

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

T. Jayanthi
BG 981191

SL.NO... 1522 Date: 9/04/14

Sold to ... Anil Kumar S. Late Anjiah

FOR WHOM... Aponline Limited

T.JAYANTHI
LICENSED STAMP VENDOR
LIC NO 16-02-046/2012
H.NO 2-3-64/5, Tirumalanagar
Amberpet, Hyderabad-500013
Cell: 9866539183

**MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF ONLINE SUBMISSION
OF APPLICATION AND FEE PAYMENT SERVICES OF Dr. B. R AMBEDKAR OPEN
UNIVERSITY THROUGH APONLINE**

This agreement is made and executed on this day of _____ at Hyderabad.
Between **Dr. B. R AMBEDKAR OPEN UNIVERSITY**, initially known as Andhra Pradesh Open University through an Act of Andhra Pradesh State Legislature (APOU Act, 1982) and Subsequently, renamed as Dr. B.R. Ambedkar Open University by the Government of Andhra Pradesh (APOU Act, 1992), having its registered office at Prof.G.Ram Reddy Marg, Road No:46-Jubilee Hills, Hyderabad -500033, A.P., India represented by the authorised representative Prof. A. Sudhakar, Designation: Registrar, Dr. B.R. Ambedkar Open University (herein after referred to as BRAOU which expression shall means its successors & assignees etc..) the first party;

And,

Sudhakar
REGISTRAR
Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.



APOnline Limited a company registered under the Companies Act, 1956, a joint venture between Govt. of AP and TCS and having its registered office at Kohinoor e-Park, Plot No1, Jubilee Garden, Cyberabad, Hyderabad-500081 represented by the authorised representative Col. S.S. Rao Designation: COO, APonline Ltd. (hereinafter referred to as "APOnline", which expression shall mean its successors & assignees etc..) the Second Party;

(BRAOU and the APOnline are hereinafter collectively referred to as the "Parties" and individually as the "Party")

BRAOU has desired to avail services of APOnline Ltd. for online submission of application and fee payment of Applications, Examination, Admission through APONLINE Franchisees whereas APONLINE is desirous of providing the services as more specifically detailed in Annexure-1 through APONLINE and it's Franchisees (hereinafter called Franchisee) to the students of Andhra Pradesh.

Now, therefore, this MoU is executed between **APONLINE & BRAOU** on the following terms and conditions:

SCOPE:

1. This MOU is for implementation of **providing various online submission of applications and fee payment Services of BRAOU** through APONLINE in the Andhra Pradesh as defined more specifically in Annexure-1 attached herein and subsequently for remittance of the Service Fees received from Students after deducting the APONLINE share of service fees thereof to the Designated Authority in BRAOU about the transactions.
2. Request for Provision of any **new or additional Services** from time to time will be attended to within 15 days from the date of request by BRAOU to APONLINE subject to the mutual agreement of the same by the parties herein, on such mutually agreed terms. And any such request by BRAOU shall be in the form as provided in Annexure-2 and shall form part of this MoU.
3. APONLINE shall accept payment of BRAOU Service Fees from Students for availing the services from BRAOU depending on the type of Service to be availed by the student.
4. APONLINE is authorized to accept the payments from students in cash and e-payments only.



5. APONLINE shall generate a receipt for each payment done at APONLINE and Franchisees duly incorporating the service & payment details.

As regards the remittance of collections, APONLINE shall remit the collections of all the Franchisee after deducting its Service Charges to the Designated Authority of BRAOU along with MIS reports on a T+1 day basis and a reconciliation statement, in a mutually agreed format should be provided to BRAOU by the next working day (where "T" is the day of actual receipt of amount by APOnline) latest by the following working day subject to State holidays as declared by the State Government of Andhra Pradesh including Saturday and Sunday.

PAYMENTS:

6. In consideration of the Services provided by APONLINE under this MoU to BRAOU, BRAOU shall be liable to pay to APONLINE the Service charges as mutually agreed from time to time depending upon the type of service offered through APONLINE and as more specifically described in the Annexure-1 or 2. APONLINE shall deduct its share in the Service fees collected from the Student and shall remit the balance of the service fees to BRAOU once in a week.
7. APONLINE will make all software modifications that are in the opinion of APONLINE are required for qualitative delivery of services and effective monitoring of services as suggested by BRAOU within 10 days after providing necessary information.
8. APONLINE shall attend to the complaints in respect of any technology related issues within time frame of 24 hours.
9. APONLINE shall be responsible to BRAOU for remittances of the amounts actually received from the citizens by APONLINE or its FRANCHISEES towards BRAOU services and be liable for payment of such non remitted amounts to BRAOU.

