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MEMORENDUM OF UNDERSTANDING

BETWEEN

MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNVIERSITY, BATHINDA

AND

SEED INFOTECH LIMITED, PUNE

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Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on 20th day of December, 2016.

Between:

SEED Infotech Limited, a company registered under the Companies Act, 1956 and having its registered office at "Panchsheel", 42/16, Erandawana, Income Tax Office

Lane, Off. Karve Road, Pune 411 004 through its authorized representative Mr. Sushil Salve, HEAD SAP Training Services (Herein after called as "SEED" which expression shall, unless it is excluded by or repugnant to the context, include its successors and its permitted assigns)

And

Maharaja Ranjit Singh Punjab Technical University, having its office at Badal Road, Bhatinda, Punjab – 151 001 through its authorized representative Prof. (Dr.) Jasbir Singh Hundal, Registrar, MRSPTU (Herein after called as "MRSPTU" which expression shall, unless it is excluded by or repugnant to the context, include its successors and its permitted assigns)

SEED and MRSPTU are hereinafter individually referred to as "Party" and collectively as "Parties."

WHEREAS SEED is into business of providing high end software training, consultancy, staffing solutions and other IT allied services under its brand name **seed®** (beyond the obvious). SEED is a leading IT education Company from Maharashtra and Western part of India and has trained more than 8,00,000 students, job aspirants and professionals in last 23 years. The core object with which SEED was established is to bridge the gap between academics and industry needs and to make the students more employable in the market. In order expand its offerings SEED is also acting as SAP Authorized Education Partner.

AND WHEREAS MRSPTU is North India's largest education network. MRSPTU is a fast growing and premier educational university with around 100000 students in over 108 colleges across North India.

AND WHEREAS SAP has granted an University Site License to MRSPTU and MRSPTU has approached SEED to act as its execution partner in this venture and SEED has agreed for the said association with MRSPTU and its colleges.

AND NOW THEREFORE, SEED and MRSPTU, in consideration of the mutual representations, warranties and covenants contained herein, and subject to the terms and conditions set forth in this MOU, and intending to be legally bound, hereby agree as follows:

1. Duration:

This MOU shall be valid for a period of 3 Years from the date of execution of this MOU. Any subsequent renewal or extension of this MOU shall be on terms mutually agreed in writing by the SAP. However SAP and MSRPTU will review the performance of SEED and give consent for renewal. Any renewal or extension of this MOU has to be finalized and agreed upon at least thirty (30) days prior to the expiry of the term.

2. Purpose of this document:

This document is for defining the academic understanding among the above-mentioned entities herein after referred to as SEED and MRSPTU respectively, wherein SEED shall act as a execution partner of MRSPTU for imparting SAP courses and shall provide training on SAP R/3 and Business Process course to MRSPTU's faculties at MRSPTU's faculties at MRSPTU's constituent, affiliated & associate college premises.

3. Proposed Transaction

The proposed transaction contemplates that:

Deliver/Facilitate SAP R/3 Training and Business Process Course to the faculty members of MRSPTU and its colleges, at the premises mutually agreed upon.

Each Party shall contribute their respective resources as per the responsibilities mentioned herein for delivering/facilitating SAP R/3 and Business process Online Training Course to the students of MRSPTU constituent affiliated & associate college campus.

MRSPTU and its colleges shall be authorized to use the appropriate SAP Partner logo in all promotional and marketing activities.

4. SEED's standards of performance:

SEED shall expend reasonable efforts as follows to be utilized for the period of 12 months:

- SEED shall conduct train the trainer program for 30 faculties of MRSPTU and its colleges each year as under:
 - for 2 days orientation program for 40 Hrs Business Process module
 - for 10 days orientation program for each 200 hours module
 - understanding domain aspect of each module
 - understanding respective SAP module
 - understanding the execution of SAP course.
- SEED shall appoint competent faculties for conduct of aforesaid Train The Trainer.
- SEED shall arrange minimum 12 sessions of career awareness seminars.
- SEED shall carry out necessary Site License installation (Server & Client) of 3 Server site licenses and 100 clients each at 3 campuses identified by MRSPTU.
- SEED shall train and equip local (colleges) System Administration staff on carrying out client installations as and when required.
- SEED shall provide necessary technical support to maintain the software to keep it up and running at all time.
- SEED shall assist and provide necessary guidance in execution of SAP courses to MRSPTU and its colleges at its premises.
- SEED shall guide MRSPTU constituent affiliated & associate college in designing marketing campaign and marketing collaterals to market SAP Training program in its campuses.

