

**RAJIV GANDHI INSTITUTE OF
TECHNOLOGY, MUMBAI**

MEMORANDUM OF UNDERSTANDING

D-Link India Ltd.

And

Manjra charitable Trust's

Rajiv Gandhi Institute of Technology, Mumbai.

Juhu Versova Link Road,
Versova, Andheri(w), Mumbai-40053



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed by and between D-Link (India) Limited, a Company, a Public Limited Company incorporated under the Companies Act 1956 and duly represented by its Chief Executive Officer, **Mr. Tushar Sighat**, and having its principal office at Kalpataru Square, 2nd Floor, Unit No. 24, Kondivita Lane, Off Andheri-Krula Road, Mumbai - 400072, India (hereinafter referred to as "D-Link")

And

Manjra charitable Trust's, Rajiv Gandhi Institute of Technology, an Educational Institution represented by Dr. Udhav Bhosle, Principal, Rajiv Gandhi Institute of Technology, and having its principal office at Juhu-Versova Link Road, Versova, Andheri (west), Mumbai - 400053, Maharashtra, India, (hereinafter referred to as "Educational Institution") as follows (hereinafter referred to respectively as "Party" and jointly as the "Parties"):

1. The subject of the agreement:

D-Link, a public limited company pioneered in the field of Networking Technology in the country and engaged in the business of Trading of IT Networking products. D-Link and Educational Institution see a synergy in their objectives and agree to have collaboration in imparting Education programme in IT networking space. In order to achieve this, Educational Institution agree to set up certification course in Networking Technology by utilizing D-Link's services, expertise and networking infrastructure.

D-Link intends to provide **Educational Institution** (EI) to open an training centre in IT Networking and to provide Technical specialists of D-Link. The educational programme is on the basis non-profit and commercial educational activities. D-Link will issue certificates to the successful candidates after completion of training.

2. Duties and responsibilities of the Parties.

2.1. Educational Institution.

2.1.1. To start up the D-Link authorized training center, **Educational Institution** is required to have:

- Availability of the annual work plan, curriculum and teaching materials recommended by **D-Link**;



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- Availability of teachers/ Trainers / Technical persons certified from **D-Link**;
- Availability of equipment recommended for the training of certified specialists.

2.1.2 Educational institution shall not copy and change the any literature document provided to them by D-Link; however as per local need and student requirement can be considered as valuable suggestion to revise the literature and documents provided for the courses.

2.1.3. Teachers of **Educational Institution** participating in the D-Link educational program are required every two years to renew their certificates in the regional representative office or any authorized training center. When the certification exams are held in the academic center of D-Link, the examination committee shall include representatives of **D-Link**.

2.1.4. **Educational Institution** shall provide proper infrastructure for training lab space and lecturing space. EI shall provide a Class Room with minimum sitting capacity of 20 students, equipped with Proper Infrastructure to host 24" Rack with Power supply Point, AC, minimum 3 PC/Laptop.

2.1.5. **Educational Institution** shall have a training schedule prepared along with fixed exam timetable over an evenly time break for each group of trainee.

2.1.6. **Educational Institution** must send at least two professional engineers for Train the Trainer (TTT) program, preferably of training background in IT.

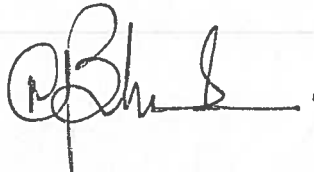
2.1.7 **Educational Institution** shall provide D-Link with the list of course participants.

2.2 D-Link.

2.2.1. **D-Link** shall provide assistance in training teachers to deputed by Educational institutions as and when required.

2.2.2. **D-Link** shall carry out periodic inspection of the training center and quality control of training.




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2.2.3. **D-Link** specialist shall provide consultation to teachers in training centers on the technological features of the equipment and its configuration.