10. MIS Reports:

10.1. APOnline shall send SMS and email to all Designated persons with the details of daily transactions

10.2. APOnline shall provide online MIS Report to the Registrar, BRAOU, Controller of Examinations, BRAOU and Finance Officer, BRAOU login for monitoring the status at any moment.

Sreenivas
REGISTRAR
Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.



11. Force Majeure:

- 11.1. APONLINE shall not be liable for any performance failure in event of the force Majeure.
- 11.2. For purpose of this clause, "Force Majeure" means an event beyond the control of the APONLINE and not involving the APONLINE fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the Government in its sovereign capacity, wars or revolutions, fire, earthquake, floods, epidemics, riots, hostilities, quarantine restrictions and freight embargoes.
- 11.3. If a Force Majeure arises, APONLINE shall promptly notify the BRAOU in writing of such condition and the cause thereof. APONLINE shall be excused from performance of his obligations in whole or part as long as such force Majeure causes, circumstances or events continue to prevent or delay such performance.

12. TERM and TERMINATION

- 12.1. This MOU shall be effective from Dt. 01/01/2014 and unless terminated earlier as per the termination procedure hereunder shall continue to be in force for two (2) Years.
- 12.2. This MoU may be terminated without cause by either party by giving one month's prior notice in writing.

or

Either Party may terminate this MoU with cause in the event of a material breach by the other and the same not having been remedied, within 15 days of written notice by aggrieved party. Accordingly, the Party seeking termination will provide the other Party with sufficient and reasonable prior written notice of such material breach and the opportunity to rectify the same.

- 12.3. In the event of this MOU being terminated, BRAOU shall be liable to make payments of all the amounts due under this MOU up to the effective date of termination for which the services have been rendered by APONLINE or its franchisees and APONLINE will remit all the service fee payable to BRAOU under this MOU upto the effective date of termination.
- 12.4. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

13. Indemnities and Limitation of Liability

Notwithstanding anything contained herein, in no event shall APONLINE or BRAOU and their employees be liable, one to the other, for special, indirect, incidental, consequential or any other damages, including damages due to lost profits, data, goodwill, image or savings in connection with or arising out of or under the MoU or the Services or deliverables provided by either party under the terms of the Contract. In no event shall the total liability of APONLINE under this MoU exceed the Service charges received by APOINLINE under the MOU for the particular Services which gave rise to the claim as of the date such liability arose.

14. ENTIRE AGREEMENT


This MoU constitutes the entire agreement between the parties and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof. Standard terms and conditions of any party (whether printed on any purchase orders or not) shall have no effect whatsoever. Each party acknowledges that it has not relied on or been induced to enter into this MoU by a representation or warranty other than those expressly set out in this MoU. To the extent permitted by Applicable Law, a party is not liable to another party in Contract or tort or in any other way for a representation or warranty that is not set out in this MoU.

15. Non Exclusivity:

Notwithstanding anything to the contrary contained in this MoU, APONLINE shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by APONLINE either under this MoU outside Andhra Pradesh state.

16. AUTHORITY:

Each signatory to this MoU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MoU to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly complied with.


REGISTRAR
Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDRABAD, T.S.R.



17. DISPUTE RESOLUTION:

In the event of any dispute/disagreement on any issue arising out of operation of the MoU would be resolved by a Committee consisting of one representative each from APONLINE and authorized representative of BRAOU and in case of any dispute still being unresolved it shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996, which is jurisdiction of twin cities of Hyderabad & Secunderabad.

18. Amendment

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties on mutual agreement

19. Severability

Any provision of this Agreement that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

20. Waiver

No term or provision of this Agreement will be considered waived by either party, and no breach consented to by either party, unless such waiver or consent is in writing signed on behalf of the party against whom it is asserted. No consent to or waiver of a breach of this Agreement by either party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement by such party.

21. Acts or omissions of Other Party

Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement by the other Party. The liability of a party shall stand proportionately reduced to the extent the event giving rise to the said liability was a result of or contributed to by any act, omission or contribution of the other party/parties or its employees or agents.

22. Publicity

APONLINE shall be entitled to use the name (and the logo, if any, associated with the name) of BRAOU, in its customer lists, any sales, marketing or promotional material or



presentation, to identify the BRAOU as one of APONLINE's customers for the products and services hereunder, and provide for a marketing reference.

23. Indemnification

Each of the party will indemnify the other two parties for its part of failure in its responsibilities specified in this agreement from the claims and litigation raised by the third party beneficiaries in the implementation.

A party(which is accused of commission of a fault) shall have no liability under this clause if the claim is based on: (i) use of altered release of some or all of the deliverables or any modification thereof by other party including, but not limited to, other party's failure to use corrections, fixes, or enhancements made available by the accused-party; (ii) the combination, operation, or use of some or all of the deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by the accused-party; (iii) some or all of the deliverables or the modification thereof, which is based on other party's Materials or instructions; (iv) any change, not made by the accused -party to some or all of the deliverables or any modification thereof; or (v) other party's misuse of some or all of the deliverables or any modification thereof.