5. MRSPTU's standards of performance:

MRSPTU shall expend reasonable efforts as follows:

- MRSPTU will include the SAP Modules as suggested program in the Industrial training for all eligible students.
- MRSPTU shall market the SAP courses to be conducted by MRSPTU and its colleges faculties trained by SEED & SAP to the students of MRSPTU and its colleges.
- MRSPTU and its colleges shall nominate faculties with domain knowledge on the pedagogy of imparting SAP course as mutually agreed upon.
- MRSPTU and its colleges shall identify and nominate dedicated labs at each of its campuses as per required hardware (Server Machine – i5 with 8 GB RAM & 200 GB HDD, & software (Operating System – Windows 8 and above, MS Office, Internet Explorer, Flash Player and Sound Drivers) specification given by SAP for installation of SAP Site License Server and Clients software for access of SAP courses.
- MRSPTU and its colleges shall identify the central locations as mutually agreed upon for creating SAP Training centers in its campuses for delivering training across its constituent affiliated & associate colleges.
- MRSPTU and its colleges shall nominate administrator and technical staff from each college for day to day administration, hardware and other infrastructure maintenance at their campus to maintain and run day to day operations.
- MRSPTU and its colleges shall actively participate for pre-sales support in MRSPTU's campus with the prospective students.
- MRSPTU and its colleges shall cooperate with the SEED to ensure requisite support/ services as required from time to time for achieving any specific objective of proposed course.
- MRSPTU and its colleges shall provide electricity, UPS, inverter and/or other utilities to SEED at the various colleges where the students may undergo SAP Training.
- MRSPTU and its colleges will ensure that proper systems, network and Internet connectivity according to the requirement specified by SEED & SAP is made available.
- MRSPTU and its colleges in collaboration with the SEED shall ensure satisfactory training delivery of SAP Education to its students who have registered for the program through SAP Site Licenses.
- MRSPTU and its colleges shall be responsible for making a comfortable lodging and boarding arrangements for the faculties and support staff provided by SEED at each such locations.

6. **Joint Responsibilities:**

- Both the parties shall provide necessary help and guidance to each other for delivering SAP R/3 Training to the faculties of MRSPTU and its colleges.
- Both the parties shall take joint responsibility to execute the said training successfully which would be mutually win-win for both parties.
- Unless otherwise agreed to between the Parties, each Party will be responsible for its own costs and expenses (which may be incurred in relation to their respective responsibilities as set out in this MOU).
- This MOU is non-exclusive and notwithstanding the provisions in this MOU, SEED retains absolute right to engage / participate in similar activities and/or invest in similar ventures as contemplated herein.
- The parties acknowledge that SAP owns all intellectual property rights on its all training program materials on SAP Training Course materials including but not limited to training method, concept, technique, know-how, training material/ tools, techniques, methodologies etc. and an enhancement thereof (herein after referred as "SAP Proprietary Information").
- Under this MOU, MRSPTU and SEED shall receive, handle and use SAP Proprietary Information in a manner as specified by SAP from time to time. In no event, MRSPTU and SEED shall copy, translate, disassemble, or decompile, nor create or attempt to create any part of the SAP Proprietary Information except for the rights set forth in this MOU. MRSPTU and SEED are not permitted to make derivative works of SAP Proprietary Information and ownership of any unauthorized derivative works shall vest in SAP. Notwithstanding anything contrary herein, from time to time SAP shall be permitted to audit / verify the usage of the SAP Proprietary Information by MRSPTU and SEED as contemplated herein.
- The Parties agree that nothing herein shall constitute a transfer of any intellectual property from one Party to the other. Each Party shall retain the full rights to their own respective intellectual property at all times. MRSPTU and SEED agrees to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. MRSPTU and SEED shall not, without SAP's prior written consent, disclose any of SAP Proprietary Information to any person, except to its bona fide individuals whose access is necessary to enable MRSPTU or SEED to exercise their rights hereunder.

