

महाराष्ट्र MAHARASHTRA

2019

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९६
10 MAY 2019
सक्षम अधिकारी

Memorandum of Understanding

This Memorandum of Understanding is signed on this 17th Day of May, 2019 at Mumbai, India

By and between:

Jetking Infotrain Limited a body corporate duly incorporated under the Companies Act, 1956 and having its registered office at 501, 5th Floor, Amore Building, Crossing of 2nd and 4th Road, Khar (West), Mumbai – 400 052, India (hereafter referred to as “**Jetking**” which expression, unless repugnant to the text or context thereof shall include its successors, Affiliates and permitted assigns) of the First Part:

AND

The Institution of Electronics and Telecommunication Engineers, a company duly established under the laws of India, having its principal office of business at No.2, Institutional Area, Lodhi Road, New Delhi - 110003 (hereafter, referred to as “**IETE**” which expression, unless repugnant to the text or context thereof shall include its successors and permitted assigns) of the Second Part:

Carry

KG

And hereby decided that both parties would adhere to the following responsibility charter of listed below:

Section-1.0: MOU Signatories:

The signatories of the MOU will be Jetking and IETE (The Institution of Electronics & Telecommunication Engineers) and will also cover ISF (The IETE Student's Forum), an IETE initiative

Section-2.0: Objective:

To enhance, enable and foster employability through skill development by Jetking for the students of IETE and ISF students in the IETE Learning centres, on a pan India level

Section-3.0: Engagement:

The engagement mode will be in the Institutional Connect model of Jetking and executed through Jetking.

The engagement will be covering only the operational centres of IETE, where students are already undergoing training currently. These centres will be designated as Jetking Institutional Learning centres

IETE will need to submit the List of their active and operational centres to Jetking and which ones they want to deploy in what time frame.

Section-4.0: Duration of Engagement:

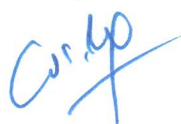
This MOU will be valid for a period of 60 months from the date of signing. Once the initial period of 60 months is over, the MOU will be extended for a further period of 36 months, with suitable changes (as per applicability)

If for any reason, any one entity of the MOU is desirous not to continue with the engagement. The same can be done by giving advance notice of three months.

Jetking will stop all fresh/new admissions in the IETE Learning centre(s), but both entities will co-operate in the best manner and complete the entire curriculum delivery of each and every student of the Learning centre.

If for any reason, IETE is not in a position to continue the operation at the Learning centre. In this case, Jetking will transfer the students to the nearest Jetking Learning centre for completion of their training either in a company-owned centre or any other Jetking Learning centre, as per feasibility.

The decision to relocate and complete the course in the new training/learning centre will be the choice of the student. The committed fees of the student will be the fees that will be applicable and the student will pay according to the committed fees only



Section-5.0: Technical Affiliation Fees:

Jetking will charge a one-time Technical Affiliation Fees of INR.200,000+GST (As applicable) per centre to IETE where the skill development engagement will be carried out Under institutional alliance. In the project will be started in a minimum 5 centers. The name and address of the centers where the Jetking Institutional centers will be launched along with the Technical Affiliation Fees for the identified centers will be provided by IETE to Jetking no later than 24th day of May, 2019.

Section-6.0: Revenue Sharing between Jetking and IETE:

From the student fees collection per month, Jetking will remit 51% of the collection (excluding the GST component) to IETE. The same remittance will be done through Jetking and IETE joint Escrow account as per Escrow norms where Jetking share will be transferred to Jetking account and IETE share will be transferred to IETE account.

Note: TDS deductions as applicable

Section-7.0: Intellectual Property:

During the Term and exclusively for the purposes of provision of Services, **IETE** shall be permitted a limited use of Intellectual Property Rights, Technical Know-how and Marks proprietary to Jetking, and **Jetking** shall be permitted a limited use of the mark proprietary of **IETE**.

Each Party's use of the Intellectual Property Rights proprietary to the other Party as mentioned herein above, shall be solely for the purpose of publicity and the provision of Services at the Learning Centre and for use in publicity, marketing and advertising of the Services to its internal students and enrolling new students only.