Provisions for Indemnification: A party shall not be entitled to seek any indemnification from the other party unless such party provides the other party with (i) prompt written notice of any claim, demand or action for which such party is seeking or may seek indemnification hereunder and gives the indemnifying party the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the indemnifying party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the other party, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified party.


REGISTRAR

Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.



24. Confidentiality

(i) Neither party shall improperly use or disclose any Confidential Information of the other party or of a customer. "Confidential Information" means any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the disclosing party

(ii) The receiving party shall:

(a) treat all Confidential Information disclosed to it as strictly private and confidential and take all necessary measures to keep and procure that its officers, agents and employees keep the Confidential Information confidential and to copy Confidential Information only to extent necessary for the proper fulfillment of this Agreement; (b) use the same standard of care and discretion to avoid disclosure, publication or dissemination of any and all Confidential Information as it employs with respect to such information of its own where unauthorised disclosure, publication or dissemination might cause it substantial harm; (c) use the Confidential Information only for the purpose of this Agreement; (d) disclose Confidential Information only to those of its officers, agents or employees to whom it is strictly necessary for the achievement of this Agreement and only to the extent necessary for the proper fulfillment of this Agreement, ensuring that such persons are made and kept fully aware of its confidential nature and strictly observe the terms of this Agreement; (e) not disclose Confidential Information to third parties without the prior written consent of the disclosing party and subject to any terms and conditions the disclosing party may impose on such disclosure, and (f) immediately notify the disclosing party of any unauthorised use, copying or disclosure of the disclosing party's Confidential Information of which the receiving party becomes aware and provide all reasonable assistance to the disclosing party to terminate such unauthorised use and/or disclosure.

(iii) The confidentiality provisions of this Section shall not apply to any information which (i) the recipient can demonstrate was in its possession before receipt, (ii) is or subsequently becomes publicly available without the recipient's breach of any obligation owed the disclosing party, (iii) is disclosed to the recipient without restriction on disclosure by a third party who had the right to disclose such

information or (iv) the recipient can demonstrate was independently developed without reliance on any Confidential Information.

(iv) Within ten days of the request of the disclosing party, and in its sole discretion, the recipient shall either return to the disclosing party originals and copies of any Confidential Information of the disclosing party, and all information, records and materials developed from them by the recipient, or destroy the same.

(v) Money damages will not be an adequate remedy if this section is breached and therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or similar equitable relief against such breach.


(vi) The confidentiality obligations of each party shall survive for the term of this Agreement and for a period of five years thereafter.

25. Independent Entities

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

26. Assignment

Neither party may assign, delegate or transfer this Agreement or any obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign, delegate or transfer this Agreement to any affiliate of such party for so long as such assignee, delegate, or transferee remains an affiliate of such party. APONLINE may engage any subcontractor for the purposes of executing this Agreement if any such exigency arises to execute the work(s) during the term of agreement. Any assignment, delegation, or transfer in violation of this provision shall be void and without legal effect.


REGISTRAR
Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.



27. No Third Party Beneficiaries

Except as expressly stated herein, nothing in this Agreement shall confer any rights upon any person other than the parties hereto and their respective successors and permitted assigns.

28. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of India and courts at Hyderabad shall have jurisdiction over the subject matter of dispute under this Agreement.

This MoU shall be governed by the laws of India and the courts in Hyderabad shall have exclusive jurisdiction over subject matter of dispute under this MoU.

This MoU is executed in duplicate each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Both parties shall be entitled to keep one original.

IN WITNESS WHEREOF THE PARTIES HAVE SET FORTH THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR AS FIRST ABOVE WRITTEN


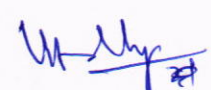
For BRAOU



Name: **A. Sudhakar**
REGISTRAR
Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.

Date:

Witnesses:

1. 
(G. LAXMA REDDY)
Director (CS)
2. 
(Dr. V. Santosh Reddy)
Joint Director
SS B, Dr. BRAOU, Hyd

For APONLINE


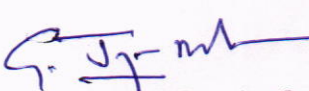


Name: **Col S. S. Rao**

Designation: Chief Operating Officer

Date:

Witnesses:

1. 
MIRANLAL PITY
Head Citizenservices
APONLINE LTD.
2. 
G. JAGAN MOHAN
Assistant Manager
APONLINE LTD

ANNEXURE I

Nature of Services to be provided and Payment Terms

Service 1: Dr.B.R. Ambedkar Open University Eligibility Test Service Procedure and payment terms