7. **Commercials:**

Module	No of Students/year	Fees Per Student
Business Process Module-40 Hrs	5000	INR 3200 Inclusive of Tax
SAP-FI SAP-MM SAP-ABAP SAP-SD SAP-HR (200 Hrs. Each)	3000	INR 7900 Inclusive of Tax

- Fee for respectively Module will be paid directly by students in the account of SEED.
- Every Student will pay respective module fees (INR 3200/- for 40 hours Business Process Course and INR 7900/- for SAP R/3 Course) to SEED which is inclusive of administrative charges for Colleges.
- SEED will pay the respective college amount of INR 320/- per student for 40 Hours Business Process Course and INR 790/- per student for 200 Hours Consulting Course as administrative charges after deducting the applicable government taxes.
- The below per student slab rate will be applicable per year.

8. **Confidentiality:**

Both the parties may receive information proprietary to other party (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.

Unless otherwise required by law, neither Party will disclose the existence of this MOU or the subject matter thereof, or issue any press release or public announcement with respect thereto, without the express prior written consent obtained from the other Party.

9. **Termination:**

- Either party can terminate this MOU by giving 30 days prior written notice to the other party.
- SAP may mandate SEED to terminate this MOU at any time upon giving written notice (a) in the event that either MRSPTU or SEED fails to discharge any obligations or remedy any default under this MOU for a period of thirty (30) days after SAP has given MRSPTU / SEED written notice specifying such failure or default, or (b) in the event that MRSPTU or SEED makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

10. **Limitation of Liability:**

Notwithstanding anything to the contrary in this MOU, except for damages resulting from unauthorized use or disclosure of the proprietary information/ confidential information, under no circumstances shall SAP, its Licensors or MRSPTU or SEED be liable to each other, or any other person or entity, for an agreement of damages in excess of the agreement of fees paid to SAP under this MOU in preceding six months or be liable in any Agreement for special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages.

11. **Dispute Settlement:**

Any and all disputes between SEED and MRSPTU shall be sorted out or settled by both the parties mutually.

12. **Jurisdiction:**

In case of dispute between the parties, which cannot be settled amicably, the courts in Pune / Bhatinda shall have the exclusive jurisdiction.

13. **Indemnification:**

Both the parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.

MRSPTU specifically indemnifies SEED against any loss or liability caused due to MRSPTU's non compliance of the terms and conditions of an agreement executed by MRSPTU with SAP.

14. Relationship:

Nothing contained in this MOU shall be construed as resulting in the creation of a relationship of employer and employee or principal and agent between SEED and MRSPTU. SEED and MRSPTU is not authorized to make any representation, contract, or commitment on behalf of each other without the prior written consent of other party.

15. Notices:

All notices or reports which are required or may be given pursuant to this MOU shall be in writing and shall be deemed duly given when delivered to the respective executive offices of MRSPTU and SEED at the addresses first set forth above.

16. Severability:

If any provision or part of any provision of this MOU is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the enforceability of any other provisions or parts thereof, and all other provisions and parts thereof shall continue in full force and effect. All Parties acknowledge that the other Party's rights under this MOU are cumulative and not exclusive of one another and that either Party's undertakings and agreements contained herein, including, without limitation, the several covenants contained herein, are each severable covenants independent of one another or any other provisions or covenants of this MOU.

17. Express Disclaimer:

SAP and its Licensors including SEED disclaims all other warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

18. Assignment:

Neither this MOU nor any of the rights, interests or obligations there under will be assigned by either party thereto, in whole or in part (whether by operation of law or otherwise), without the prior written mutual consent of the Parties, and any attempt to make any such assignment without such consent will be null and void.

19. Force Majure:

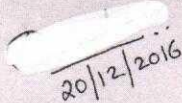
Neither Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control including but not limited to natural disasters or governmental acts etc.

20. Modification:

Any changes in implementation procedures which are not as per the present MOU, will be discussed and will be incorporated in agreement with two parties.

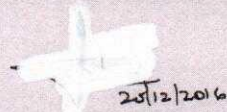
All the above-mentioned parties have agreed on the above clauses and have set their hands to sign on the date mentioned hereinabove.

For SEED Infotech Limited


20/12/2016

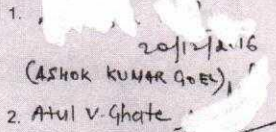
Mr. Sushil Salve
HEAD - SAP Training Services

For Maharaja Ranjit Singh Punjab
Technical University


20/12/2016

Prof. (Dr.) Jasbir Singh Hundal
Registrar

In Presence of

1. 
20/12/2016
(ASHOK KUMAR GOYAL)
2. Atul V. Ghatge

Registrar
Maharaja Ranjit Singh
Punjab Technical University, Bathinda