

## Memorandum of Understanding

Between

**All India Council for Technical Education**

And

**Amphisoft Technologies**

### I. INTRODUCTION

This Memorandum of Understanding (MoU) is made at AICTE, New Delhi, on this 12<sup>th</sup> day of January 2020

**Between**

**All India Council for Technical Education (AICTE)**, a Statutory Body established by an Act of Parliament (52 of 1987) under Ministry of Human Resource Development, Government of India, having its registered office at **Nelson Mandela Marg, Vasant Kunj, New Delhi-110070** herein after referred to as “**AICTE**”

**AND**

**Amphisoft Technologies** is a product-based IT company, established in 2009 under the laws of Companies Act 1956, which is into developing powerful software engines entrusting core automation. It provides different services rendered towards training, recruitment, staffing, hire-train-deploy and platform as a service etc. It has been in the field of e-learning specializing in imparting IT skills to students pursuing engineering education both in classroom environment as well as in e-learning environments, having a registered office at No 8, VPS House, Second Floor, Prashanthi Nagar, Avarampalyam, Coimbatore - 641006, Tamil Nadu, India, herein after referred to as “**ED-TECH COMPANY or COMPANY**”

For E-Box (NEAT2019131\_PROD\_5)

For Talent Rank (NEAT2019131\_PROD\_6)

### WHEREAS

- A. AICTE is the Implementation Agency for the **National Educational Alliance for Technology (NEAT)** scheme for better learning outcomes in education through Public-Private Partnerships, which would select / identify the Ed-Tech Companies whose



products would be brought under the NEAT scheme for the benefit of economically and socially weaker students and especially in remote areas.

- B. Under NEAT, adaptive and personalized learning solutions/ products, evaluated by AICTE and offered by Ed-Tech companies would be brought under a common platform with a scheme to offer these solutions as per their pricing policy for student community.
- C. 25% of the enrollment to the product, subject to a minimum of 500 seats, would be offered as FREE seats by the Company which would be distributed to the appropriate beneficiaries (economically and socially weaker students and especially in remote areas) by AICTE as per its policy.
- D. The MoU is being signed between AICTE and the selected Ed-Tech Companies' Product for implementing the NEAT scheme effectively.

NOW, THEREFORE, THIS MoU WITNESSETH AS FOLLOWS:

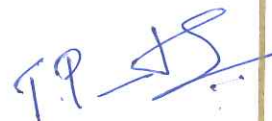
**1.0 Roles and Responsibilities of the ED-TECH COMPANY**

- 1.1 The product referred to earlier, should be sold EXCLUSIVELY through NEAT portal by the Ed-Tech Company until and unless permitted by AICTE. The student would initially register as learner through NEAT portal, however student will make payment and subsequently access the product through Ed-Tech Company LMS only.
- 1.2 The features of the product, timelines and fee to be charged shall be clearly spelt out at the NEAT portal itself by the Ed-Tech company.
- 1.3 Changes in the specification, including language, details and timelines of the product shall be made on NEAT portal by the Company only with explicit approval from AICTE.
- 1.4 The deliverables of the product shall be clearly spelt out on NEAT / Companies Portal.
- 1.5 The fees charged for the product from the students shall be displayed as per the Ed-Tech company price policy, in a transparent manner, while marketing the product.
- 1.6 Any change in fee for the product shortlisted shall be communicated to AICTE.
- 1.7 25% of the enrollment to the product would be offered as FREE seats by the Company which would be distributed to the appropriate beneficiaries (economically and socially backward students) by AICTE as per its policy.
- 1.8 FREE seats, subject to a minimum of 500 seats would be allocated at the time of onboarding NEAT portal. These will be adjusted subsequently once the enrollment reaches 2000.



