

MEMORANDUM OF UNDERSTANDING

D-Link India Ltd.

And

SIESGST, Navi Mumbai, India

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed by and between D-Link (India) Limited, a Company, a Public Limited Company incorporated under the Companies Act 1956 and duly represented by its Chief Executive Officer, **Mr. Tushar Sighat**, and having its principal office at Kalpataru Square, 2nd Floor, Unit No. 24, Kondivita Lane, Off Andheri-Kurla Road, Mumbai - 400072, India (hereinafter referred to as "D-Link")

And

SIES,GST,Navi Mumbai, India, represented by **Prof.R.V Patil,I/C Principal** and Authorised Signatory, plot-1C/D/E sector-V,NERUL,Navimumbai-400706. , India,(hereinafter referred to as " Educational Institution ") as follows (hereinafter referred to respectively as "Party" and jointly as the "Parties"):

1. The subject of the agreement:

D-Link, a private limited company pioneered in the field of training and development for Networking Technology in the country and engaged in the business of Training of IT Networking products. D-Link and Educational Institution see a synergy in their objectives and agree to have collaboration in imparting Education programme in IT networking space. In order to achieve this, Educational Institution agrees to set up certification course in Networking Technology by utilizing D-Link's services, expertise and networking infrastructure.

D-Link intends to provide **Educational Institution** (EI) to open a training centre in IT Networking and to provide Technical specialists of D-Link. D-Link will issue certificates to the successful candidates after completion of training.

2. Duties and responsibilities of the Parties.

2.1. Educational Institution.

2.1.1. To start up the D-Link authorized training center, **Educational Institution** is required to have:

- Availability of the annual work plan, curriculum and teaching materials recommended by **D-Link**;
- Availability of teachers/ Trainers / Technical persons certified from **D-Link**;
- Availability of equipment within one month recommended for the training of certified specialists.

2.1.2 Educational institution shall not copy for public distribution or commercial use and change the any literature document provided to them by D-Link; however as per local need and student requirement can be considered as valuable suggestion to revise the literature and documents provided for the courses.

2.1.3. Teachers of **Educational Institution** participating in the D-Link educational program are required every two years to renew their certificates in the regional representative office or any authorized training center. When the certification exams are held in the academic center of D-Link, the examination committee shall include representatives of **D-Link**.

2.1.4. **Educational Institution** shall provide proper infrastructure for training lab space and lecturing space. EI shall provide a Class Room with minimum sitting capacity of 20 students, equipped with Proper Infrastructure to host 24" Rack with Power supply Point, AC, PC/Laptop.

2.1.5. **Educational Institution** shall have a training schedule prepared along with fixed exam timetable over an evenly time break for each group of trainee.

2.1.6. **Educational Institution** must send at least two professional engineers for Train the Trainer (TTT) program, preferably of training background in IT and later they can train their own Team.

2.1.7 **Educational Institution** shall provide D-Link with the list of students who is participating for this certification.

2.2 D-Link.

2.2.1. **D-Link** shall provide assistance in training teachers in deputed by Educational institutions as and when required.

2.2.2. **D-Link** shall carry out periodic inspection during working hours and 48 hours' notice of the training center and quality control of training.

2.2.3. **D-Link** specialist shall provide consultation to teachers in training centers on the technological features of the equipment and its configuration.

2.2.4. Subject to all the above conditions, **D-Link** shall issue a certificate recognizing **Educational Institution** as Authorized "**D-Link Training Partner**" having an authorized training center. **D-Link** reserves the right to issue the registered certificate of **D-Link**. The period of validity of the certificate shall be for two (2) years.

2.2.6. **D-Link** shall review the lab equipment and training material content periodically during working hours with 48 hours of notice. If any changes are needed as per technology updates and based on market feedback, **D-Link** shall notify the **Educational Institution** and charge upon approval.

2.2.7. The lab equipment set up charges and course material charges shall be reimbursed to **D-Link**. The examinations and training course conducted by **Educational Institution** and charged at its own discretion- charge per student per exam to be paid along with student kit purchase.

2.2.9. The service taxes and other applicable taxes on imparting the training and conduct courses shall be borne by the respective parties as per the applicable tax laws.

3. Terms and conditions.

3.1 None of the Parties during the term of this Agreement shall, without the prior consent of the other Party, disclose to third parties any confidential information, as well as information regarding the interests of the other Party, which became known due to the performance of this Agreement, or use the information for purposes not agreed upon in writing by the other Party.