2.2.4. Subject to all the above conditions, **D-Link** shall issue a certificate recognizing **Educational Institution** as Authorized "D-Link Academy Partner" having an authorized training center. **D-Link** reserves the right to issue the registered certificate of **D-Link**. The period of validity of the certificate shall be for two (2) years.

2.2.6. **D-Link** shall provide the first batch of lab equipment with maximum education discount with limited life time warranty or based on revenue sharing model; however, the equipment will be used only for the training and practicing purpose. Notwithstanding the foregoing, **D-Link** has the right to demonstrate and show the equipment whenever requested by its customers at **Educational Institution** premises, provided that prior scheduling for such demonstration is arranged between **D-Link** and **Educational Institution**, and a written note is sent by **D-Link**.

2.2.7. **D-Link** shall review the lab equipment and training material content periodically. If any changes are needed as per technology updates and based on market feedback, **D-Link** shall notify the **Educational Institution** and charge upon approval.

2.2.8. The lab equipment set up charges and course material charges shall be reimbursed to D-Link. The examinations and training course conducted by **Educational Institution** and charged at its own discretion- charge per student per exam to be paid along with student kit purchase. D-Link has the right to take back the Lab Equipments in case the lab equipment charges are not recovered fully.

2.2.9. The service taxes and other applicable taxes on imparting the training and conduct courses shall be borne by the respective parties as per the applicable tax laws.

3. Terms and conditions.

3.1 None of the Parties during the term of this Agreement shall, without the prior consent of the other Party, disclose to third parties any confidential information, as well as information regarding the interests of the other Party, which became known due to the performance of this Agreement, or use the information for purposes not agreed upon in writing by the other Party.



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3.2 The Parties by mutual agreement may make amendment and/or rectification to this Agreement. The changes that are made in writing to this Agreement and duly signed by both the Parties constitute an integral part of this Agreement.

3.3 Terms of this Agreement, either directly or indirectly, shall not give rights to the Parties of any other obligations that are not explicitly specified in this Agreement.

3.4 Any training documents including training material, brochures, datasheets and other D-Link Academy related documents cannot be duplicated /copied without prior approvals.

3.4. "The D-Link Academy", D-Link logo and all D-Link literatures are registered trademark and D-Link is officially own these titles.

3.4 This Agreement is effective for one (1) year from the date of the last executing signature by the Parties hereto as shown below and be automatically extended for a further year if neither Party makes a written declaration of its intention to terminate this Agreement (no later than thirty (30) calendar days before the estimated date of termination). Notwithstanding the foregoing, D-Link may terminate this Agreement with sixty (60) day prior notice.

3.5 This Agreement is made in two copies and one for each Party. Each copy of this Agreement shall have equal legal force.

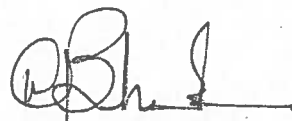
4. Commercials:

For commissioning D-Link Academy training programs, Initial cost of lab equipment and setup is involved. The **Educational Institution** and **D-Link** is going to bear the commissioning investment jointly keeping long term goal in training standard and industry oriented technical education in mind.

4.1. Commissioning Investment:

| | | | |
|--------|---|---|-----------------|
| 4.1.1. | Total Commissioning Investment for D-Link Academy at RGIT Mumbai. | | |
| a. | Lab Equipment Expense | : | Rs. 2,00,000.00 |
| b. | One time train the trainer, Lab setup, DCT | : | Rs. 0.0 |





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4.1.2. **D-Link** shall offer revenue sharing model to reimburse the "commissioning investment", and the **Educational Institution** shall pay one time equipment charges, TTT and lab setup fees by sharing the revenue with **D-Link**.

3. RGIT will assure D-Link with minimum commitment of 60 Students per year during recovery period of "Commissioning Investment"

4. RGIT will also provide exclusive lab facility for D-Link Equipment and solution and during recovery period D-Link will be exclusive Network Training Partner for RGIT.

