

MOU/Expression of Interest

1. This Memorandum of Understanding is being executed on **6th February 2019** between **M/s ATS InfoTech Pvt.Ltd, Microsoft–AEP (Authorized Education Partner)** having its registered office at L-107, Lajpat Nagar-II, NewDelhi-110024 and represented by **Mr. Sandeep Giyyan Jjethani (Director Operations)**, hence for purpose of MOU known as '**Delivery Partner**' and **K S Institute of Technology ,Bengaluru** represented by **Dr.T.V.Govinda Raju (Principal Director)**, hence for purpose of MOU known as '**Resource Partner**'.
2. Delivery Partner would be offering International Certifications to the interested students from different vendors@ academic discounted price and those students who voluntarily pay the exam fees would be getting bundled training free of cost mapped to the certifications.
3. This MOU in no way creates any financial binding nor does it imply that 'resource partner' has committed to provide any fixed number of student's registrations per year for the certification exams /bundled workshops, the only commitment from their end is to provide platform to address students / seminar to educate and motivate them about the various certifications and subsequent permission for registering the students who are **voluntarily interested** for the same.
4. 1st 50 students of each department will be getting exam insurance under which if the student fails, he/she would have to just pay a nominal cost towards the 2nd attempt and for exam proctoring instead of paying the entire amount again.
5. Delivery Partner would bundle a '**free of charge**' faculty development Program once a year for the faculty members of the **resource partner**.
6. Delivery Partner would also **sponsor certification vouchers for faculty members** equivalent to 10% of the total students enrolled in academic year.
7. Delivery partner would also be bundling free subscription access for '**mentorbuddy.com**' for **assessment and post assessment support** mapped for both university curriculum and for aptitude test prep.
8. Students would be registering directly for the certification exam by making payment with M/s ATS Infotech Pvt Ltd or to SPOC appointed by the resource partner, either online or offline by chq/cash/DD, proper receipts would be issued for the same. In case if the **resource partner** collects the payments, the same would have to be transferred to **delivery partner** max within 7 days, as exam vouchers can only be registered once payment is made. Students would be receiving a conformation mail of their voucher being booked and entitlement to free training/workshop, once they register either online or offline.
9. The fee charged is against Microsoft /other vendor Certification exam and all other services like training are complimentary / bundled free and cannot be linked anywhere with the release of payment to **delivery partner** (in case if the certification fees is collected by **resource partner**).
10. Student would be receiving their **transcript and certificates** for the exam directly in their

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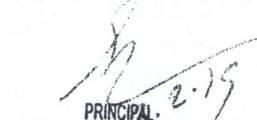
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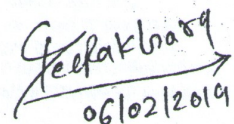
account in e-format, from the specific vendor like Microsoft /Oracle/Certiport etc. post successfully clearing the exam.

11. Resource Partner would be Provided **15% of the total number of students enrolled as 'Resource Utilization Fees'** against use of infrastructure and other resources for the bundled free training.
12. Resource Partner would provide necessary infrastructure within college, like lab's with Computers, LCD Projector's, internet etc. for the execution of the **free training** and conducting the **Certification Exam**.
13. Resource partner would allocate time slot either on weekends/holidays /regular slot for a min of 6-8 hrs. or as per mutual consent with delivery partner for execution of FREE training in their campus.
14. The duration of the training may increase as per the level of participants and shall not be linked with the release of payments.
15. The tenure of the MOU would be for a period of three years i.e. from **06/02/2019 to 05/02/2022**, same cannot be terminated before a period of one year from the date of signing of the MOU.
16. Prices of the certification are subject to yearly review and revision as per the policy of the Certification vendor and other state and govt taxes as and when applicable by the Govt of India. However, a proper communication would be provided, whenever there is impact on the same.
17. "**Resource Partner**" cannot hire or take services from any current full time /part time, ex- employee of the Delivery Partner either directly or indirectly for any full time or part time assignment for a minimum period of one year from the date of expiry of MOU.
18. "**Resource Partner**" must follow from time to time rules/regulation & operational protocols laid down by Microsoft/Certiport other international vendors for their respective certification.
19. The clause is intended to be legally binding and the parties agree and acknowledge that both the terms of MOU and the discussion relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party.
20. **Resource Partner** would issue a letter of completion upon successful completion of the certification and bundled training program.
21. In case of any dispute ,or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this MOU or the validity or the breach there of shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance there of shall be binding on the parties, however the court of jurisdiction would be Bengaluru.
22. Minimum batch size to run a free training/workshop bundled with Certification will be 50 students how ever in case the numbers are different, decision on the same would be as per mutual consent.


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06/02/2019



For

K S Institute of Technology

13-2-19
Dr.T.V. Govinda Raju
(Principal Director)
K.S. INSTITUTE OF TECHNOLOGY
BENGALURU - 560 109

Authorized Signatory

Date: 13-2-19



Witness

Signature

B. Sub
(Dr. B. Sundareshan)

Date: 13-2-19

For

ATS Infotech Private. Limited.

Deepak Garg

Mr. Deepak Rajkumar Garg
(Business Development Manager)

Authorized Signatory

Date: 06/02/2019

Witness

Signature

[Signature] [KUNAR.]

Date: 18-02-19

23. Cost of certification Exam bundled with free workshop.

| Sr no | Certification mapped free Workshop | Certification Exam Cost with one Attempt | College Share 'RUF' | Program Duration |
|-------|--|--|----------------------|------------------|
| 1 | Cross Platform Mobile App. Dev Mapped to Microsoft MTA exam 98-735 | 2880 + 18% GST | 15% of the exam fees | 30 hrs |
| 2 | Cyber and Mobile Security Mapped to Microsoft MTA exam 98-367 | 2880 + 18% GST | 15% of the exam fees | 30 hrs |
| 3 | IOT Mapped to Microsoft MTA exam 98-361 | 2880+ 18% GST | 15% of the exam fees | 30 hrs |
| 4 | Robotics Mapped to Microsoft MTA exam 98-361 | 2880+ 18% GST | 15% of the exam fees | 30 hrs |
| 5 | Big Data Mapped to Microsoft MTA exam 98-364 | 2880 + 18% GST | 15% of the exam fees | 30 hrs |
| 6 | Revit Architecture Mapped to Autodesk Certification | 2880 + 18% GST | 15% of the exam fees | 30 hrs |

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