

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MoU") is recorded on this 18th day of October 2006 between:

The Kendriya Vidyalaya Sangathan an autonomous organization of the Ministry of Human Resource Development, Department of Secondary Education and Higher Education, Govt. of India, acting by and through the Commissioner, as the authorised officer, [Kendriya Vidyalaya Sangathan], (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) (hereinafter referred to as the "KVS");

AND

Microsoft Corporation India Private Limited, a company incorporated under the laws of India and having its registered office at DLF Cyber Greens, 9th Floor, Tower 'A', DLF Cyber Citi, Sector 25 A, Gurgaon – 122002 Haryana (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) (hereinafter referred to as "**Microsoft**")

KVS and Microsoft are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS Microsoft has:

1. established a good reputation in research and education in the field of information technology;
2. developed advanced applications of these technologies for the benefit of mankind and specifically in the field of computer literacy at the primary level; and
3. been committed to bridge the digital divide and participating in the spread of IT literacy

AND WHEREAS KVS :

1. is an autonomous organization of the Ministry of Human Resource Development, Department of Secondary Education and Higher Education, Govt. of India for managing the KVs in India , predominantly for the children of Central Government employees including Defense Personnel.
2. is responsible for managing the schools under KVS
3. is committed to the goal of providing quality , modern education and inculcation of cultural values

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4. is committed to the goal of spreading computer aided education amongst children, teachers and the academic community at large; and
5. is committed to narrowing the digital divide by promoting research, education and application of IT for the benefit of the common man.

AND WHEREAS the Parties wish to implement **Project Shiksha**, a program that aims to promote IT literacy across the Country and will entail the provision of resources in each of the 18 regions of KVS to facilitate teacher training, the formulation and implementation of a comprehensive teacher training program, the creation of a IT curriculum for students, and a teacher and student scholarship program.

AND WHEREAS in partnership with KVS, Microsoft has decided to implement Project Shiksha, as a philanthropic gesture, to accelerate IT literacy for teachers and students throughout the schools run by KVS. All the schools of KVS will be covered in the pre-designed batches, agreed upon mutually, for the said purpose;

AND WHEREAS KVS intends to support and contribute in the setting up of the training facilities by making available to Microsoft appropriate support, space and infrastructure at all the schools under KVS

NOW THEREFORE, this MoU records as under: -

I Scope of Project Shiksha; Future Endeavors

1 Project Shiksha will focus on, but not be limited to, a comprehensive teacher training program in the field of computer literacy, devising student curriculum, providing a teacher and student showcase opportunity program and helping KVS in monitoring the effectiveness of the deployment of the training programs in the schools, ultimately enabling the children to learn through IT support

2. KVS shall Endeavour to involve Microsoft in any such future ventures for promoting the growth of IT literacy in its schools.

II Contributions of KVS

KVS is taking the initiative in implementing Project Shiksha and has , therefore , requested Microsoft to provide resources for the training, for a period of 21 months or till the training finishes (whichever comes earlier). For this purpose, KVS has agreed to provide Microsoft with infrastructure as laid down in Annexure 1, for such period

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of 21 months in all their schools in order to deliver training. The Parties envisage signing of appropriate definitive documents ("Definitive Agreement") to grant Microsoft access to the Training Centers so as to conduct the training. KVS acknowledges that Microsoft shall have the right to work with a partner to provide the training, as well as other programs of Project Shiksha.

1. KVS acknowledges that active and enthusiastic participation from the teachers' community is key to the success of Project Shiksha and commits to make available adequate number of teachers at the Training Centers to participate in the training. KVS acknowledges that batches of 30-40 participants will be ideal for each training batch at the Training Centers and undertakes to make available the necessary participants.
2. KVS acknowledges that downstream filtration of the knowledge gained by the candidates in the Training Centers is essential to widespread success of the same. KVS would devise and provide appropriate incentive mechanisms to encourage good performance of the teachers and students. To this end; Microsoft will help with question banks.
3. All expenses in connection with the traveling and boarding expenses of the selected students/teachers / candidates including traveling and dearness allowances, if any, for the training at the Training Centers shall be borne by KVS. KVS would also provide for the boarding & lodging facilities for the staff provided by Microsoft through its partner for the purpose of delivering training at the Training Centers.
4. KVS recognizes that prescription of information technology as a regular subject in various levels of education is key to the success of Project Shiksha and has accordingly requested Microsoft to develop a student curriculum in respect of information technology. KVS shall endeavor to ensure that schools with adequate computer hardware and software infrastructure shall implement such student curriculum, to ensure that greater benefits from Project Shiksha at grassroots level.
5. KVS will also designate Mr.A.K.Vajpayee, Education Officer, KVS(HQ) as a single point of contact for the Project Shiksha to ensure accountability. Such KVS representative and Microsoft, shall jointly review the Project Shiksha every 3(three) months.

