

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN KENDRIYA VIDYALAYA SANGATHAN (KVS) AND EVERONN EDUCATION LIMITED

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into, at Delhi on 24th Nov, 2009

Between

EVERONN EDUCATION LIMITED., a company incorporated under the Companies Act, 1956, having its registered office at No. 82, IV Avenue, Ashok Nagar, Chennai - 600 083 ,Tamil Nadu , represented by Vinod H., (hereinafter referred to as "Everonn", which term shall mean and include wherever the context so requires or permits its successors-in-interest and assigns),;

And

The Kendriya Vidyalaya Sangathan, New Delhi, an autonomous organisation under the Department of School Education & Literacy, Ministry of HRD, represented by its Commissioner hereinafter referred to as KVS (which expression shall unless excluded by or repugnant to the context be deemed to include its successor in office or assign) of the other part.

Scope

Everonn, a public limited company has pioneered the use of VSAT Technology in the country for K12 Education.

KVS and Everonn see a synergy in their objectives and agree to have collaboration in strengthening Education programme. In order to achieve this, KVS and Everonn agree to set up VSAT Educational connectivity of Vidyalayas under KVS, providing them access by utilizing Everonn's services, expertise and networking infrastructure.

7. It is hereby agreed and declared that for setting up of VSAT and utilization of Everonn's expertise in Education by KVS and/or "the VIDYALAYAS", the following shall be the responsibilities of Everonn and KVS.

A. RESPONSIBILITIES OF EVERONN

- (i) Everonn will install the VSAT infrastructure in all the schools of Lucknow region in the pilot.
- ii) Everonn will do the VSAT infrastructure implementation in the schools nominated by Kendriya Vidhyalaya Sangathan.
- (iii) Everonn on its part will install the required hardware and software as per annexure.
- (iv) Everonn will train KVS and/or Vidyalaya personnel to ensure proper operation and maintenance of installed hardware and software. Training of KVS personnel and/or Vidyalayas on awareness and usage of VSAT related applications will be arranged by Everonn free of cost. Training will be arranged at mutually agreed centers.

(v) As and when required, Everonn will give recommendations on augmentation/replacement of VSAT infrastructure for improving the performance and usage of network.

(vi) Everonn will respect information propriety of KVS and/or Vidyalayas and will provide all mutually agreed safeguards which are feasible within the ambit of technical and resource Constraints.

(vii) Everonn or its designated agency will provide maintenance of the system installed as per annexure under this agreement to the satisfaction of KVS and/or Vidyalayas. The terms of maintenance may be decided by Everonn in consultation with KVS and/or Vidyalayas.

(viii) Everonn will provide back-up support to KVS and/or Vidyalayas whenever required for solving any network problems arising out of VSAT.

(ix) Everonn will provide its services and procure, supply and install equipments as per annexure.

(ix) Everonn will adhere to the time frame for connectivity operationalisation and other services.

(x) Everonn as committed will periodically organize for guest lectures free of cost benefiting the students on lines of upgrading their knowledge.

(xi) Everonn understands that the pilot is absolutely free of cost to the KVS without any financial commitment/ favour for future activities. The pilot is being instituted with a condition that the normal functioning of the school shall not be allowed to be disturbed and willingness of the students / teacher shall be the guiding principle of the pilot.

(xii) Everonn, at the end of the pilot which is one year from the date of signing of the MOU, shall explore the possibility of leaving the installed infrastructure in the KVs on mutually agreed terms.

B. RESPONSIBILITIES OF KVS

(i) KVS will identify the schools of one regional office viz., Lucknow to be covered in the pilot.

(ii) KVS / the Vidyalayas will provide a Computer, Projector and whiteboard in one of the classrooms / Computer Lab, if these facilities are available in the school. Normal study shall not be allowed to be disturbed.

(iii) The concerned Vidyalaya will provide necessary accommodation for setting up of VSAT infrastructure in a technically and functionally appropriate location and in a conveniently situated building of the representative institutions.

(iv) Provide necessary safety and security of the equipments installed by Everonn. However, for any unforeseen circumstance or normal wear and tear the KVS shall not be held responsible for any damage.

(v) Ensure power supply to conduct the program and maintain the same during school hours depending upon the electric supply to school.

C. GENERAL CLAUSES

(i) If the circumstances warrant discontinuance of Everonn's facilities to Vidyalayas or if Everonn

decides to discontinue its services, such discontinuance of Everonn facility shall be mutually decided by Everonn and KVS. The decision to discontinue the services of Everonn would be implemented from a date mutually agreed upon but by giving at least one month's notice by either side.

(ii) On all other aspects where the above articles of understanding are silent, or for special cases of deviation from these articles, the mutually agreed upon decision between Everonn Education India and KVS 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 shall be referred to the arbitration of sole Arbitrator to be mutually appointed by KVS and Everonn. 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 Delhi.

(iii) Everonn and/ or KVS shall not be held responsible for any eventual inability to provide communication facilities due to force-majeure reasons or due to circumstances beyond the control of Everonn and/or KVS.

(iv) The functioning of this MOU shall be jointly reviewed at the end of one year (or earlier, if so required) for introducing changes, if any, in its operation.

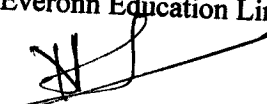
(v) This MOU shall be effective as and when executed by or on behalf of both the parties and would be valid for a period of one year from the date of signing of the MOU.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN DUPLICATE ON THE DAY, THE YEAR, HEREINAFTER INDICATED.


For and on behalf of
Kendriya Vidyalaya Sangathan



Signature with Seal & Date

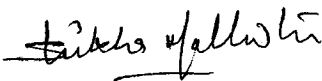
For and on behalf of
Everonn Education Limited


Signature with Seal & Date

Witnesses :

- 1) 
24/11/09
(M. M. JOSHY DC CAGAD)
- 2) SOMIT SHRIVASTAV
EO (EDP)


24-11-09

- 3) 
EVERONN EDUCATION INDIA LTD.
STATE HEAD.
Shikha Malhotra

VINOD . H
24/11/09