated staff of CICT of EUSL and will continuously support EUSL for the delivery of the above programmes. In this case, the respective staff must sign a Non-Disclosure Agreement (NDA) with the EUSL and TESTENIUM.
13. TESTENIUM will provide students and staff of EUSL with access to TESTENIUM META-COMPUTING PLATFORM for the practical purposes during the period of the study of the above programmes.
14. TESTENIUM will assist in setting up a “**Meta-computing Research Lab**” in Eastern University, Sri Lanka. Researchers who will be undergoing research in Meta-computing and related topics from the EUSL will also be given access to the TESTENIUM META-COMPUTING PLATFORM by TESTENIUM.
15. **INTELLECTUAL PROPERTY (IP).** The intellectual property of the programmes developed will be owned by both EUSL and TESTENIUM.
16. **COURSE FEES.** Course fee for every programme must be set at international rate (E.g. £12,000 for MSc, £9,000 for BSc per Year). However, there will be no course fee for EUSL internal students. Course fee for External Students from Sri Lanka and other neighboring countries can be discounted by way of offering scholarship (E.g. 60% scholarship). (In this case, both Parties have to jointly decide the countries and the discount percentage)
17. **MARKETING.** TESTENIUM will use its existing resources, website and connections on LinkedIn, Facebook, and Twitter etc. to promote the programmes worldwide and collect course fees in GBP (£). TESTENIUM will pay 50% of the fees collected to EUSL within 7 days of the commencement of every course. EUSL can also market the programmes and enroll students from Sri Lanka and from neighboring countries and collect course fee in LKR (Rs). EUSL will pay 50% of the fees collected to TESTENIUM within 7 days of the commencement of every course.
18. Both Parties agree that logos of both Parties can be used in every marketing material and the websites without any misleading terms in the material and website. The wording of every marketing text must be agreed by both Parties.
19. **REFUND POLICY.** There will be no refund of the course fee to students once the programme started. A refund will be given only in an exceptional circumstance or an unavoidable circumstance like death. In this case, the respective student’s course fee must be refunded both Parties.
20. **QUALITY ASSURANCE.** Both Parties must meet at least once a year to review the procedures, documents and the delivery of the programs to maintain highest standards of all the above programmes.

21. **ASSESSMENT AND EXAMINATION:** Continuous assessment will be carried out by way of online tutorials. Examination will be conducted for every programme. EUSL students will attend in-house examination as in practice at present. All the external students will be given online assessment and projects. TESTENIUM prepare the tutorials and exam papers for the first cohort and will assist staff from EUSL afterwards.
22. **CERTIFICATION AND AWARDS.** Upon completion of the above courses, EUSL will grant a respective degree to every successful student and send a hard copy of the certificate by post to the home address of the student. The Certificate will show logos of both Parties and be signed by both Parties' signatory.
23. **LAW.**

This agreement is governed by the Law of the United Kingdom.

This Memorandum of Understanding was signed at the Eastern University, Sri Lanka, Vantharumoolai, Chenkalady, Batticaloa on 01st November 2022.

Company: EASTERN UNIVERSITY, SRI LANKA

Company: TESTENIUM LIMITED, UK

Signed: _____

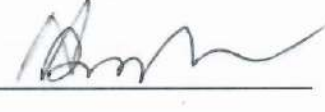


Vice Chancellor
Eastern University, Sri Lanka

Name: Prof. V. Kanagasingam

Title: Vice Chancellor
Eastern University, Sri Lanka

Signed: _____



Name: Dr. Arasaratnam Arasilango

Title: Director / CEO
Testenium Limited, UK.

Witness:

Signed: _____



Name: Mr. A. Pahirathan

Registrar
Eastern University, Sri Lanka.

Signed: _____



Name: Mr R. Sakuntharaj

Director
Centre for Information &
Communication Technology,
Eastern University, Sri Lanka.