5. RGIT will collect payment from students as per given below training program and pass on back to back to D-link (India Ltd)

a) Student Fees :- 80% to RGIT and 20% to D-Link

b) Exam Fees and Student Kit fees to D-Link

4.2. Course fees and student training kit:

D-Link recommends following fee structure for the training program

| Sr. No. | Fees description | Fees (Rupees) | Remarks |
|---------|----------------------|---------------|--|
| 1 | Course Fees | Rs.5000 | This fee for the complete course collected by the institute |
| 2 | Student training Kit | Rs.2500 | D-Link recommends to buy original Kits, which constitutes complete course original materials |
| 3 | Exam Fees | Rs.2500 | On-Line exams are registered and to be appeared on D-Link expertise portal |



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| | | |
|----------------------------|----------|---|
| Total Student fees | Rs.10000 | |
| Grand total after discount | Rs.8750 | 50% student kit discount would be offered on Exam fees, if receipt/coupon of student kit is presented |

*Payment in favour : Principal, Rajiv Gandhi Institute of Technology.

*Course Timing is mentioned on Students registration Form.

4.2.1. **Educational institution** has right to increase or decrease the course fees, however if Education Institutions is sharing the revenue with D-Link for reimbursement of "Lab Equipment Expenses" and "one time TTT and Lab setup expenses" then EI would collect the fees as per mutual understanding and pay off to D-Link till reimbursement of said expenses:

4.2.2. **Educational institution** shall buy the Student kits from D-Link or D-Link authorized sales channels, it is mandatory to have student kit with every participant of the course, Exam Voucher is part of Student Kit.

4.2.3. **D-Link** recommends minimum 20 students in a batch and 3 batches per year.

4.2.4. **Educational Institution** shall impart 40 hours of training to the student based on availability of time without affecting their regular curriculum or shall be included in Educational institution's semester elective.

4.2.5. Above fee structure is applicable for one year or 60 students

5.

5.1 The functioning of object of this MoU has to be jointly at the end of one year for introducing any changes in its operations.

5.2 Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, 'without prior approval. No Party shall acquire any right in' the other Party Intellectual Property pertaining to any information disclosed by the Party pursuant to this MoU and any Intellectual Property so disclosed shall be owned, controlled and remain vested in the party disclosing such Intellectual Property. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.





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5.3 D-Link shall not be held responsible for any eventual inability to provide facilities due to force-majeure reasons or due to circumstances beyond the control of D-Link.

5.4 Where the above articles of understanding are silent, or for special cases of deviation from these articles, the mutually agreed upon decision between D-Link and Educational Institution will be final. However, in case of any dispute relating to or arising out of this MOU, shall be resolved amicably by mutual consultations. If such resolution is not possible, then, the unresolved dispute or difference for more than 2 months shall be referred to the arbitration of sole Arbitrator to be mutually appointed by D-Link and RGIT. The Arbitration Act of 1940 (10 of 1940) and Rules framed thereunder, as amended from time to time, shall be applicable to such arbitration proceedings under this clause. The venue of all the arbitration proceedings shall be Mumbai.

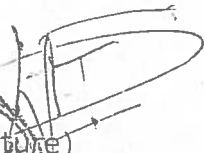
6. Attachments to the MoU:

1. DCS switching catalog
2. Equipment list
3. D-Link Profile

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date and year set forth as below.

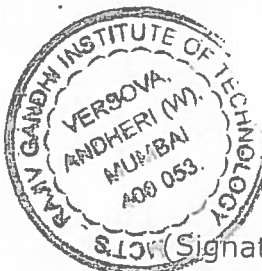
D-Link India Limited Ltd

**Manjra charitable Trust's RAJIV GANDHI
INSTITUTE OF TECHNOLOGY**


(Signature)
(Mr. Tushar Sighat)

(Chief Executive Officer)

(Date: Sept 9/15, 2011)


(Signature)

(Dr. Udhav Bhosle)

(Principal)

(Date: Sept 7, 2011)

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