Both parties will only use the marks as specified and will not use the marks in any manner likely to impair the goodwill associated with name or its Intellectual Property Rights or to otherwise be prejudicial to each other

Section-8.0: Deliverables of the MOU partners:

The following will be the responsibility charter of the MOU partners in the engagement

IETE:

- Fully-functional Lab Infrastructure (with adequate power backup, computers, LAN, Internet connectivity and networking with devices) for class conduction
- Practical/Demo Equipment as per Jetking BOQ
- Learning centre coordinator
- Enrol current and alumnus students for Jetking course



- Overhead Projector or LED/LCD TV (52/54 inches with speakers) in the lab,
- Conduct Marketing/Presentation in IETE/ISF for student acquisition
- Operational Team & Manpower Management (salary and other perks has to be paid by IETE)
- Conduct promotional activities as per norms specified by Jetking.
- Conduct Training & Curriculum Delivery as per norms specified by Jetking.
- Provide Placement assistance to students who have completed the course as per Jetking norms.
- Maintain a library of books and reference materials as specified by Jetking from time to time.

JETKING:

- Conduct Train the Trainers and complete staff interview conduction and training
- Provide Placement Assistance to the center.
- Design the Course structure
- Develop training content
- Publish course pricing structure
- Conduct Examination provide Certificates to successful students.
- Provide Learning Management Platform
- Provide ERP support
- Provide girls scholarship up-to 20% for CSR purpose

Section-9.0: Students Eligibility:

The MOU will cover the following student admissions for the skill development initiative/training delivered by Jetking:

- All students, current and alumnus of IETE & ISF are covered under the engagement. The IETE/ISF student ID-card will mandatorily be submitted as documentary proof
- If any outside student approaches the institution (IETE/ISF) for getting trained. The student will need to be admitted into IETE/ISF as a regular student, issued a valid student ID-card and then he/she becomes eligible for being admitted as a student of Jetking

Note: The IETE/ISF student-ID card scanned copy will need to be provided to Jetking to regularize the admission process

Section-10.0: Students Admission Process & Fees Payment:

The following procedure will be executed for both admissions and payment of fees.

- The student will fill-up the Jetking Enquiry form

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[Signature]

ii. Submit scanned copies of the necessary documents (IETE/ISF student ID-card; Color/BW PP photograph; Proof of permanent residence and class-XIIth mark-sheet)

iii. Submit/NEFT the course fees in the designated Jetking escrow Bank Account and provide scanned copy of the Bank deposit (with the Bank's seal and stamp)/NEFT confirmation slip with the Bank'

iv. All the three above documents (i, ii and iii) will be clubbed together into individual folders (the folder name will be student name) and emailed to Jetking HQ-. This is called the **Student Docket**

v. The student admission will be run in the ERP and the student Invoice will be generated. A copy of the student Invoice will be mailed to the student's registered e-mail ID (with CC marked to the IETE Learning Centre co-ordinator)

vi. For the monthly EMI payment, the process is the same whereby the student will either NEFT/Bank deposit and provide the scanned copy of the Deposit slip to the Learning Centre co-ordinator. This Learning Centre co-ordinator will compile and put all the scanned copies in a folder ("**MM-YYYY-Fee Deposit Receipts**") and put the details of the collection in an xls-file ("**MM-YYYY-Fee Deposit Master**") and mail to Jetking-HO.

vi. The monthly EMI will be paid by 10th Day of the month and the Co-ordinator will email the same by 12th Day of the month to Jetking-HO.

Section-11.0: Role of Learning Centre Co-ordinator:

The responsibility of the Learning centre co-ordinator with respect to the student admissions and fees (at the time of admission and on a monthly basis) will be, as follows:

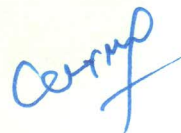
- i. Complete the **Student Docket** and e-mail to Jetking-HO.
- ii. Complete the Monthly EMI Collection detail report and e-mail to Jetking-HO by the 12th of the month
- iii. Fee Defaulter Tracking and Recovery

Section-12.0: Course Fees, Discounts, Fee Default:

i. Jetking courses will be offered to the students of IETE/ISF at a discounted price. No further discounts will be allowed to the students

ii. Course pricing will be set by Jetking and any changes to the same will only be authorised from Jetking only.

iii. In case an external student joins the course in the IETE/ISF Learning centre and is not a student of IETE/ISF, he/she will not get the benefit of the discounted course fees.