- a) BRAOU will arrange for the advertisement for ET – 2014 in the last week of January, 2014 and also provide necessary information to the candidates at the study centres, through University's Web site, and also through other media.
- b) APOne will design the ONLINE APPLICATION FORMAT and DATA BASE for capturing the data of the applicants by the second week of January'2014, in coordination with the officers of DR. BRAOU.
- c) Authorized centres of APOne accept BRAOU ET – 2014 applications.
- d) Citizen comes to APONLINE Franchisee for applying for Eligibility Test with supporting documents.
- e) Franchisee enters the applicant details in the online Application; upload the applicant data along with the photograph and signature of the applicant.
- f) APOne will send an SMS to the candidates who successfully registered, stating the Reference Number, so as to enable the applicants to verify their details. APOne centres are also providing a print out copy of the filled - in application form to the candidate for record purposes.
- g) APOne shall charge amounts as given below per application towards service charges inclusive of all taxes and other expenses if any and shall be deducted by APOne from the payables of the BRAOU.
- h) APOne will provide user name and password to BRAOU Designated Authority to access the MIS reports and to verify the details of the applicants, centre-wise, along with the fee details.
- i) APOne shall map the franchisee with the BRAOU Study Centres in AP

Sl. No.	Type of service	Total Service charges to be collected from the Applicant	Service Charges payable to APONLINE (Inclusive of applicable Taxes)
1	Eligibility Test - 2014	Rs.235/-	Rs.35/- per application for 1.Design, Development and Hosting of Web Application for the Service 2.Database to be given to



			BRAOU of the students 3. Entering the applicant details 4. Scanning of Photo & signature 5. Uploading the data with Photo & Signature in the Web application 6. Collecting Registration Fee 7. Printing one page Applicant data for verification 8. SMS to the Applicant at the time of Registration. 9. SMS to the Applicant about despatch of Hall Ticket.
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Service: 2. M.Ed, B.Ed and B.Ed Spl. Edn. Eligibility Test Service Procedure and payment terms

- a) BRAOU will arrange for the advertisement for M.Ed, B.Ed and B.Ed Spl. Edn. ET - 2014 in the month of May, 2014 and also provide necessary information to the candidates at the study centres, through University's Web site, and also through other media.
- b) APOne will design the ON LINE APPLICATION FORMAT and DATA BASE for capturing the data of the applicants after issuing the notification, in coordination with the officers of DR. BRAOU.
- c) Authorized centres of APOne accept BRAOU M.Ed, B.Ed and B.Ed Spl. Edn. ET - 2014 applications.
- d) Citizen comes to APONLINE Franchisee for applying for Eligibility Test with supporting documents.
- e) Franchisee enters the applicant details in the online Application; upload the applicant data along with the photograph and signature of the applicant.
- f) APOne will send an SMS to the candidates who successfully registered, stating the Reference Number, so as to enable the applicants to verify their details. APOne centres also provide a print out copy of the filled - in application form to the candidate for record purposes.
- g) APOne shall charge amounts as given below per application towards service charges inclusive of all taxes and other expenses if any and shall be deducted by APOne from the payables of the BRAOU.



- h) APOne will provide user name and password to BRAOU Designated Authority to access the MIS reports and to verify the details of the applicants, centre-wise, along with the fee details.
- i) APOne shall map the franchisee with the BRAOU Study Centres in AP

Payment Terms:

Sl. No.	Type of service	Total Service charges to be collected from the Applicant	Service Charges payable to APONLINE (Inclusive of applicable Taxes)
1	Eligibility Test – 2014 for M.Ed, B.Ed and B.Ed Spl. Edn.	Rs.535/- for M.Ed Rs. 435/- for B.Ed and B.Ed Spl.Edn.	Rs.35/- per application for 1. Design, Development and Hosting of Web Application for the Service 2.Database to be given to BRAOU of the students 3.Entering the applicant details 4.Scanning of Photo & signature 5. Uploading the data with Photo & Signature in the Web application 6.Collecting registration fee. 7.Printing one page Applicant data for verification 8.SMS to the Applicant at the time of registration. 9.SMS to the Applicant about dispatch of Hall Ticket.

Service: 3. Collection of Examination, Admission and various other Fee payment

Service Procedure and payment terms

- a) Citizen comes to APONLINE Franchisee for payment of Fees
- b) The APOne Franchisee enters the application number. The Student Fee details are fetched from the BRAOU portal viz., www.braouonline.in
- c) APOne Franchisee collects the fees from the students and confirmation of payment is sent to BRAOU portal.
- d) BRAOU portal responds with Admission Number, status and message string.
- e) A receipt is generated and given to the student.

- f) BRAOU & APOnline will integrate the above through web services.
g) APOnline will provide User Name and Password for the MIS Reports and can be reconciled with the BRAOU Database.

