



भारतीय प्रौद्योगिकी संस्थान मुंबई

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## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter referred to as MOA) entered in to at Chennai on this 15th day of Feb 2021 between

**CADD Centre Training Services Pvt Ltd**, having its registered office located at 1st Floor, K.R., Ahamed Sha office complex, No. 25, Dr. Radhakrishnan Salai, Mylapore, Chennai - 600 004, Tamil Nadu, India, herein referred to as "**CADD Centre**" which expression unless the context otherwise provide otherwise, shall mean and include successors and permitted assigns, subsidiaries, affiliate, of one part.

And

**Spoken Tutorial – IIT Bombay** is a multi-award winning educational content portal, "ST-IITB" which expression unless the context otherwise provide otherwise, shall mean and include successors and permitted assigns of one part.

The term "CADD Centre" and "ST-IITB" may be referred to individually as "Party" and collectively as the "Parties".

### WHEREAS

A. CADD Centre is in the business of skill development training and has Asia's largest network of training centres, engaged in providing skilling courses across diverse sectors such as skin and beauty, project management, people skills among other areas. CADD Centre has presence across 30 countries with 1000+ franchise outlets across the globe and is actively seeking cooperation with industry partners for imparting value-added courses from employability perspective.

B. ST-IITB Spoken Tutorial is a multi-award winning educational content portal. Here one can learn various Free and Open Source Software all by oneself. Our self-paced, multi-lingual courses ensure that anybody with a computer and a desire for learning, can learn from any place, at any time and in a language of their choice.

Both parties recognize the importance of Skill development through industry partnership for enhancing the employability of learning community by way of:

*Shyama Iyer*

- (i) Providing the skill courses, developed by ST-IITB through CADD Centre's 5 Regional Training Centres (RTCs) across the country, three direct centres of CADD Centre in Chennai, Bengaluru and Pune. Other 2 centres will be identified.
- (ii) CADD Centre will pay **Rs 1,35,000/-(including GST)** as Annual Subscription Fee for unlimited registration happening through the 5 Regional Training Centres. Based on demand, CADD Centre will try to add more Training Centres.
- (iii) CloudKampus, E Learning Division of CADD Centre will be another Centre. The Subscription Fee is fixed at Rs 27,000/- (including GST) for every 1000 student registrations happening in Cloudkampus. In addition to provide the skill courses, all these centres will also conduct the online evaluation and facilitate the ST-IITB certification.

In consideration of mutual covenants contained herein, the Parties do hereby broadly agree as follows

**NOW THEREFORE THIS MOA WITNESSETH AS UNDER:**

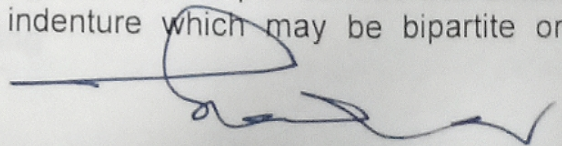
## 1. PURPOSE

The purpose of this MOA is to express the willingness of both parties to collaborate in an effort to launch value added skilling courses developed by ST-IITB, bridging the gaps in the skills-sets required for employability, to cater to the future job demand. Towards this, both parties intend to collaborate their efforts by pooling their expertise, infrastructure and resources as below:

ST-IITB is in the remote training of maximum learners and also in the process of developing courses pertaining to skilled trades from the perspective of making it more application oriented, and in-tune with future skills that may be required. The broad division of Scope of Services is set out in clause 2 below.

CADD CENTRE agrees to associate with ST-IITB and promote ST-IITB's courses in India and globally through its Regional Training Centres and its E Learning division viz. [www.cloudkampus.com](http://www.cloudkampus.com) as per commercial terms mutually agreed upon, while taking support on allied activities.

CADD CENTRE is also desirous of sourcing learners across the globe through its partner institutions and through its E Learning division as per commercial terms mutually agreed upon through a separate indenture which may be bipartite or tripartite.



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## 2. SCOPE AND TERMS OF INTERACTION

CADD Centre & ST-IITB will collaborate to provide courses on various courses where ST-IITB will provide the course content, Learning Management System and other related materials to deliver the training at CADD Centre's Regional Training Centres. The Courses will be delivered online or hybrid.

The areas of cooperation are as below:

### 2.1 ST-IITB as a company will provide the following -

#### 2.1.1 Content support:

ST-IITB will provide the e-learning content through its accumulated experience in the various domains and sectors listed in their website. The course content may be updated from time to time and will be made available to the CADD Centre.

#### 2.1.2 Training and Orientation

ST-IITB will facilitate staff trainings to CADD Centre for effective delivery of the practice and projects.

#### 2.1.3 Evaluation and Certification

ST-IITB will conduct the online evaluation and provide the certificates based on the student's performance.

#### 2.1.4 Marketing and Training Support:

ST-IITB will nominate a senior executive along with dedicated state training manager to engage with CADD Centre to position the strength of association and the merit of course in addition to the operations. ST-IITB will also involve in nominating its experts in events conducted by CADD Centre/CloudKampus for promotion of the courses, like webinars, talk shows etc.

