

MEMORANDUM OF UNDERSTANDING

BETWEEN KENDRIYA VIDYALAY SANGATHAN & INTELLED LEARNING SOLUTIONS

This Memorandum of understanding (hereinafter referred to as MoU) made and executed on the 15th day of June 2010 is entered in to, by and between, **INTELLED LEARNING SOLUTIONS**, a company incorporated under the Companies Act, 1956, having its Registered Office at No. 11 Nehru Street, Ram Nagar, Coimbatore, Tamilnadu (hereinafter referred to as Intelled) on one part and **Kendriya Vidyalaya Sangathan**, an autonomous body set up by the Central Government under the Societies Registration Act, 1960, having its Registered Office at, 18 Institutional Area, Shaheed Jeet Singh Marg, New Delhi- 110 602 (hereinafter referred to as KVS) on the other part. Intelled and KVS may be referred to herein individually as a "Party" and collectively as "Parties".

2. Background

- a) KVS is an organization in India administering 981 schools known as "Kendriya Vidyalayas" that have come to be known as centres of excellence in the field of school education promoting national integration and a sense of "Indianness" amongst children while ensuring their total personality development and academic excellence. KVS continually strives to invigorate the academic environment in schools through various initiatives empowering students to deal with personal, professional and social challenges.
- b) Intelled, is a company that offers e-learning solutions to educational institutions. Besides, it also offers facilities for chapter wise assessment for various classes in different subjects. Through such diagnostic tests difficult areas can be pin pointed so that such areas receive greater emphasis.
- c) KVS and Intelled see synergies in their objectives and agree to collaborate to implement the company's learning solutions by doing a pilot in Kendriya Vidyalayas under Guwahati Region.
- d) The MOU lays down the terms of association and the roles and responsibilities for both Parties. Following will be the responsibilities of Intelled and KVS and or the Kendriya Vidyalayas (hereinafter referred to as KVs) during the implementation of the pilot project.

3. Roles & Responsibilities of Intelled

- a) Intelled shall conduct an orientation programme for teachers of the selected region to acquaint them about the company's learning solutions and assessment features, in such manners as mutually decided by the Assistant Commissioner of the Region and the company's representatives. Post orientation programme the learning solution and assessment tools shall be employed in schools.

Modalities regarding orientation programme and installation of the company's offerings in schools shall be decided by the Assistant Commissioner of the Region in consultation with the company's representatives.

4. Roles & Responsibilities of KVS and/or KVs

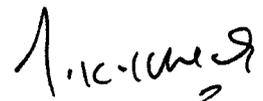
- a) Kendriya Vidyalayas shall permit installation of e-learning content and assessment tools in computer hardware of schools in such manner as decided by the Principal of the school keeping in view the availability of hardware and other important activities. The Principal shall also decide as to when and to what extent these would be utilized by students. Normal functioning of school shall not be allowed to get adversely affected.
- b) The Assistant Commissioner, Guwahati Region at the end of the pilot shall submit a comprehensive report on the effectiveness of the pilot to the KVS headquarters for further action on the subject.

5. General Clauses

- a) The KVS shall at no point of time either during the pilot or before or after the pilot shall bear any expenditure. The pilot is being done free of cost by the company. TA/DA to the KVS participants for attending the orientation programme shall be however paid by the Kendriya Vidyalaya as per norms. The KVS shall be under no obligation to extend the ambit of the pilot in future or to bring any commercial angle. The proposed pilot shall be a onetime activity without any bearing whatsoever on future dealings with the company, which will be decided on the basis of laid down norms. Students shall not be coerced to take any assessment/ learning sessions etc. However, they will be encouraged in their interest to participate.
- b) Intelled shall keep students' data confidential and shall not share with anybody without the prior consent of KVS/KVs.
- c) Intelled shall not be held responsible for any eventual inability to provide any explicit and/or implied service due to force majeure or due to circumstances beyond the control of Intelled.
- d) The duration of the pilot for a period of six months from commencement.
- e) The pilot is not an obligatory initiative by the Parties and shall not be binding on either for implementation in future.
- f) The MOU shall be governed by and construed in accordance with the laws of India and subject to the jurisdiction of New Delhi.





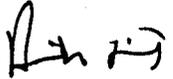


g) The MOU shall become effective as and when executed by or on behalf of both the Parties.

IN WITNESS WHEREOF the parties hereto through their duly authorised representatives have executed this MoU in duplicate on the day, month and year of the date first above written.

For and on behalf of

KENDRIYA VIDYALAYA SANGATHAN

Signature: 

Name: (Avinash Dikshit)

Designation: Commissioner

Place: New Delhi

Date: 15.06.2010

WITNESS:

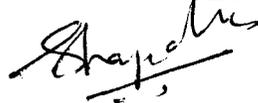
1. M.M. Joshi, 
DC (Acad)

15/6/10

2. Somit Shrivastav 
EO (EDP)

For and on behalf of

INTELLED LEARNING SOLUTIONS

Signature: 

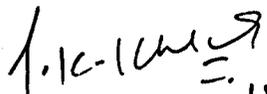
Name: (Shaji Das)

Designation: Chief Executive Officer

Place: New Delhi

Date: 15.06.2010

WITNESS:


1. Tirupathi Kumar Khemka

15/6/10