Payment Terms:

Sl. No.	Fees Amount (Rs.)	Service Charges payable to APONLINE - Inclusive of applicable Taxes (Rs.)
1	up to 300	7/-
2.	301 to 500	10/-
3.	501 to 1000	15/-
4.	1001 to 1500	20/-
5.	1501 to 2000	25/-
6	2001 to 3000	30/-
7	3001 to 5000	35/-
8	5001 to 10000	40/-
9	10001 to 25,000	45/-
10	25,001 and above	50/-

Service: 4. Providing SMS Gateway to BRAOU Portal viz., www.braouonline.in

Service Procedure and payment terms

- a) BRAOU Study Center Coordinator sends an SMS (Incoming) to the APOnline SMS Gateway
b) The SMS is forwarded to BRAOU portal Viz., www.braouonline.in through a web service and update the database of BRAOU
c) In case of outgoing SMS, APOnline shall provide web service to BRAOU for broad casting the SMSs.

Payment Terms:

Sl. No.	SMS Type	Service Charges payable to APONLINE –exclusive of Service Taxes (Rs.)
1	Outgoing SMSs	Rs. 0.25 for each SMS
2.	Incoming SMSs	Rs. 0.22 for each SMS

- Services taxes extra
- This SMS gateway service is valid up to 31-12-2014
- The above offer is subject to the changes by the regulatory authorities from to time and shall be applicable.

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REGISTRAR
Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.

[Handwritten Signature]



Annexure-2
Service Order Format and Payment Terms

Service Order Effective Date: < _____ >

All the terms and conditions of the MoU Dt. _____ shall apply herein by this reference. This Annexure 2 upon its execution shall form part of the MoU Dt. _____ signed between BRAOU and APONLINE.

Nature of Services to be provided and Payment Terms

Service Provision Procedure:

Payment Terms:

Sl. No.	Type of service	Total Service charges to be collected from the Applicant	Service Charges payable to APONLINE

IN WITNESS WHEREOF THE PARTIES HAVE SET FORTH THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR AS FIRST ABOVE WRITTEN

For BRAOU


Name: Prof. A. Srinivas
REGISTRAR
Dr. B.R. AMBEDKAR OPEN UNIVERSITY
Designation: Registrar
JUBILEE HILLS, HYDERABAD, A.P.

Date:

Witness:

1.

2.

For APONLINE

Name: Col S. S. Rao

Designation: Chief Operating Officer

Date:

Witness:

1.

2.





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

V. Srikanth AY 448115
V. SRIKANTH

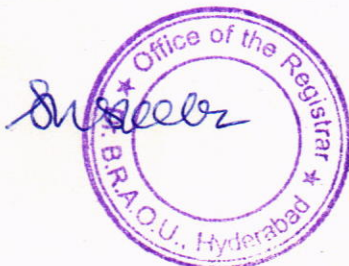
SL. NO. 32447 DATE 17/12/2012
SOLD TO: Prof. A. Sudhakar
No. Dr. M. A. Komarajah R. I. H. Y.
FOR WHCM/IS. Dr. R. R. A. O. U. H. Y.

LICENCED STAMP VENDOR
LIC. No. 15-10-018/2000, REN No. 15-10-012/2012
P. No. 49, Sy. No. 10, Beside Swathi School
Madhapur, Serilingampally, R.R. Dist.
Phone 9493014949

**MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF ONLINE
SUBMISSION OF ET-2013 APPLICATION AND REGISTRATION FEE PAYMENT
SERVICES OF Dr. B. R AMBEDKAR OPEN UNIVERSITY THROUGH APOUNLINE**

This agreement is made on this day of 19-12-2012 between the Dr. B. R AMBEDKAR OPEN UNIVERSITY, initially known as Andhra Pradesh Open University through an Act of Andhra Pradesh State Legislature (APOU Act, 1982) and subsequently, renamed as Dr. B.R. Ambedkar Open University by the Government of Andhra Pradesh (APOU Act, 1992), having its registered office at Prof.G.Ram Reddy Marg, Road No:46-Jubilee Hills, Hyderabad -500033, A.P., India represented by the authorised representative **Prof. A. Sudhakar**, Designation: Registrar, Dr. B.R. Ambedkar Open University (hereinafter called BRAOU) which term shall, unless it be repugnant to the context be deemed to include its successors and assigns) the first party;

AND



APONLINE Limited, a company registered under the Companies Act, 1956, a joint venture between Govt. of AP and TCS and having its registered office at Kohinoor e-Park, Plot No 1, Jubilee Garden, Cyberabad, Hyderabad-500081 represented by the authorised representative **Col. S.S. Rao**, Designation: COO, APOne Ltd. (hereinafter referred to as "APOne", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) the Second Party;

(BRAOU and the APOne are hereinafter collectively referred to as the "Parties" and individually as the "Party")

BRAOU has desired to avail services of APOne Ltd. for online submission of ET-2013 application and Registration fee payment through APONLINE Franchisees. Whereas APONLINE is desirous of providing the services as more specifically detailed in Annexure-1 through APONLINE and it's Franchisees (herein after called Franchisee) to the students of Andhra Pradesh.