3.2 The Parties by mutual agreement may make amendment and/or rectification to this Agreement. The changes that are made in writing to this Agreement and duly signed by both the Parties constitute an integral part of this Agreement.

3.3 Terms of this Agreement, either directly or indirectly, shall not give rights to the Parties of any other obligations that are not explicitly specified in this Agreement.

3.4 Any training documents including training material, brochures, datasheets and other D-Link Academy related documents cannot be duplicated /copied for commercial use or public distribution without prior approvals.

3.4. "The D-Link Academy", D-Link logo and all D-Link literatures are registered trademark and D-Link is officially own these titles.

3.4 This Agreement is effective for two (2) years from the date of the last executing signature by the Parties hereto as shown below and be automatically extended for a further year if neither Party makes a written declaration of its intention to terminate this Agreement (no later than thirty (30) calendar days before the estimated date of termination). Notwithstanding the foregoing, D-Link may terminate this Agreement with sixty (60) day prior notice.

3.5 This Agreement is made in two copies and one for each Party. Each copy of this Agreement shall have equal legal force.

4. Commercials:

For commissioning D-Link Academy training programs, Initial cost of lab equipment and setup is involved. The Training **Institute** is going to bear the commissioning investment.

4.1. Course fees and student training kit/Module:

D-Link recommends following fee structure for the training program

Sr. No.	Fees description	Fees (Rupees)	Remarks
	Tentative Course fees /Module	Rs.5000	This can be increase or decreased by Education Institution as per the market dynamics. It will be on revenue share Model. 70% to SIES and 30% to D-Link.
2	Student Book training Kit	Rs.1250	Payable to D-Link.

3	Exam Fees	Rs.2500	Payable to D-Link.
	Total Student fees	Rs.8,750	

*Taxes extra on above Prices.

*Payment: In favour of SIES for Admission.

*Course Timing is mentioned on Students registration Form.

4.2.1. **Educational institution** has right to increase or decrease the course fees as per mutual understanding and keep D-Link informed about it.

4.2.2. **Educational institution** shall buy the Student kits from D-Link or D-Link authorized sales channels, it is mandatory to have student kit with every participant of the course, Exam Voucher is part of Student Kit.

4.2.3. **D-Link** Academy and SIES will work towards formation of batch periodically.

4.2.4. **Educational Institution** shall impart 28 hours of training to the student.

4.2.5. Above fee structure is applicable for one year.

4.2.6. D-Link will provide Banners/Fliers and marketing campaign for main centres and and it has to be pre-approved by both parties.

5.

5.1 The functioning of object of this MoU has to be jointly at the end of one year for introducing any changes in its operations.

5.2 Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, 'without prior approval. No Party shall acquire any right in' the other Party Intellectual Property pertaining to any information disclosed by the Party pursuant to this MoU and any Intellectual Property so disclosed shall be owned, controlled and remain vested in the party disclosing such Intellectual Property. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

5.3 D-Link shall not be held responsible for any eventual inability to provide facilities due to force-majeure reasons or due to circumstances beyond the control of D-Link.

5.4 Where the above articles of understanding are silent, or for special cases of deviation from these articles, the mutually agreed upon decision between D-Link and Educational Institution will be final. However, in case of any dispute relating to or arising out of this MOU, shall be resolved amicably by mutual consultations. If such resolution is not possible, then, the unresolved dispute or difference for more than 2 months shall be referred to the arbitration of sole Arbitrator to be mutually appointed by D-Link and SIES. The Arbitration Act of 1940 (10 of 1940) and Rules framed thereunder, as amended from time to time, shall be applicable to such arbitration proceedings under this clause. The venue of all the arbitration proceedings shall be .Mumbai

6. Attachments to the MoU:

1. DCS switching catalogue
2. Equipment list
3. D-Link Profile

7. Placement Assistance will be provided by D- Link to all students who have successfully completed the course

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date and year set forth as below.

D-Link India Limited Ltd

SIESGST

(Signature)



(Signature)

(Mr.Tushar Sighat)

(Prof.R.V.PATIL)

(Chief Executive Officer)

(I/C Principal)

(Date: _____)

(Date: 08.06.2016)

Acknowledge with Thanks
Sofha
8/6/2016