MEMORANDUM OF UNDERSTANDING (MoU)

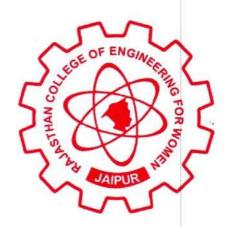
Between

CodeTantra Tech Solutions Pvt. Ltd.



And

Rajasthan College of Engineering for Women



C DETANTRA Tech Solutions Pvt. Ltd

This Memorandum of Understanding (MoU) is made this 21st day of May 2017.

BETWEEN

Rajasthan College of Engineering for Women having its campus in Jaipur, Rajasthan.

and

CodeTantra Tech Solutions Pvt Ltd having its office at Kukatpally, Hyderabad,

1.0 BACKGROUND

CodeTantra Tech Solutions Pvt Ltd (herein referred to as "CT") is a company based in Hyderabad, India which develops interactive learning software solutions, which enable engineering students across the globe to learn and master the latest IT technologies. CodeTantra has developed an award winning i-Learning system (interactive learning) platform which is cloud-hosted and accessible from any internet enabled PC.

Rajasthan College of Engineering for Women (Jaipur, Rajasthan) (herein referred to as "RCEW") has been established with the vision of becoming one of the world's leading engineering institutes in both educational and research and achieve greater recognition for our efforts in our chosen fields of endeavour. The college will build on its traditions of innovation, problem solving, and interdisciplinary collaboration to meet the changing needs of the society.

PURPOSE & SCOPE

The purpose of this MoU is to collaborate in building a critical mass of software programmers in **RCEW** through "disruptive and innovative" Interactive Teaching platform that results in programmers who can create jobs and be "employment ready" for the IT industry. This programme will be implemented in a manner that both parties will work together to attain the expected end results from this collaboration.

CT shall provide its Interactive Teaching platform to the faculty and students belonging to all of branches in RCEW campus as identified by the college management.

RCEW is allowed to use CodeTantra's logo and name to promote the learning courses made available to its students in the campus and also on its website, similarly CodeTantra will also be allowed to use the logo of **RCEW** on its website and other material purely for advertising purpose.

Both parties shall NOT make any financial commitment on behalf of each other, nor shall take loans or create any other financial liabilities which is binding on each other under this agreement.

2.0 CT RESPONSIBILITIES UNDER THIS MoU

- 3.1 CT shall undertake the following activities:
 - 3.1.1 Maintain the availability / uptime of the cloud-based teaching/learning platform.
 - 3.1.2 Provide norms and guidelines wherever necessary
 - 3.1.3 Train the personnel from RCEW and enable them to handle the on-ground situation at the college.

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3.1.4 Shall ensure through proper co-ordination and consultation that all the Trainings provided ensure quality.

3.0 RCEW RESPONSIBILITIES UNDER THIS MOU

- 4.1 On its part the RCEW shall undertake the following activities:
 - 4.1.1 Shall be the technical partner to implement the solution in the college.
 - 4.1.2 Shall keep CT informed about the local requirements.
 - 4.1.3 Shall provide the required minimum infrastructural facilities like computer lab with internet access to its students for learning courses.

5.0 INTELLECTUAL PROPERTY

CT will hold all the rights of their interactive teaching/learning cloud platform and owns all the content on the platform. RCEW can anyhow suggest content changes based on the local requirements.

6.0 AMENDMENT AND MUTUALLY UNDERSTOOD BETWEEN THE PARTIES

This is a MoU that guides the relationship between the two parties towards solving the challenges of digital e-Learning training in **RCEW** to have effect, any modification on aspects of this MoU will be by the written consent of both parties. Agreed upon projects/programmes will be agreed upon separately and form part of this MoU as annexes. Activities will be drawn up accordingly, which will include additional responsibilities and timelines.

7.0 PERIOD OF VALIDITY

This agreement shall be initially valid for three year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

8.0 PRICING

Pricing will be decided on mutually agreed terms between **CodeTantra** and the **RCEW** depending on the number of students, courses and validity.

9.0 EFFECTIVE DATE AND SIGNATURE

This MoU shall be effective upon signatures of both CT and RCEW officials.

10.0 TERMINATION OF THE MoU

Termination of this MoU will be by mutual consent and in writing to either party.

11.0 NOTICES

Any notice given in terms of the MoU shall be in writing and shall either be delivered by dispatch, fax or registered post through the following addresses:

The Parties indicate acceptance of this MoU by their signatures.

Signed by the Parties on 21st day of May 2017.

For CodeTantra	For Rajasthan College of Engineering for Women
TSV Ramana CEO HYDERABAD	Mr.Arihant Khicha Rajasthan College of Engineering for Women Director Ghanter is, Aimer Road
-500072. SS INDIA. B	delpur-202025 Page 3 of 3