Now, therefore, this MoU is executed between **BRAOU & APONLINE** on the following terms and conditions:

SCOPE:

1. This MOU is for implementation of **Providing online submission of applications for ET-2013 and Registration fee payment Services** through APONLINE in the Andhra Pradesh as defined more specifically in Annexure-1 attached herein and subsequently for remittance of the Registration Fees received from Students after deducting the APONLINE share of service fees thereof to the Designated Authority in BRAOU about the transactions.
2. Request for Provision of any **new or additional Services** from time to time will be attended to within 15 days from the date of request by BRAOU to APONLINE subject to the mutual agreement of the same by the parties herein, on such mutually agreed terms. And any such request by BRAOU shall be in the form as provided in Annexure-2 and shall form part of this MoU.
3. APONLINE shall accept payment of BRAOU Registration Fees from Students for ET-2013.
4. APONLINE is authorized to accept the payments from students in cash and e-payments only.
5. APONLINE shall generate a receipt for each payment done at APONLINE and Franchisees duly incorporating the service & payment details.
6. As regards the remittance of collections, APONLINE shall remit the collections of all the Franchisee after deducting its Service Charges to the Designated Authority of BRAOU along with MIS reports on a T+1 day basis and a reconciliation statement, in a mutually agreed



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format should be provided to BRAOU by the next working day (where "T" is the day of actual receipt of amount by APOnline) latest by the following working day subject to State holidays as declared by the State Government of Andhra Pradesh including Saturday and Sunday.

PAYMENTS:

7. In consideration of the Services provided by APONLINE under this MoU to BRAOU, BRAOU shall be liable to pay to APONLINE the Service charges as mutually agreed from time to time depending upon the type of service offered through APONLINE and as more specifically described in the Annexure. APONLINE shall deduct its share in the Registration fees collected from the Student and shall remit the balance of the service fees to BRAOU on the next day of the transaction.
8. APONLINE will make all software modifications that are in the opinion of APONLINE are required for qualitative delivery of services and effective monitoring of services as suggested by BRAOU within 10 days after providing necessary information.
9. APONLINE shall attend the complaints in respect of any technology related issues within time frame of 24 hours.
10. APONLINE shall be responsible to BRAOU for remittances of the amounts actually received from the citizens by APONLINE or its FRANCHISEES towards BRAOU services and be liable for payment of such non remitted amounts to BRAOU.

MIS Reports:

11. APOnline shall send SMS and email to all Designated persons with the details of daily transactions
12. APOnline shall provide online MIS Report to the Registrar, BRAOU, Controller of Examinations, BRAOU and Finance Officer, BRAOU login for monitoring the status at any moment.

Force Majeure:

13. APONLINE shall not be liable for any performance failure in event of the force Majeure.
14. For purpose of this clause, "Force Majeure" means an event beyond the control of the APONLINE and not involving the APONLINE fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the Government in its sovereign capacity, wars or revolutions, fire, earthquake, floods, epidemics, riots, hostilities, quarantine restrictions and freight embargoes.



15. If a Force Majeure arises, APONLINE shall promptly notify the BRAOU in writing of such condition and the cause thereof. APONLINE shall be excused from performance of his obligations in whole or part as long as such force Majeure causes, circumstances or events continue to prevent or delay such performance.

TERM and TERMINATION

16. This MOU shall be effective from Dt.19-12-2012 and unless terminated earlier as per the termination procedure hereunder shall continue to be in force for **01 (ONE) Year**.
17. This MoU may be terminated without cause by either party by giving one month's prior notice in writing.

or

Either Party may terminate this MoU with cause in the event of a material breach by the other and the same not having been remedied, within 15 days of written notice by aggrieved party. Accordingly, the Party seeking termination will provide the other Party with sufficient and reasonable prior written notice of such material breach and the opportunity to cure the same.

18. In the event of this MOU being terminated, BRAOU shall be liable to make payments of all the amounts due under this MOU up to the effective date of termination for which the services have been rendered by APONLINE or its franchisees and APONLINE will remit all the service fee payable to BRAOU under this MOU upto the effective date of termination.
19. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

20. Indemnities and Limitation of Liability

Notwithstanding anything contained herein, in no event shall APONLINE or BRAOU and their employees be liable, one to the other, for special, indirect, incidental, consequential or any other damages, including damages due to lost profits, data, goodwill, image or savings in connection with or arising out of or under the MoU or the Services or deliverables provided by either party under the terms of the Contract.