- iv. In case of fees default by a student, a fine of INR.25 (including GST) per day will be levied. In case, the student has not paid fees for 2 consecutive months, he/she will be declared as a financial dropout. No further services will be provided to him/her
- v. If a dropout student wishes to resume the course, he/she will pay a re-joining fee of INR.2500 (including GST) and any pending course fees due amount till the time of dropout
- vi. In case of the dropout student wishes to resume, then the applicable course at that point in time and the applicable fees will be in force and will be applicable to him/her
- vii. There is no provision for refund of course fees once paid by the student

Section-13.0: Courses:

- i. Courses offered will be from both technology and the allied technology domain
- ii. Duration of the courses will be between 2 months to 15 months
- iii. Courses will be offered in centres based on economic and execution feasibility
- iv. Course matrix will be separately provided, with stages of deployment after the MOU is affected and the sales pitch to the current IETE/ISF students begin in the centres
- v. Jetking reserves the right to modify the course structure/ Content to keep abreast with the technology trends and market requirements.

Section-14.0: Examination & Certification:

- i. Examination will be conducted for the students by Jetking at the end of the course and successful students will be provided with course completion certificates
- ii. The certificate will be co-branded with both the logos of Jetking and IETE

Section-15.0: Branding in the IETE Centre:

- i. IETE management will put up **Jetking facia** branding prominently on the premises, where the skill development engagement is being deployed

Section-16.0: Class conduct:

- i. Class conduct will be carried out using the Smartlab plus 3.0 methodology, which makes learning fast, fun and easier.
- ii. Only those faculties certified by Jetking will be permitted to conduct the classes.
- iii. Class conduction mode can be in either format:
 - a. 6 Days a week, or
 - b. 3 Days a week
- iv. Conduction mode will be decided by Jetking & IETE HQ, keeping in view the course execution, feasibility, payment capacity and profitability parameters



Section-17.0: Curriculum Delivery model:

- i. Curriculum delivery for the courses will require a projection system in the lab, either in the form of an Overhead Projector or an LED/LCD TV (52/54 inches with speakers) in the lab
- ii. Courseware/Books are not used and hence will not be supplied. Students will get login credentials through which they will login into the cloud server and access the content in electronic format.
- iii. Students will get LMS access and e-books for their studies

Section-18.0: Course Pricing:

- i. Course pricing will be the prerogative of Jetking.
- ii. Courses for the engagement will be suitably tailored for student learning
- iii. Special pricing will be created for the benefit of the students in the engagement. The special pricing will not be valid for any non-IETE/ISF student
- iv. Course pricing change will be done by Jetking. Formal intimation will be provided to IETE about the same. Increased course fees will be applicable to new students and not for old students, who are currently undergoing the training

Section-19.0: Placement Support:

- i. Placement Assistance will be provided to all the students who have enrolled, completed and passed the exams successfully for any course of duration 9 months or more (also called as Career course)
- ii. Students will not be eligible for placement assistance services, if he/she is disqualified on grounds of any of the following listed points:
 - a. Refusal to attend interview(s) schedule
 - b. Failing to attend interview(s)
 - c. Failing to attend and qualify the mocks
 - d. Having attendance less than 90% in the subscribed course
 - e. Failure to complete the curriculum requirements
 - f. Lack of Communication skills
 - g. Declared Course or Financial dropout /
 - h. Exhibiting indiscipline during the course conduction

Section-20.0: Force Majeure:

If either Party is rendered wholly or partial unable to perform its obligations under this MOU by reason of an event of Force Majeure, that Party shall not be obliged to perform hereunder for the duration of such event Force Majeure and to the extent so affected,



provided that:

