Memorandum of Understanding
between
Rayat Shikshan Sanstha, Satara
and
Centre for Development of Advanced Computing, Mumbai

In order to promote co-operation in areas of mutual interest in Educational Technologies for the benefit of both institutions Rayat Shikshan Sanstha, Satara, one of the leading educational institutions in Asia and Centre for Development of Advanced Computing, Mumbai ("C-DAC, Mumbai") - a Scientific Society of the Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Government of India, with its Mumbai center at Gulmohar Cross Road No. 9, Juhu, Mumbai – 400049, Maharashtra, India, herein after individually referred to as Party or collectively as Parties, hereby enter into the following Memorandum Of Understanding ("MoU") dated __ May 2016:

Article 1. Scope and Objectives: C-DAC, Mumbai will develop and provide the software solutions for Maharashtra State Education Board's Continuous and Comprehensive Evaluation-based Assessment and Monitoring Framework(AMF), Online Labs teacher training, and eBasta teacher training for Schools of Rayat Shikshan Sanstha. AMF includes student registration, teacher registration, assessment creations, marks entry, result processing and reports generations. A detailed scope of work is attached in Appendix A. C-DAC, Mumbai will develop the software in consultation with Rayat Shikshan Sanstha, Satara. Rayat Shikshan Sanstha will provide all the help in gathering of requirements to C-DAC, Mumbai. The software will be provided to Rayat Shikshan Sanstha along with the source code. In addition to providing the software, C-DAC agrees to deploy the software into production and support it for the 2016-2017 and 2017-2018 academic years. Rayat Shikshan Sanstha agrees to provide performance data of the software in production to C-DAC for research purpose use in tuning the software for future.

For online labs and eBasta, the scope covers primarly helping the schools under sanstha use these resources by training their teachers and providing online and email support. No fees is payable to CDAC for the software. Training at approx two teachers per school will also provided free. Please see appendix A for detailed terms and condition for this.

Article 2. Payments: For AMF no payment fees is applicable for the academic years 2016-2017 and 2017-2018

Article 3: At the end of this MoU period, C-DAC grants to Rayat Shikshan Sanstha, Satara the right to deploy the Assessment and Monitoring Framework software for its own schools as and when required without additional payments to or consent of C-DAC

Centre for Development of Advanced Computing

Article 4. Confidential Information: Rayat Shikshan Sanstha, Satara and C-DAC, Mumbai agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is designated in writing or by appropriate stamp or legend to be of a confidential nature ("Confidential Information") and to use such Confidential Information only in connection with the purposes of this MOU; provided, however, Confidential Information does not include information which is (a) in the public domain at the time of disclosure; or (b) is subsequently made available to the general public without restriction by the disclosing party, or (c) known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition, or (d) used or disclosed with the prior written approval of the disclosing party and (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement, an order from a regulatory body or court order, or the rules of any stock exchange (provided, however, that the Party under an obligation to disclose shall advise the other Party of such required disclosure promptly upon learning thereof in order to afford the other Party a reasonable opportunity to contest, limit and/or assist the Party under an obligation to disclose in crafting such disclosure). Confidentiality obligation of each party under this section shall survive for a period of three (3) years from dates of this MoU.

Article 5. Intellectual Property Rights: By entering into this MOU, the parties undertake. 1) to respect each other's intellectual property, 2) not to use each other's intellectual property without the prior express written consent of the other, 3) ensure the confidentiality of such intellectual property within their respective organizations, 4) not to use each other's intellectual property should this MOU be dissolved, 5) in case of infringement, render itself liable to all such damages, penalties, actions as available to the other party under the law.

The parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other party, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed or otherwise alienated to the other party, nor the other party shall be entitled to claim any right, title or interest therein, at any time. It is understood and agreed that any and all proprietary materials developed by a Party prior to this MOU and any modifications, enhancements, improvements or inventions, made to such proprietary materials shall be owned by that party, regardless of which party prepared or developed such modifications, enhancements, improvements or inventions. Unless otherwise agreed between the parties in writing, all works, new inventions, innovations or ideas developed solely by a Party independent of the other party in connection

Centre for Development of Advanced Computing   7

with the performance of its activities under this MOU shall belong to the party who develops the same. If the parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated and entered into good faith by the parties. The reuse of the source code developed under this MOU beyond the 2017-2018 academic year by the Rayat Shikshan Sanstha, Satara for conduct of future academic years shall not be subject to the terms under this article and shall not constitute a violation of the terms of this article.