In no event shall the total liability of APONLINE under this MoU exceed the Service Charges received by APOINLINE under the MOU for the particular Services which gave rise to the claim as of the date such liability arose.



21. ENTIRE AGREEMENT:

This MoU constitutes the entire agreement between the parties and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof. Standard terms and conditions of any party (whether printed on any purchase orders or not) shall have no effect whatsoever. Each party acknowledges that it has not relied on or been induced to enter into this MoU by a representation or warranty other than those expressly set out in this MoU. To the extent permitted by Applicable Law, a party is not liable to another party in Contract or tort or in any other way for a representation or warranty that is not set out in this MoU.

22. Non Exclusivity:

Notwithstanding anything to the contrary contained in this MoU, APONLINE shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by APONLINE either under this MoU out side Andhra Pradesh state.

23. AUTHORITY:

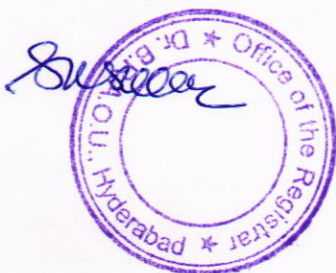
Each signatory to this MoU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MoU to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly complied with.

24. DISPUTE RESOLUTION:

In the event of any dispute/disagreement on any issue arising out of operation of the MoU would be resolved by a Committee consisting of one representative each from APONLINE and authorized representative of BRAOU and in case of any dispute still being unresolved it shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

25. Amendment:

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties on mutual agreement.



26. **Severability:**

Any provision of this Agreement that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

27. **Waiver:**

No term or provision of this Agreement will be considered waived by either party, and no breach consented to by either party, unless such waiver or consent is in writing signed on behalf of the party against whom it is asserted. No consent to or waiver of a breach of this Agreement by either party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement by such party.

28. **Acts or omissions of Other Party:**

Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement by the other Party. The liability of a party shall stand proportionately reduced to the extent the event giving rise to the said liability was a result of or contributed to by any act, omission or contribution of the other party/parties or its employees or agents.

29. **Publicity:**

APONLINE shall be entitled to use the name (and the logo, if any, associated with the name) of BRAOU, in its customer lists, any sales, marketing or promotional material or presentation, to identify the BRAOU as one of APONLINE's customers for the products and services hereunder, and provide for a marketing reference.

30. **Indemnification:**

Each of the party will indemnify the other two parties for its part of failure in its responsibilities specified in this agreement from the claims and litigation raised by the third party beneficiaries in the implementation.

A party (which is accused of commission of a fault) shall have no liability under this clause if the claim is based on: (i) use of altered release of some or all of the deliverables or any modification thereof by other party including, but not limited to, other party's failure to use corrections, fixes, or enhancements made available by the accused-party; (ii) the combination, operation, or use of some or all of the deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by the accused-party; (iii) some or all of the deliverables or the



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modification thereof, which is based on other party's Materials or instructions; (iv) any change, not made by the accused -party to some or all of the deliverables or any modification thereof; or (v) other party's misuse of some or all of the deliverables or any modification thereof.

Provisions for Indemnification: A party shall not be entitled to seek any indemnification from the other party unless such party provides the other party with (i) prompt written notice of any claim, demand or action for which such party is seeking or may seek indemnification hereunder and gives the indemnifying party the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the indemnifying party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the other party, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified party.

31. Confidentiality

(i) Neither party shall improperly use or disclose any Confidential Information of the other party or of a customer. "Confidential Information" means any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the disclosing party

(ii) The receiving party shall:

(a) treat all Confidential Information disclosed to it as strictly private and confidential and take all necessary measures to keep and procure that its officers, agents and employees keep the Confidential Information confidential and to copy Confidential Information only to extent necessary for the proper fulfillment of this Agreement; and (b) use the same standard of care and discretion to avoid disclosure, publication or dissemination of any and all Confidential Information as it employs with respect to such information of its own where unauthorised disclosure, publication or dissemination might cause it substantial harm; and (c) use the Confidential Information only for the purpose of this Agreement; and (d) disclose



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Confidential Information only to those of its officers, agents or employees to whom it is strictly necessary for the achievement of this Agreement and only to the extent necessary for the proper fulfillment of this Agreement, ensuring that such persons are made and kept fully aware of its confidential nature and strictly observe the terms of this Agreement; and (e) not disclose Confidential Information to third parties without the prior written consent of the disclosing party and subject to any terms and conditions the disclosing party may impose on such disclosure, and (f) immediately notify the disclosing party of any unauthorised use, copying or disclosure of the disclosing party's Confidential Information of which the receiving party becomes aware and provide all reasonable assistance to the disclosing party to terminate such unauthorised use and/or disclosure.