### 2.2 CADD CENTRE will provide the following

#### 2.2.1 Infrastructure:

CADD Centre will provide its Online platform and the infrastructure of Regional Training Centres for running and promoting the courses.

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## 2.2.2 Promotional events:

CADD Centre to conduct promotional events like webinars, job fairs and other technology events and global competitions for promoting the courses and ensuring market penetration as per business plan.

## 3. INTELLECTUAL PROPERTY

3.1 All intellectual properties belonging to one party shall remain an intellectual property of such party only.

3.2 It is agreed that the documents, programmes including the property created and/or delivered by ST-IITB shall remain the exclusive property of ST-IITB, including, but not limited to, all patents, trademarks and copyrights in the Course Materials, program structure and courses.

## 4. TERM AND TERMINATION

4.1 The term of this MOA shall be 1 year from the effective date. The effective date for the purpose of this MOA shall be the date on which both the parties sign this MOA. The MOA can be reviewed and renewed for the following years.

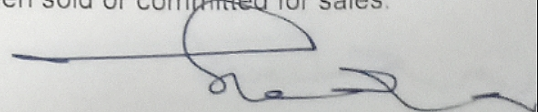
4.2 Each of the Parties ("Terminating Party") shall have the right to terminate this Agreement, if the Defaulting Party commits a material breach of this Agreement which is incapable of remedy or which in the case of a breach capable of remedy shall not have been remedied within thirty (30) days of the receipt by it of a written notice from the Terminating Party identifying the breach and requiring its remedy.

4.3 It is specifically agreed by the parties that material breach in the case of CADD Centre will be limited to default in the payment of due amount by CADD Centre to ST-IITB.

Upon termination or expiry of this Agreement:

- a. The Parties shall immediately take steps to bring the performance of their obligations under this Agreement to a halt in a safe and orderly manner but with all reasonable speed and economy in a cost effective manner.
- b. Both the parties shall have no right to use any Confidential Information of either parties for any purpose whatsoever.
- c. Termination of the Agreement will not effect the obligation of CADD Centre for courses and materials which have already been sold or committed for sales.

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The terms of this MOA shall be treated as confidential, during the tenure of this MOA,

4.4 Both parties shall uphold the Brand / Reputation of the other party and agree not to pursue in activities that would be derogatory to the other party.

4.5 Both parties shall maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOA for any purpose other than in accordance with this MOA.

4.6 Both parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the other party or use such confidential information for any use other than intended under this MOA.

## 5. GENERAL PROVISIONS

5.1 Both the parties shall not be liable directly or indirectly for any loss or damage caused to any material or life by the act of other party or its faculty or students or its agents or third parties during implementation and post implementation of the project.

5.2 Both the parties declare and undertake they are in compliance of the laws applicable to it and the statutory compliances, and that it has required authorization, permission & clearances and complied all formalities required by or under the laws and rules regulating the work and conduct of implementing the project.

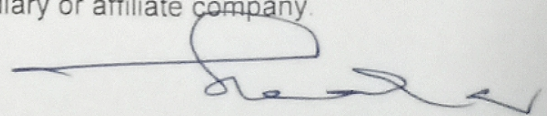
## 6. Force Majeure:

Both the parties shall be excused from delays in performing or from failing to perform its obligations under this MOA or the indentures pursuant thereof to the extent the delays or failures result from causes beyond the reasonable control of the parties, including, but not limited to: acts of God; wars; Governmental actions; fire; flood; epidemic; and freight embargoes

## 7. Assignment

ST-IITB and CADD Centre hereby reserve right to assign the right(s) and obligation(s) under this MOA to any of its subsidiary or affiliate company.

*Shyama Iyer*



## 8. DISPUTE RESOLUTION

Any dispute or difference arising out of or relating to or touching upon this MOA shall be amicably settled by discussion between the authorized representatives of parties, failing which such dispute or difference shall be resolved through Arbitration before a Sole arbitrator mutually agreed between the parties. Failing such an agreement, each party will appoint their Nominee Arbitrator and both the Arbitrators shall appoint the third Arbitrator who shall act as the Presiding Arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 read with Arbitration and Conciliation (amendment) Act 2015 and 2019 and /or any modifications thereof. The seat & venue of arbitration shall be in Chennai and language shall be English.

## 9 COMMUNICATION

All communications including notices pertaining to this MOA shall be through written mode in English language and shall be sent to the undersigned representative(s) or nominated personnel from both parties through mail, email or fax.

IN WITNESS WHERE OF the Parties hereto have executed this MOA on this 15th February 2021.

For Spoken Tutorial-IIT Bombay

For CADD Centre Training Service

*Shyama Iyer*

*[Signature]*  


Ms. Shyama Iyer,  
National Coordinator – Training

Mr. S Karaiadiselman  
Managing Director

Witnesses:

1. *Shibi Perambaram* *[Signature]*

Witnesses:

2. *Swapnil Mole* *[Signature]*