- 1.9 There should be no distinction in course curriculum/Product deliverables in whatsoever manner between the paid students and the students who avail FREE seats.
- 1.10 The payment gateway necessary for receiving payment would be established by the Company.
- 1.11 An email address should be provided by Ed-Tech company for grievance redressal.
- 1.12 The Company would be responsible for issuing the certificates to the successful students and information regarding same needs to be shared with AICTE.
- 1.13 The Company would be responsible for establishing and maintaining the two tier grievance redressal mechanism for resolving the student grievances as follows:
- (a) Normally all grievances should be resolved within 24 hours or by next working day.
- (b) Any grievance that is not resolved within 48 hours should be automatically escalated to the next level in the Company ear marked for grievance redressal. AICTE will entertain grievances not resolved at company level only after 5 days.
- 1.14 A monthly report on the grievance redressal should be sent to AICTE in the format desired.
- 1.15 The logo of AICTE should not be used in the certificates / websites / any promotional material by the company.
- 1.16 The Company should comply with all the instructions or guidelines issued by AICTE regarding working of the NEAT scheme.
- 1.17 The refund / cancellation policy of the company should be clearly spelt out.
- 1.18 The Company should make the Security deposit (Joint FD or Bank Guarantee) in the name of AICTE for the period of MOU as prescribed by AICTE as per the following criteria:

S. No	Annual Turnover of Company (as submitted in Expression of Interest)	Security Deposit
1	Above One crore rupees	Five lakh rupees only
2	Between twenty five lakh and one crore rupees	Two lakh rupees only
3	Below twenty five lakh rupees	One lakh rupees only

Once a company is qualified and the students are registered, till completion of course and certification. Company cannot off-board the student and exit the NEAT portal. In case company want to exit the portal all liabilities related to the student are to be fulfilled by the company.

Security deposit deposited with AICTE will not make any company eligible for interest and same can be returned back, based on the merit of the case as per the prevailing policy of AICTE.

**1.19** The Company can ONLY mention that "Product evaluated by AICTE" for only those products offered through NEAT.

**1.20** Companies may be required to provide learning patterns of Students to AICTE.

## **2.0 Roles and Responsibilities of AICTE**

**2.1** The NEAT portal hosting, development and maintenance by AICTE.

**2.2** AICTE would be responsible for distributing and monitoring the FREE seats to the beneficiaries as per the policy decided by AICTE / MHRD.

## **3.0 Commencement, Duration, Amendment and Termination of MoU**

**3.1** The MoU shall come in force from the date it is signed by the Parties. Until and Unless any specific date is communicated.

**3.2** The MoU shall be in force initially for a period of 1 year, renewable for a further period mutually decided by the Parties.

**3.3** Any modification or alterations to the MoU shall be first mutually discussed by the Parties and agreed in writing to become the supplement MoUs.

**3.4** AICTE would be free to terminate the MoU in case AICTE is not satisfied with the performance, quality and deliverables by the company. However, AICTE before terminating the MoU would give 30 days' notice in writing to the Company.

In case the Ed-Tech company wants to terminate the MoU, they may do so by giving a 30 days' advance notice in writing and showing 'zero' enrollments (May also refer Clause No.1.18). The existing learners enrolled shall receive all scheduled deliverables as per the Initial purchase agreement.

**3.5** In case the MoU is terminated as a consequence of violation of terms and conditions by the company as per MOU, the Company would forfeit the security deposit and cannot claim any compensation or damages from AICTE.



#### 4.0 Dispute Redressal

4.1 Each organization shall announce a coordinator for the execution of MOU. In case of any dispute between the Parties, the dispute shall be amicably resolved in a meeting of the coordinators of organizations. However, if such an effort fails it shall be referred to the Member Secretary AICTE and CEO of the Company. The courts in Delhi will have the jurisdiction in case of any dispute.

#### 5.0 Force Majeure

5.1 If at any time, during the continuance of this MoU, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Company), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MoU, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided SERVICE under the Company shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

#### Accepted and Agreed

For AICTE

Name:

Dr. Rajive Kumar

Title:

Member Secretary, AICTE

Date:

Witness

For Amphisoft Technologies

Name:

Ms T Punitha

Title:

Director

Date:

Witness