

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made and executed at PUNE on this the 1<sup>st</sup> day of the month DECEMBER, in the year 2017.

## BETWEEN

M/s. WINNER SOFTWARE PVT. LTD.,  
A registered company having its registered  
Office at : \_\_\_\_\_  
Through its Authorized signatory:  
SHRI. KISHORE NANA SHINDE  
Age about 39 years, Occupation : Business,  
Residing at : Shastrinagar, Kothrud,  
Pune 411 038.

Hereinafter referred to as the PARTY OF THE FIRST PART.

## AND

Dayanand Science college Latur  
(name of the college/school/centre)  
Through its Principal/Authorized person:  
Shri/Ms. Dr. J. S. Dargad  
Age about 49 Occupation : Govt Service  
Residing at : Latur

Hereinafter referred to as the PARTY OF THE SECOND PART.

WHEREAS, the party of the first part is engaged into the business of software development.

WHEREAS the party of the first part is conducting online computer typing examinations i.e. GCC TBC examinations for Maharashtra State Council of Examination, Pune in and around the State of Maharashtra.

The party of the second part is engaged into running an educational institute i.e. school/college/institute under the name and style of Dayanand sci. college situated at Latur.

WHEREAS, the party of the first part is in need of centre's throughout Maharashtra for conducting the aforesaid examinations and hence, the party of the first part approached the party of the second part and requested it through its authorized person to grant their school/college/institute premises temporarily for a period of 03 (three) years commencing from 01/01/2018 and shall conclude on 31/12/2020. That the said centre's shall be provided for conducting the examinations. That upon holding negotiations



with the party of the second party, the parties hereto have arrived at certain mutual terms, which the parties have decided to reduce the same into writing and hence have agreed to execute the present MOU on the following terms and conditions.

- a). That the party of the second part shall provide its school/college/institute premises as and when required by the party of the first part for conducting the aforesaid examinations.
- b). It is hereby agreed by and between the parties hereto that the party of the first part shall inform the party of the second part atleast 30 days prior to the date of examinations about the requirement of the premises. That the party of the second part hereby assures to make available their premises for the said examinations without any kind of excuses as and when required by the party of the first part.
- c). That the party of the first part shall pay remuneration towards the said examinations as per the guidelines laid down by the Maharashtra State Council of Examinations, which shall be payable by the party of the first part to the party of the second part on or before 30 days after concluding the examinations. The party of the second part further undertake to furnish correct and unambiguous account number and other bank details in order to enable the party of the first part to make the necessary payments, failing which the requisite time of 30 days agreed for payment shall be extended in that proportion.
- d). The party of the second part hereby undertake to provide the necessary equipments in good working conditions such as Computers, Inverters, Printers, Stationary, Internet connectivity, electricity backup and other incidental things necessary for conducting the examinations. The mock test of the said equipments are to be conducted prior to examinations and only upon the satisfaction of the party of the first part the said equipments shall be used for examinations.
- e). The party of the second part shall also be under obligation to provide necessary security to the students and staff at the examination centre.
- f). It is hereby agreed by party of the second part that the staff at the examination centre is to be provided by the party of the second part and also undertake to maintain the daily backup, attendance sheets of the students and staff, other data and handover the same online to the party of the first part on the day of the examination itself & the said data is required to be maintained by the party of the second part in CD, which shall be handed over to the party of the first part on the day of concluding the examinations. Apart from the data provided to the party of the first part, in addition thereto the party of the second part also undertake to maintain backup of the examinations and handover the same to the party of the first part as and when demanded by the party of the first part.



g). The party of the second part shall provide all the necessary information to the party of the first part in respect of the staff viz : their names, age, occupation, address, email id, contact numbers, photographs etc.,

h). It is hereby agreed and understood by and between the parties hereto, that the party of the first part shall be under obligation to pay the requisite amount to the party of the second part only and no other person/s shall be liable to claim any amounts from the party of the first part towards the said premises and the equipments used therein. Any such claims raised by any person/s in the name and on behalf of the party of the second part shall be made good by the party of the second part at their sole costs and consequences.

i). Any failure on the part of the party of the second part which would amount to delay or cancel the examinations, shall be compensated by the party of the second part. In such circumstances, the party of the second part shall not be entitled to claim any amounts from the party of the first part for whatsoever reason.

k). The party of the second part hereby assures that he/she/they are under strict obligation to maintain the secrecy and confidentiality in respect of the examinations to be held at their respective exam centre and even otherwise. The party of the second part further assures that any breach of the said condition would result into prosecution against him/her/them in the appropriate court of civil as well as criminal courts. Moreover the party of the first part shall be entitled to impose penalty in proportion of damages which would be required to undergo by the party of the first part.

l). The party of the second part will be required to verify the hardware configuration and software prerequisites at the examination centre.

m). In case the examination software requires updations, the party of the second part shall install the same by downloading the same from the portal.

n). The party of the second part shall not misuse, tamper the data in whatsoever manner. Any such act found to be done by the party of the second part, the party of the first part shall be entitled to claim & recover the damages in proportion of the same.

o). The party of the second part undertakes to remain present at the examination centre a day before the examinations are to be held and shall install the examination software and take the dummy test of the same and shall upload the result of the same upon the portal.

p). Any malpractice or breach on the part of the party of the second part, the party of the first part shall be entitled to take appropriate legal action against him/her/them and in such circumstances, the party of the second part shall bear the costs and consequences of the same.



q) Upon completion of the examination, the party of the second part shall uninstall the examination software from the college server etc., as the case may be and shall not use or misuse the same for whatsoever reason.

r). It is particularly agreed and understood by the party of the second part that the party of the second part is acting as an assistance / agent of the party of the first part and conduct the examination in the aforesaid manner strictly in the manner provided hereinabove. Any contradictory act done by the party of the second part shall give rise to the party of the first part to take appropriate legal action against the party of the second part.

s). Any rights of the party of the first part if not specifically enumerated in the present MOU shall not be considered as waiver of the same.

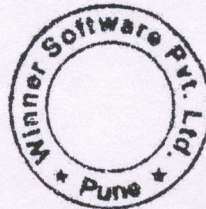
t). The addresses of the parties as mentioned in the caption of the present MOU are assured to be true and correct for the purpose of correspondence by the parties hereto. Any letter/ notice etc., issued on the said address shall be deemed to be served upon the opposite party.

u). Any disputes regarding the present agreed terms and other activities of the examinations shall be subject to the Pune Jurisdiction and the Courts in Pune shall have exclusive jurisdiction to try and decide such disputes.

**IN WITNESS WHEREOF**, the parties in order to confirm and ratify the aforesaid terms and conditions have set their respective hands on the day, date and the year first hereinabove mentioned.

Kishore

For M/s. WINNER SOFTWARE PVT. LTD.,  
Its director : SHRI. KISHORE N. SHINDE.  
Party of the first part



SHRI/MS. R. S.  
Party of the Second part.