- (iii) The confidentiality provisions of this Section shall not apply to any information which
- (i) the recipient can demonstrate was in its possession before receipt,
 - (ii) is or subsequently becomes publicly available without the recipient's breach of any obligation owed the disclosing party,
 - (iii) is disclosed to the recipient without restriction on disclosure by a third party who had the right to disclose such information or
 - (iv) the recipient can demonstrate was independently developed without reliance on any Confidential Information.

(iv) Within ten days of the request of the disclosing party, and in its sole discretion, the recipient shall either return to the disclosing party originals and copies of any Confidential Information of the disclosing party, and all information, records and materials developed from them by the recipient, or destroy the same.

(v) Money damages will not be an adequate remedy if this section is breached and therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or similar equitable relief against such breach.

(vi) The confidentiality obligations of each party shall survive for the term of this Agreement and for a period of five years thereafter.

32. Independent Entities:

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.



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33. Assignments:

Neither party may assign, delegate or transfer this Agreement or any obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. **No Third Party Beneficiaries**

Except as expressly stated herein, nothing in this Agreement shall confer any rights upon any person other than the parties hereto and their respective successors and permitted assigns.

34. Governing Law.

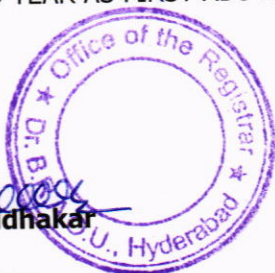
This Agreement shall be governed by and interpreted in accordance with the laws of India and courts at Hyderabad shall have jurisdiction over the subject matter of dispute under this Agreement.

This MoU shall be governed by the laws of India and the courts in Hyderabad shall have exclusive jurisdiction over subject matter of dispute under this MoU.

This MoU is executed in duplicate each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Both parties shall be entitled to keep one original.

IN WITNESS WHERE OF THE PARTIES HAVE SET FORTH THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR AS FIRST ABOVE WRITTEN

For BRAOU



Name: *Prof. A. Sudhakar*

Designation: Registrar

Date: *19.12.12*

Witness:

1.

2.

For APONLINE



Name: *Col. S.S. Rao*

Designation: Chief Operating Officer

Date: *19-12-2012*

Witness:

1.

2.

Sudhakar

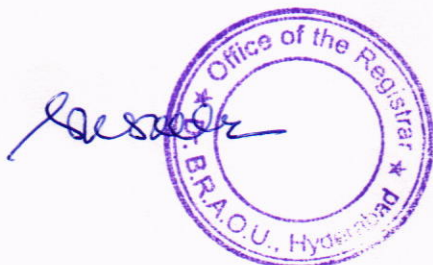
Miranjana Lal Pitty
(MIRANJANA LAL PITY)
Head - citizen services, APONLINE Ltd
K. Ramesh Kumar
(K. RAMESH KUMAR)

ANNEXURE

Nature of Services to be provided and Payment Terms

Dr.B.R. Ambedkar Open University Eligibility Test Service Procedure

- a) BRAOU will arrange for the advertisement for ET - 2013 in the last week of December, 2012 and also provide necessary information to the candidates at the study centres, through University's Web site, and also through other media.
- b) APOnline will design the ON LINE APPLICATION FORMAT and DATA BASE for capturing the data of the applicants by the second week of Dec'2012, in coordination with the officers of DR. BRAOU.
- c) Authorized centres of APOnline accept BRAOU ET - 2013 applications.
- d) Citizens come to APONLINE Franchisee for applying for Eligibility Test with supporting documents.
- e) Franchisee enters the applicant details in the online Application; upload the applicant data along with the photograph and signature of the applicant.
- f) APOnline will send an SMS to the candidates who successfully registered, stating the Reference Number, so as to enable the applicants to verify their details. APOnline centres are also provide a print out copy of the filled - in application form to the candidate for record purposes.
- g) APOnline shall charge amounts as given below per application towards service charges inclusive of all taxes and other expenses if any, and shall be deducted by APOnline from the payables of the BRAOU.
- h) APOnline will provide user name and password to BRAOU Designated Authority to access the MIS reports and to verify the details of the applicants, centre-wise, along with the fee details.



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i) APOnline shall map the franchisee with the BRAOU Study Centers in AP

Sl. No.	Type of Service	Total Registration Fee to be collected from each Applicant	Service Charges payable to APONLINE (Inclusive of applicable Taxes)
1	Eligibility Test – 2013	Rs.235/-	Rs.35/- per application for 1.Design, Development and Hosting of Web Application for the Service 2.Database to be given to BRAOU of the students 3.Entering the applicant details 4.Scanning of Photo & signature 5. Uploading the data with Photo & Signature in the Web application 6.Collecting Registration Fee 7.Printing one page Applicant data for verification 8.SMS & email to the Applicant at the time of Registration 9.SMS & email to the applicant about despatch of Hall Ticket