Article 6. Liability: Neither party shall be liable to the other party for any indirect, incidental, consequential or special damages including, but not limited to, loss of profits, revenue, data or use, incurred by the other party resulting from under or in connection with this MOU.

Article 7. Compliance: Both Parties acknowledge that visits by officials from one party to the other shall comply with the regulations and policies of Rayat Shikshan Sanstha, Satara and C-DAC, Mumbai as made known to the other party in writing.

Article 8. Costs: For the avoidance of doubt, each party shall bear its own costs, expenses and liabilities incurred in connection with this MOU, including but not limited to, proposal expense or development cost.

Article 9. Non-Discrimination: It is understood that both Rayat Shikshan Sanstha, Satara and C-DAC, Mumbai subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin. Both the Rayat Shikshan Sanstha, Satara and C-DAC, Mumbai shall abide by these principles in the administration of this MOU and neither party shall impose criteria for exchange of officials, which violate principles of nondiscrimination, except as may be required by export control or other applicable law.

Article 10. Indemnity: Each party warrants to the other party that all information and other assistance provided by it shall not infringe third party rights and agrees to hold the other party fully indemnified and harmless and at all times keep the other party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as result of any action on the part of the first party.

Article 11. Validation: This MOU shall commence as of the effective date written below and shall remain in effect for two academic year(2016-2017 & 2017-2018).

Article 12. Relation: This MOU does not create any joint venture, partnership, principal-agent relationship or any other relationship between the parties hereto.

Centre for Development of Advanced Computing

3

During the course of the operations under this MOU, if the terms "partner" or "partnership" are used to describe the relationship between the Parties, each Party shall make it clear to the beneficiary that those terms refer only to the spirit of co-operation that exists between the Parties and do not describe or create a legal partnership or any responsibility by one for the obligations or liabilities of the other nor empower a Party to make any binding representation or commitment on behalf of the other.

Article 13. Nonexclusive arrangement: Nothing in this MOU shall mean or be construed to mean that Rayat Shikshan Sanstha, Satara and C-DAC, Mumbai are precluded from entering into any arrangement with any third party for same or similar purpose as stated herein, provided Rayat Shikshan Sanstha, Satara and C-DAC, Mumbai shall maintain their respective confidentiality obligations hereunder.

Article 14. Publicity: Neither Party shall use any name, mark or symbol of the other party in any publicity release or advertising material nor for any other purpose whatsoever without securing the prior written consent of that other party which consent shall not be unreasonably delayed or withheld. Neither Party shall use the other Party's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure (except as may be required by law) relating to this MOU or their subject matter, including in any promotional or marketing materials, customer lists, referral lists or business presentations without written consent from the other Party for each such use or release which consent shall not be unreasonably delayed or withheld.

Article 15. Disputes: The laws of India shall govern this MOU. Any disputes between the Parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by Arbitration of a Sole Arbitrator if the parties mutually agree upon one (ailing which to a Board of Arbitration. This Board will be constituted before the commencement of the Arbitration and will comprise of three Arbitrators. Both parties will each nominate an Arbitrator to the Board and these Arbitrators will appoint the third Arbitrator. The proceedings shall be carried in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English and the decision of the majority arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Mumbai. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this MOU.

Article 16. Notices: Any notices required to be given under this Agreement shall be in writing and shall be given by hand or posted by first class mail or equivalent to the relevant address and shall be deemed received if given by hand on delivery and if posted, forty-eight hours after posting thereof. All the notices will be sent to Rayat Shikshan Sanstha, Satara at the address stated above.

