



ATS Learning
Solutions

MoU/ Expression of Interest

1. This Memorandum of Understanding is being executed on 1st Feb 2018 between **M/s ATS InfoTech Pvt.Ltd. A Microsoft-AEP (Authorized Education Partner)** having its registered office at L-107, Lajpat Nagar-II, New Delhi -110024 and represented by Mr. **Sandeep Giyyan JJethani (Director Operations)** hence for purpose of MOU known as '**Delivery Partner**' and **Janki Devi Memorial College (University of Delhi)** represented by **Dr. Swati Pal (Principal)**, 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 contract 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 in the same.
4. As part of the special offering all exam vouchers provided to the students for certifications would have a **second attempt bundled free** in case the student fails to clear the same in first attempt.
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. Students would be registering directly for the certification exam by making payment to the SPOC appointed by the **resource partner** or with M/s ATS Infotech Pvt Ltd. either online or offline by chq/cash/DD.Proper receipts would be issued for the same. In case if only 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.
8. 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** (incase if the certification fees is collected by **resource partner**).
9. Student would be receiving their **transcript and certificates** for the exam directly in their account in e-format, from the specific vendor like Microsoft /Oracle/Certiport etc. post successfully clearing the exam.
10. Resource Partner would be Provided **15% 'Resource Utilization Fees'** against use of infrastructure and other resources for the bundled free training. The Resource Utilization fees will be paid on basic fee excluding the taxes.

11. Resource Partner would provide necessary infrastructure within college, like labs with Computers, LCD Projector's, internet etc. for the execution of the **free training** and conducting the **Certification Exam**.
12. Resource partner would allocate time slot either on weekends/holidays /regular slot for min 6-8hrs or as per mutual consent with delivery partner for execution of FREE training in their campus.
13. The duration of the training may increase as per the level of participants and shall not be linked with the release of payments.
14. The tenure of the contract would be for a period of three years, renewed after every one year, i.e. from **29th Jan 2018 to 28th Jan 2021**, **same** cannot be terminated before minimum period of one year from the date of signing of the MOU.
15. 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.
16. "**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 fulltime or part time assignment for minimum period of one year from the date of expiry of contract.
17. "**Resource Partner**" must follow from time to time rules/regulation & operational protocols laid down by Microsoft/Certiport other international vendors for their respective certification.
18. 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 contract 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 thereof shall be binding on the parties "however the court of jurisdiction would be New Delhi.
19. This **clause** is intended to be legally binding and the parties agree and acknowledge that both the terms of this **MOU** and the discussions 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. Minimum batch size to run a free training/workshop bundled with Certification will be 50 students however in case the numbers are very less than the decision on the same would be as per mutual consent.
22. *Delivery partner would also be bundling free 6 month subscription access for 'mentorrally.com' for assessment and post assessment support mapped for both university curriculum and for aptitude test prep.*

23. Cost of certification Exam after discount bundled with free workshop

Sr. No	Certification mapped free Workshop	Certification Exam Cost with two Attempts after discount	College Share 'RUF'	Reg Amount	Balance Fees	Program Duration
1	Cross Platform Mobile App. Dev Mapped to Microsoft MTA exam 98-735	2890+ 18% GST (3410) Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
2	IOT Mapped to Microsoft MTA exam 98-361	2890+ 18% GST (3410) Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
3	Digital Marketing Mapped to Google Certification Exam	2890+ 18% GST (3410) Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
4	Cloud Computing Mapped to Microsoft MTA Exam	2890+ 18% GST (i.e. 3410) Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
5	Big data Mapped to Microsoft MTA Exam 98-364	2890+ 18% GST (i.e. 3410) Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
6	Business Analytic Mapped to Microsoft MOS Exam	2890+ 18% GST (i.e. 3410) Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs

7	Advance Excel Mapped to Microsoft MOS Exam	2890+ 18% GST (I.e. 3410) Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
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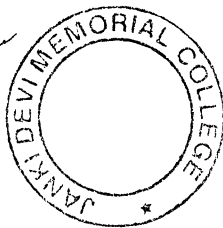
For Resource Partner

Dr. *Owas Pal*

(Principal)

Authorized Signatory

Date: 13/2/18



Witness *Vikas Jorwal*

Signature

Date:

[Signature]
13 - Feb - 2018

For ATS Infotech Pvt. Ltd.

Mr. *[Signature]*

Authorized Signatory

Date: 13/02/2018



Witness *Shashi Kumar*

Signature

Date:

[Signature]
13/02/2018