

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is made and executed at Jamnagar, on ___ day of _____ 2009.

BETWEEN

M/s DEVESH Education & Academic, a company having its registered office at “Shree Vallabh”, Opp. Mandavi Tower, Nr. Central Bank of India, Jamnagar – 361 001 State of Gujarat, India (hereinafter called the “**DEVESH Education**” (Franchiser) which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assignees)

AND

_____. a company registered under _____, through its _____ (Proprietor/Partner) having its registered office at _____ (hereinafter called the “**Party B**” (Franchisee) which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assignees) .

(Each of **DEVESH Education** and Party B shall be individually referred to as “Party” and collectively as “Parties” in this MoU.)

AND WHEREAS DEVESH Education & Academic – Jamnagar is a Channel Partner for Mass Education program in the state of Gujarat for ETH Limited.

WHEREAS ETH is in the business of using Information and Communication Technologies (ICT) in extending education to large numbers and has developed a software, content and services for spreading computer literacy and functional literacy programs for masses, solutions for schools, colleges and universities for transforming conventional education system with the help of ICT.

AND WHEREAS Party B is _____

AND WHEREAS Party B has strong presence in _____ City and is interested in representing solutions and products of ETH through DEVESH Education & Academic in Gujarat

AND WHEREAS both the Parties hereto have the intention to co-operate in offering products and services developed by ETH, in the field of education and software services and are desirous of establishing mutually fulfilling and most effective co-operation between them.

1. **Joint Committee:**

- I. There shall be established a Joint Committee comprising of the following persons, viz: -
1. Mr. Nitin Varia, of **DEVESH Education & Academic** as Director of the Joint Committee.
 2. Mr. _____, Proprietor/Partner,

2. **ROLE AND RESPONSIBILITY: -**

The Roles and Responsibilities of M/s. DEVESH Education & Academic through ETH in relation to the Proposed Transaction: -

- A. To develop the technical and business models of implementation and sharing the experience for successful implementation.
- B. To develop the Products, Programs and Solutions in the domain of Education, Telecom, ERP and Finance
- C. Design, Development of Mass Personalized Education Programs and Implementation Guidelines
- D. Technical support
- E. ETH is involved in development of various software products and services in the fields of education, ERP, telecom and finance domain.
- F. ETH is involved in development of various programs, establishing and managing network of learning centers and development of software portals for administering the entire programs on Web.
- G. Programs developed by ETH cater to Computer Literacy, Functional Literacy, Professional Education, and Advanced Education for masses.

3. **The Roles and Responsibilities of Party B in relation to the Proposed Transaction:-**

- (A) The Franchisee being desirous of establishing a centre for providing training in information technology in the courses conducted by the Franchiser, and in order to enable the Franchisee to train and educate persons intending to appear in the examinations of the Franchiser. The Franchisee has requested the Franchiser to grant a Franchise to the Franchisee in respect to his training centre and the Franchiser has accorded his willingness to grant Franchise to the Franchisee in the territory hereinafter mentioned to the training centre of the Franchisee (hereinafter referred to as the "Franchise's Centre") for providing education or training to the persons in the Franchiser's training programme to enable persons to appear in the Franchiser's examinations in information technology upon certain broad principles;

- (B) The Franchisee has also requested the Franchiser to give one of the centre at _____ **Taluka / City** to the Franchisee for the use of the technical know-how, expertise, knowledge and copyrights above referred to, required in the training in information technology for conducting training courses in its training centre and the Franchiser has expressed its willingness to give one of the a Franchisee Centre at _____ **Taluka / City** to the Franchisee at a fee hereinafter mentioned for use thereof in the territory hereinafter mentioned, for providing training at the training centre of the Franchisee to the persons in the Franchiser's training programme.
- (C) The Franchisee has also requested the Franchiser to provide the Training Resources material above referred to, required in training and for conduct of the training centre of the Franchisee and the Franchiser has expressed its willingness to supply the same at a free of cost i.e. Student Kits which contains Books and CDs supplied by ETH, Pune only hereinafter mentioned.
- (D) It is agreed between the parties that though this agreement is entered into on _____ of _____ **2009** the Franchise Centre at _____ **Taluka / City** and all the terms and conditions including the rights and liabilities contained in this agreement shall be deemed to have come in effect from the date of signing of the Franchise Agreement.
- (E) The parties now, being desirous of bringing their arrangements in writing, have entered into this agreement in the manner hereinafter appearing.
- (F) The use of trade names, Logos, technical know-how, training resources material, advertise such association or invite applications for admission to any course conducted by it, not to print any stationary including invoices, receipts, brochures, handbills, inserts which has any information related to association or course and / or any promotional material, all the above mentioned rights would be provided only after prior permission in writing by the Franchiser under the intimation received from the ETH, Pune, after the execution of the final agreement. If not followed then shall be considered as breach of terms of this MOU and this MOU would be liable for termination by the franchiser upon such act by the franchisee.
- (G) In consideration of the Franchiser agreeing to give centre at _____ **Taluka / City** Only during the term to the Franchisee for the use of the technical Know-how, trade marks, trade names, service marks and logos of the Franchiser in relation to its business of computer education and the association of the Franchisee with the reputation and goodwill of the

Franchiser and the Franchisee agrees to pay a non refundable amount of Rs. _____/-