- a. The Party claiming Force Majeure shall, within five (5) Business Days after the occurrence of such event of Force Majeure, provides to the other Party or Parties, as the case maybe, Notice of the particulars of the occurrence of such event of Force Majeure, including an estimation of its expected duration and probable impact on the performance of its obligations hereunder, and continues to furnish timely and regular reports with respect to the during such period of Force Majeure and there after till it resumed performance hereunder.
- b. The Party claiming Force Majeure shall use all reasonable efforts to continue to perform its obligations hereunder and to mitigate the effect of such event of Force Majeure expeditiously and diligently.
- c. The suspension of performance of obligations pursuant hereunder shall be of no greater scope and no longer duration than is reasonably necessitated by the event of Force Majeure;
- d. The Party claiming the effect of Force Majeure shall provide to the other Party or Parties, as the case maybe, with Notice of the cessation of the event of Force Majeure within three (3) Business Days of the cessation of such event and shall promptly there upon resume performance hereunder;
- e. The non-performance by any Party of any obligation that was required to be completed prior to the occurrence of the event of Force Majeure shall not be excused as a result of such subsequent event o Force Majeure;
- f. The occurrence of an event of Force Majeure shall not relieve any Party of its obligations to make any payment there under (1) for performance rendered prior to the occurrence of Force Majeure or (2) for partial performance here under during periods of Force Majeure;

In the event that the Parties are unable in good faith to agree that an event of Force Majeure has occurred, the Parties shall resolve their dispute in accordance with the provisions of this Agreement. The burden of proof there to shall be upon the Party claiming the event of Force Majeure.

Section-20.0: Non-Assignability:

The rights and obligations incumbent upon IETE pursuant to the provisions hereof shall not be ceded or assigned in any circumstances to any third party. The consent of IETE shall not

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be required in order for Jetking to assign the benefits of this MOU to any Jetking Affiliate for execution of student services, as deemed necessary by Jetking

Section-21.0: Non-Assignability:

IETE agrees and undertakes for the duration of the Term of this MOU, not to enter into an agreement with any other entity offering technology or any other training in the same domain(s)/course as forming the subject matter here of

Section-22.0: Staff Recruitment:

At any point during the term of the MOU or thereafter, IETE/ISF or representatives thereof shall not (a) solicit the services of; or (b) offer or agree to offer employment to, whether directly or indirectly; or (c) advise any employee of Jetking to terminate his or her contract or relationship with Jetking; or (d) advise any employee to accept any contract (directly or indirectly) or other arrangement for providing services to any person or Organisation other than Jetking.

IETE/ISF acknowledges that in the event of any employee being found in the employment of the IETE/ISF, whether directly or indirectly, the aforesaid clause shall be deemed to have been breached by the IETE.

These clauses shall survive the term and termination of this contract.

Section-23.0: Confidentiality:

IETE acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Jetking will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in this agreement and to release it only to employees requiring such information for the purpose of performing obligations described herein and not to any other party. IETE shall take suitable confidentiality undertakings from all its employees engaged to perform the Services under this agreement. IETE agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. IETE shall indemnify and hold the Jetking harmless from and against all losses and damages of any nature and kind suffered by Jetking (including legal costs and attorneys fees) as a result of any breach by IETE of the terms and covenants of the terms contained in the agreement As monetary damages may be insufficient to remedy any breach of these confidentiality obligations, Jetking shall be entitled to seek immediate equitable relief, including injunction and specific performance, as remedies for any such breach of this clause by IETE. Such remedies shall not be the exclusive remedies for any breach but shall be in addition to all other remedies

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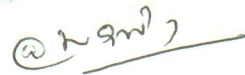
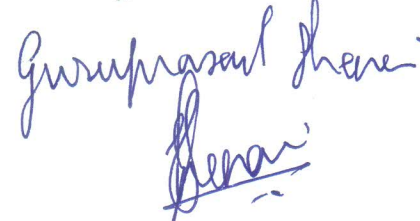
available at law or equity. These obligations shall survive the termination or expiry of this Agreement, for a period of two years.


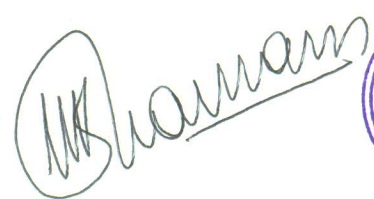
Section-24.0: Dispute & Redressal:

- i. Any dispute or misunderstanding will be amicably solved between Jetking and IETE, keeping in view the best interest of the students.
- ii. If however, the magnitude is acute. Then, the dispute will fall under the jurisdiction of the courts in Mumbai.

In Witness Whereof, the Parties have set their hands and seals hereto on the day and date first mentioned.


Witnesses

1. 
2. 



JETKING INFOTRAIN LTD

Mr. Siddharth Suresh Bharwani,
Vice President - Brand and Marketing

1. 
2. 



IETE

Prof. (Dr) K T V Reddy, President