CDAC Centers Address

1. C-DAC Kolkata
   C-DAC (Erstwhile ER&DCI)
   Plot - E-2/1, Block-GP, Sector-V
   Salt Lake Electronics Complex
   Kolkata - 700 091
   Westbengal (India)
   Phone: +91-33-2357-9846/5989/4258
   Fax: +91-33-2357-5141

2. CDAC-Chennai
   "TIDEL Park", 8th Floor,
   'D' Block (North & South), No.4, Rajiv Gandhi Salai, Taramani
   Chennai - 600 113
   Phones: +91-44-22542226/27
   Fax: +91-44-22542294

3. Mumbai

   I) CDAC- Kharaghar
   C-DAC (Erstwhile NCST)
   Raintree Marg
   Near Bharati Vidyapeeth
   Opp. Kharghar Railway Station
   Sector 7, CBD Belapur
   Navi Mumbai - 400 614
   Maharashtra (India)
   Phones: +91-22-27565303
   Fax: +91-22-2756-0004

   II) CDAC-Juhu
   C-DAC (Erstwhile NCST)
   Gulmohar Cross Road No. 9
   Juhu, Mumbai - 400 049
   Maharashtra (India)
   Phone: +91-22-2620-1606/1574
   Fax: +91-22-26232195/ 26210139

4. Electronics City, Bengaluru
   C-DAC (Erstwhile NCST)
   68, Electronics City
   Bengaluru - 561229
   Karnataka (India)
   Phones:+91-80-2852-3300
   Fax: +91-80-28522590

Effective Date:

For Rayat Shikshan Sanstha, Satara

By: Dr. Ganesh Anant Thakur
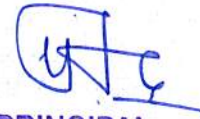
Title: Secretary, Rayat Shikshan
Sanstha, Satara

Date

For Centre for Development of Advanced
Computing

By: Dr. Zia Saquib

Title: Executive Director, C-DAC, Mumbai

Date :

PRINCIPAL
C. D. Jain College of Commerce
Shrirampur

APPENDIX A – Scope of Work

Projects:
- AMF : Software development and deployment
- Online Labs and eBasta : Teachers Training

Period: 2016-2017 and 2017-2018 academic year.

Assessment and Monitoring Framework:
- CDAC will host online Assessment and Monitoring Framework web-application for schools.
  - Assessment Monitoring Framework consist of:
    - School Registration module
    - User registration module
    - Assessment creation module
    - Marks entry module
    - Alert features to teachers and school principal.
    - Reports generation module
      - Student Report card
      - CCE Reports

- Training : C-DAC team will provide one time half day or full day training to teachers of Rayat Shikshan Sansthan for the deployed softwares. These training workshop will be coducted for a group of 50 teachers. Rayat Shikshan Sansthan will provide venue with required infrastrcture setup such as electricity, computer lab, internet connectivity, water, etc for these training program. C-DAC, Mumbai and Rayat Shikshan will jointly prepare a plan for trainining schedule for next three month in advanced. A certificate will be provided to the attendees of the workshop. No TA/DA will be provided by C-DAC Mumbai to attendee teachers. Certificates will be given to the teachers for participating in the workshop.

- All changes will be done as per guidelines of Maharashtra state education board. All required changes and updates will be done by CDAC, Mumbai only.
- CDAC, Mumbai will not disclose any school data without prior permission of sanstha
- Online support in working hours.
- Backup and restoration of data will be done by C-DAC, Mumbai.Reports generation as per CCE scheme of Maharashtra state board.
- Schools can access this system through Internet.
- After 2 years, CDAC, Mumbai will give complete software and their data to Sanstha. Sanstha can use it, copy it for other school without CDAC's consent.
- Ownership of software will remain with CDAC, Mumbai.

Centre for Development of Advanced Computing

6

eBasta and Online Labs: Teacher Training

C-DAC Mumbai will provide trainings for Online Labs and eBasta project for selected teachers of Rayat Shikshan Sanstha, Satara.

- Training period : Half day or full day.
- Number of participant in one training: 40 to 50. Approx 2 teachers per school.
- Teachers of science/maths (8-12 class) and the principals
- No TA/DA to teachers will be provided by C-DAC.
- TA/DA of trainers will be born by C-DAC Mumbai.
- Rayat Shikshan Sanstha, Satara will provide training place, refreshment as applicable and ensure basic infrastructure required for training.
  - For Presentations - LCD Projector, Microphone, speaker, etc
  - For Hands-on - Atleast 25 machines with Internet Connection (2 persons per machine)
- Certificates will be given to the teachers for participating in the workshop.