(In Word... _____ Only for _____
the city/district for the Courses mention in Appendix A)

Courses under this Program (Appendix A)

- ✓ Computer Literacy Program (COMPLIT)
- ✓ Certificate in Financial Accounting
- ✓ Certificate in Desk Top Publishing
- ✓ Certificate in Hardware Networking
- ✓ Certificate in Web Designing

Course Name	Computer Basic	Finance A/c	DTP	Web Design	H/W & N/W
Course Fees	2280	3180	3180	4180	5180
Franchisee Profit (70%)*	1596	2226	2226	2926	3626
Royalty	684	954	954	1254	1554

✓ Student Fees will have examination fees, Study Kits Fees and Tuition Fees

*** Franchisee profit 70% applicable only if each center will give royalty amount for minimum 10 student i.e. Rs.6840/- along with registration fees.**

***If the above conditions is not accepted by the center then the royalty amount would be 60% instead of 70%.**

4. PAYMENT

All the above Royalties fees paid towards M/s. Devesh Education & Academic should be paid in favor of M/s. Devesh Education & Academic, at Jamnagar only by A/c. pay Cheque/Draft only. The payment must be made within a week from the collection from the student or in the first week of the month which ever is earlier.

- (A) Non-deposit of such amount in the designated Bank account/or by cheque/draft shall be construed as a breach of this MOU. Any amount paid under this MOU or the Agreement for the **franchisee fees is Non-Refundable.**
- (B) The total period of this Agreement is 1 (One) year after completion of one year franchisee needs to renew the project the same will be renewed on mutual understanding for next two years without paying registration fees after the satisfaction by the Franchiser in all respect.
- (C) Any legal proceedings or disputes are subject to Jamnagar Jurisdiction only.

5. INTELLECTUAL PROPERTY: -

It is hereby agreed by & between the Parties hereto that they shall allow to use their respective names and logos in the material related to the course. It is also agreed by and between the Parties that they will not damage, infringe tamper, misuse, and misappropriate any of the intellectual properties of each other. If any damage, infringement, tampering, misuse, misappropriation is caused by any Party, the said Party shall indemnify and keep indemnified the other Party from the loss, damages caused due to damage, infringement, tampering, misuse, misappropriation of any of the intellectual property. Both the Parties can use the names and logos of each other with mutual prior consent in writing. For removal of doubts, the mere consent for usage of names and logos would not create any proprietary interest in the user and all intellectual rights, whether or not registered in the relevant jurisdiction, in the Products shall always vest in ETH.

PARTY B shall not copy or replicate the Products or manual provided by ETH in any form or media without the prior written approval of ETH

6. Non Solicitation

Each Party will not solicit and offer career opportunities to either of the team members in their respective organizations during the period of this MoU and also for next 6 months of the cessation of this MoU.

7. EFFECTIVE DATE: -

This MoU shall be exclusively binding on the Parties and shall become effective from the date of signing of this MOU.

8. TERMINATION: -

A. The MoU shall stand terminated on the expiry of the duration agreed hereinabove if not extended further.

B. It is hereby agreed by & between the Parties hereto that the MOU can be terminated in case of non –compliance of terms and condition hereinabove mentioned or of norms of quality and quantity by either Party.

9. SETUP SUPPORT

- At the time of launching of the centre, DEVESH Education & Academic will provide the material as per list **attached** here with at no cost for the city centre only.

10. AMENDMENT: -

No amendment to this MoU shall be valid unless the same is made in writing jointly by both the parties or their authorised representatives and specifically stating the same to be an amendment to this MoU.

11. ARBITRATION: -

In event of any dispute between the Parties hereto, then such dispute shall be resolved amicably by mutual consultation failing which through arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended and in force. The venue of such arbitration proceedings shall be at Jamnagar, India and language shall be English.

The Location of the center is at: _____ (City/District)

AND WHEREAS both the parties hereto have the intention to co-operate in offering products and services developed by ETH. (**Authorized Gujarat Channel Partner : M/s. Devesh Education & Academic in the field of IT Education**)

Signed, Sealed and Delivered by

Within named **M/s. DEVESH Education & Academic:**

Through it's Director **Mr. Nitin Varia**
Signed, Sealed and Delivered by

Within named Second Party: **M/s. _____ (Party-B)**

Signed, Sealed and Delivered by

Through it's Proprietor/Partner, _____

In the presence of

1) Name: _____

2) Name: _____

Address: _____

Address: _____

Date: _____

Place: _____

SETUP SUPPORT

- At the time of launching of the centre, DEVESH Education & Academic will provide following material at no cost.

(As a part of the marketing and advertisement support, we are going to provide you the following materials at the time of inauguration.)

Sr.No.	Particulars	Quantity
1	Sign Board (Maximum Amount) – Rs. 3000	1
2	Visiting Card	1000
3	Center certificate	1
4	Leaflet (Gujarati and English)	2000
5	Student Inquiry form	50
6	Student course Broachers	25
7	Big Posters	1 set
8	Big Umbrella	1
9	T-Shirts	2
10	Small Banners for auto rickshaw	15
11	Student certificate	1
12	Syllabus Manual	1
13	ETH Education Danglers	30
14	Executive Bag	1
15	Design CD-TV AD-Poster & Others	1