

MEMORANDUM OF UNDERSTANDING (MoU)

Between

**All India Council for Technical
Education, New Delhi**

And

**Samvaad InfoTech Pvt. Ltd.
Hyderabad**

09th November, 2020

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made between the parties referred below, on this day 09th November, 2020, herein after referred as "Effective Date",

All India Council for Technical Education referred hereinafter as **AICTE** or Party 1, an Apex Advisory Body to promote the development of technical education in the country in a coordinated and integrated manner, with its Office Head Quarters Located at the Address at Nelson Mandela Marg Vasant Kunj, New Delhi-110070

And

Samvaad InfoTech Pvt Ltd (hereinafter referred to as "SIPL" or "Party 2", Represented by its MD & CEO, is a fast-growing organization in the space of technology-enabled services and solutions. Providing Quality solutions in Education Services having its office at #1-8-448, Lakshmi Building, 5th & 6th Floors, Begumpet, Hyderabad, Telangana. India, PIN 500 003.

Whereas,

1. **AICTE** and **SIPL** will be referred individually as party and jointly as Parties
2. **Samvaad LMS**: Samvaad LMS is the Learning Management solution developed by SIPL, referred as "LMS" throughout this Document, is a state-of-the-art learning management solution, which provides below Features to the users
 - a. Virtual Class Rooms for ILT (Instructor Led Training) or Streaming the Pre-recorded sessions (Self-paced Learning)
 - b. Course Content Management
 - c. Performance evaluation including assessment, grading and certification
 - d. Student Life Cycle management covering the features from Student onboarding at the time of admissions till Student is graduated and leaving the Institution
 - e. Placement & Mentoring features
 - f. Alumni management to retain the student relationship with the institution after graduation
3. **Samvaad**: is an Audio / Video Conferencing Solution with the advanced Features of Multi Party A/V conferencing, Selective Screen sharing, Recording.
4. Samvaad InfoTech Pvt Ltd, a ICT Solutions & Services Organization providing high-Quality ICT Services to Commercial, Educational, Central and State Governments, UN affiliate organizations, large philanthropic organizations, corporates and NGO's etc. Will provide a Learning Management Solution branded as "Samvaad LMS", using this technology platform Students or Trainee can connect with a Teacher or Trainer for conducting of Training session
5. **End customer or Customer**: is defined as the person or business entity who enters into an agreement with SIPL for the services of Samvaad LMS. This definition includes Schools, Colleges, Training Institutes, Universities and any other Business associate who will be securing the Services of Samvaad LMS as per the mutually agreed terms
6. **Objective of the MOU**

Through this MOU the parties agreed to collaborate for expanding the Samvaad LMS and Samvaad solution usages to the AICTE Approved Educational institutions, where the Party 1

introduces Such Institutions to the services of Samvaad LMS through a Contract sign-up between SIPL and Institutions as per mutually agreed terms.

7. Scope & Services of MoU

The scope of Services provides under this MoU is limited to the provision of Services of Samvaad and Samvaad Service in a Non Commercial model.

8. Roles and responsibilities of Parties are as below:

a. SIPL Responsibilities

- i. SIPL will provide the Samvaad and Samvaad LMS Application services to the AICTE at a Free of Cost usage for the licenses, while hosting will be done at AICTE on premise data center
- ii. SIPL will provide the Samvaad and Samvaad LMS Application services to all the Institutions introduced or facilitated by Party 1
- iii. Application Maintenance and Support for Samvaad LMS
- iv. Any Pre-Sales Support required for Party 1 for Business introductions to affiliated Institutions of Samvaad LMS

b. AICTE's Responsibilities will be:

- i. **Product Promotion & Usage:** AICTE to Host the solution on their Infrastructure and use the solution for their official usage.
- ii. **Samvaad Usage Promotion Affiliated Educational Institutions:**
 - a. Expansion of Samvaad LMS and Samvaad Business by Introduction, Facilitation of Contract Sign-up with the Educational institutions under the purview of the AICTE.

9. Exclusivity of Agreement

- i. SIPL enters into this Non Exclusive MOU with Party 1.

10. Indemnification

- i. Both the parties mutually Indemnify the other party for Services Provided, could not be provided, Professional and technical lapses of other party for any Direct or indirect or Consequential loss or damage.

11. Duration of the MoU

This MOU shall be valid from the Effective Date and shall remain in force for 1 (One) year from the Effective date, unless terminated earlier by either Party as provided herein below. This may be extended by mutual agreement on year to year basis.

Either party may terminate this MOU by giving thirty (30) days' notice to the other party. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.

12. Changes/ Modification in MoU

- i. The terms of this MoU may be modified/amended at any time subject to the mutual written agreement. Such modifications/changes shall be effective from the date on which both the parties execute them in writing.
- ii. The MoU may be terminated by either party by giving 8 weeks of written notice. In the event of termination, SIPL and AICTE shall ensure that the interest of Users under this MoU is safeguarded to the extent possible.

13. Dispute resolution

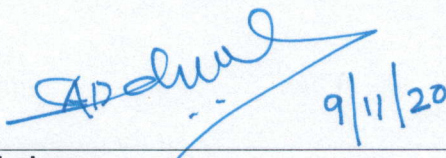
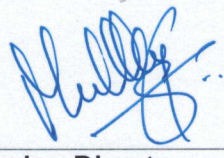
The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions amicably. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time and in force at the time when the proposal is made). The venue of Arbitration shall be New Delhi. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this MOU.

14. MISCELLANEOUS

- i. If any provision of this MOU is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as to achieve the intentions of the Parties failing which the offending provisions shall be severed from this MOU without affecting the remaining thereof which shall continue to remain in full force and effect and binding on the Parties.
- ii. Neither party shall be liable by reason of failure or delay in the performance of its obligation under this MOU if such failure or delay is caused by acts of God, Strikes, lockouts, war and any other natural calamities
- iii. This MOU supersedes all prior understanding, if any, between the parties covering the subject hereof
- iv. No amendment to the MOU shall be valid unless executed in writing and signed by both parties

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first above written Signed on the day of 12th OCT 2020

For and behalf of,

	
Chairman All India Council for Technical Education New Delhi Date :	Managing Director Samvaad Infotech Private Limited Hyderabad Date :