III Contributions of Microsoft

- 1) Upon the Training Centers being made available to Microsoft and execution of the Definitive Agreement, Microsoft shall make preparations at these Training Centers so as to implement Project Shiksha. Microsoft would provide 2 (TWO) faculties at each Region where the KVS schools run for the purpose of delivery of the training. Microsoft shall keep KVS informed about the details of the Training Centers, its schedule of implementation and the date from which the training shall start at these centers.

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- 2) Microsoft will also determine and design the content of the student curriculum to be introduced as a subject in respect of information technology in all classes from 6th standard up to the 10th standard by KVS. A limited number of copies of the student curriculum developed by Microsoft will be provided to KVS for replication and adoption.
- 3) The Parties shall separately agree upon the terms of such license granted by Microsoft to KVS for replicating and adoption of such student curriculum kits. Microsoft shall also provide KVS a standard set of specifications for replicating such student kits so that the students receive the benefit of good quality kits.
- 4) Microsoft will create and provide test banks, which will be administered to students / candidates at the Training Center for assessment of the training progress, quality review and feedback of the program and for any scholarship purposes. The specifics of the scholarship program, if any, will be provided by Microsoft at a later date.
- 5) Microsoft and KVS intend to set up a quality review program so as to evaluate the success of Project Shiksha. Microsoft will provide the necessary resources to make quarterly school visits in schools participating in the teacher training program, as well as the requisite resources to report the findings to the Parties through electronic format. KVS acknowledges that Microsoft will play an important role in the quality review program and KVS would provide all support required for these visits. The visits would be made to ensure the effective deployment of the training in the schools to the students.

IV Miscellaneous

- 1) The Parties acknowledge that in the spirit of philanthropy, their respective roles in Project Shiksha and the various documents delivered to each other, including but not limited, the study material used by Microsoft at the Training Centers, the teacher training modules and student curriculum are to be kept confidential and not to be disclosed to third parties. Microsoft shall have the right to implement the learning of Project Shiksha in other parts of India and the World to promote the growth of IT literacy. No rights or licenses are granted to Microsoft to use the name, logo, seal or other symbols of KVS, except to the extent specifically authorized in writing by KVS. No rights or licenses are granted to KVS to use the name, logo, seal or other symbols of Microsoft, except to the extent specifically authorized in writing by the Microsoft.
- 2) Unless extended in writing with the mutual consent of the Parties, this MoU shall expire at the end of a period of 21 months i.e. June 2008
- 3) Either Party may terminate this MOU by giving the other Party a ninety days' written notice of termination.



- 4) Except as otherwise provided in this MoU, neither this MoU nor any rights under it may be assigned by any Party to a third party without prior written consent of the other Party.
- 5) Any notices, requests, demands or other communication required or permitted to be given under this MOU or for the purpose of this MOU (“Notice”) shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by facsimile and properly addressed as follows:

- (i) in the case of Notice to KVS, to :

The Commissioner
Kendriya Vidyalaya Sangathan
New Delhi

Attention:
Fax: +91 (11) 26852680

- (ii) in the case of Notice to Microsoft, to :

Microsoft Corporation India Private Limited
~~7th Floor, Tower B, DLF Infinity Towers~~
~~DLF Cyber City, Sector 25A, Phase II, Gurgaon 122 002~~
India

Attention: Ms. The Country Manager - Public Sector
Fax: +91 (11) ~~124~~ - 4158999

or at such other address as the Party to whom such Notice is to be given shall have last notified the Party giving the same in the manner provided in this Section 22, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any Notice delivered to the Party to whom it is addressed as provided in this Section 22 shall be deemed to have been given and received on the day of its receipt at such address, provided that if such day is not a business day, then the Notice shall be deemed to have been given and received on the following business day.

- 6) This MoU shall be governed by the laws of India.
- 7) All waivers must be express and in writing. A Party’s waiver of one provision on one occasion shall not constitute a waiver of any other provision or of the same provision on any other occasion.



- 8) Neither party makes any warranties. To the maximum extent permitted by applicable law, each party, and its respective affiliates, agents and representatives expressly disclaim all warranties, express, statutory and implied. KVS shall indemnify Microsoft against any loss, damage, costs or expenses suffered by Microsoft as a consequence of any breach by KVS or by any of its agents, officers or employees, of any of the terms of this MOU. Notwithstanding anything herein, if for any reason a breach of this MOU contributes to any loss or damage KVS suffer, then to the full extent permitted by law (a) Microsoft will not liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage arising out of this MOU, any documents referenced in this MOU, or any addenda or amendment hereto, or arising out of the use or inability to use any product even if Microsoft had been advised of the possibility of such damages; and (b) Microsoft's total liability for any other damage is limited to the amount actually paid by KVS to Microsoft under any section of this MOU or activity undertaken by Microsoft.
- 9) Nothing in this MOU shall preclude Microsoft or any of its affiliates from cooperating or entering into any agreement with any other person or entity or otherwise developing, licensing, selling, deploying or otherwise making available any information, services, products or materials to any other person or entity. Nothing in this MOU shall preclude the KVS or any of its affiliates from entering into an agreement or cooperating with any other person or entity or from licensing or otherwise acquiring any information, services, products or materials from any other person or entity.
- 10) This MoU supersedes all prior discussions and understandings (whether oral or written, including all correspondence) between the Parties with respect to the subject matter of this MoU, and this MoU constitutes the sole and entire understanding between the Parties with respect to the subject matter hereof.
- 11) This MoU may be modified or amended only in writing, duly executed by or on behalf of Microsoft and KVS.
- 12) This MoU may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.



IN WITNESS WHEREOF the Parties hereto through their duly authorized representatives have executed this MoU as a sealed instrument as of the date first above written.

KVS Microsoft Corporation India Private Limited By: 
ROHIT KUMAR

For and on behalf of
The Commissioner, KVS

The _____

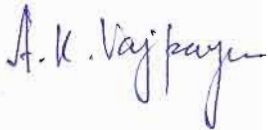
A. K. Vajpayee 10/10/2008
By: _____
Name: एन सी केंद्रीय / A. K. Vajpayee
Designation: शिक्षा अधिकारी / Education Officer
केन्द्रीय विद्यालय संगठन / Kendriya Vidyalaya Sangathan
18, संस्थान क्षेत्र / 18, Institutional Area
शाहीद जित सिंह मार्ग / Shaheed Jeet Singh Marg
नई दिल्ली / New Delhi- 16

Witnessed by
1. Name: Sham (R N Sharma)
Address: 18, Institutional Area, Shaheed Jit Singh Marg, SA.
New Delhi - 110016
2. Name: NAVEEN KR. SENSARY
Address: KVS New Delhi

Witnessed by
1. Name: Promila A. Bij
Address: ~~12A~~, 7th floor, Infinity Tower
Tower 'B'
2. Name: DLF Phase II, Gurgaon
Address: 9350511249.

Annexure 1

- Dedicated room of approx. 500 sq. feet for training purpose
- Phone lines and/or lease lines
- 24 hrs. Power Back-up
- Internet Connectivity
- Room Fixtures – computer desks/chairs, conference table/chairs
- Software: Windows XP, Office 2003, FrontPage, Encarta, Visual Studio,
- 20 State-of-the-art PCs/Monitors for instructional purpose
- Network connectivity for the PCs
- 1 - Computer for Office/Admin Personnel
- 1 Printer
- 1 - Projector/AV Equipment
- 1 CD Writer
- 1 Scanner

A handwritten signature in blue ink, reading "A.K. Vajpayee". The signature is written in a cursive style and is positioned on a light-colored rectangular background.