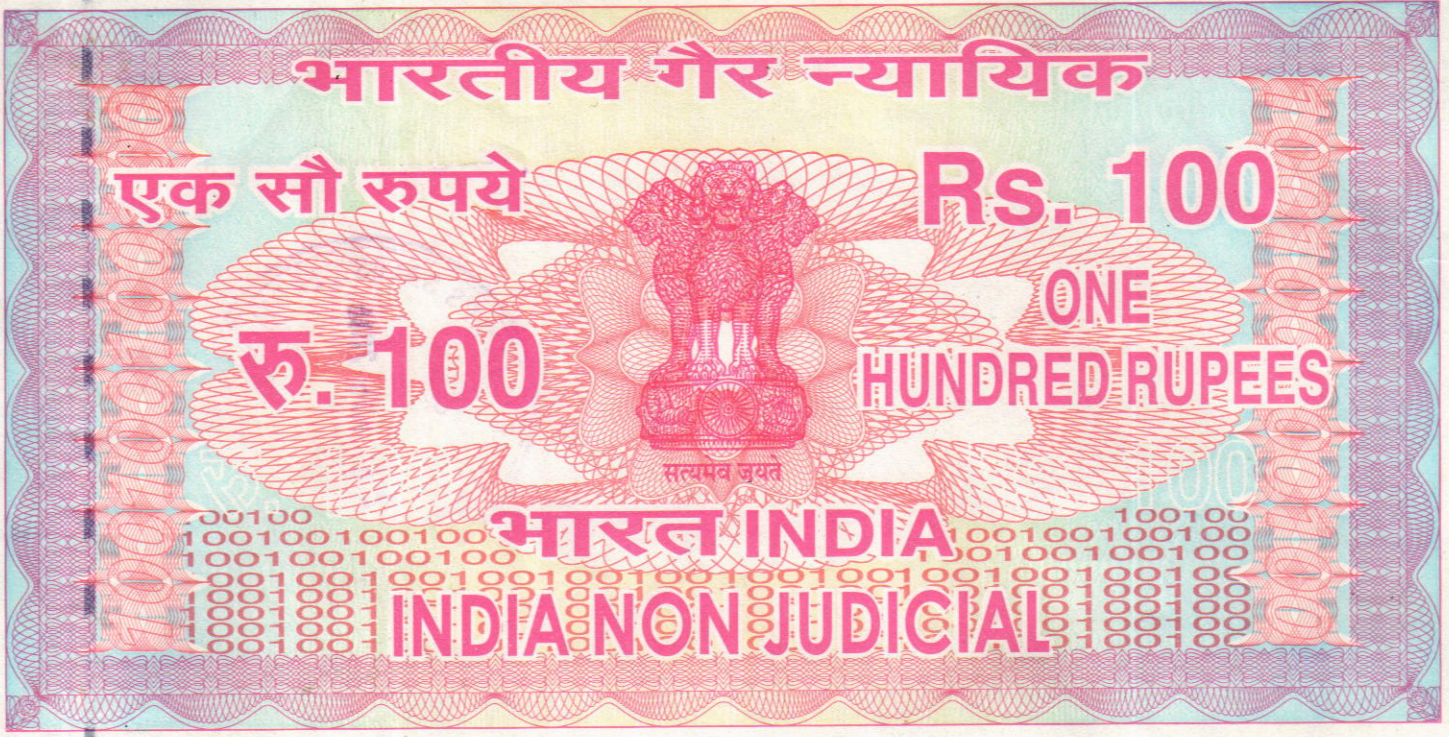


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తెలంగాణ తెలంగాణ TELANGANA

SL.NO..1014..Date 14/02/2017 ₹ 100/-

Sold to: Chandrashekar S/O Anjaiah

FOR WHOM: APTONLINE LIMITED

E 512157
T. Jayanthi
 T.JAYANTHI
 LICENSED STAMP VENDOR
 LIC NO 16-02-046/2012
 RL NO 16-02-015/2015
 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 APTONLINE**

This agreement is made on this day of _____ 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, Telangana, India represented by the authorised representative Prof. C. Venkataiah, Designation: Registrar, Dr. B.R. Ambedkar Open University (here in after called BRAOU) which term shall, unless it be repugnant to the context be deemed to include its successors and assigns) the first party;

And,

[Signature]
 REGISTRAR
 Dr. B. R. AMBEDKAR OPEN UNIVERSITY
 JUBILEE HILLS, HYDERABAD-500 033.



APTOnline Limited a company registered under the Companies Act, 1956, a joint venture between TCS and State Government having its registered office at Kohinoor e-Park, Plot No1, Jubilee Garden, Cyberabad, Hyderabad-500081 represented by the authorised representative Satish K Elaprolu Designation: COO, APTOnline Ltd. (hereinafter referred to as "APTOnline", 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 APTOnline are hereinafter collectively referred to as the "Parties" and individually as the "Party")


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

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

SCOPE:

1. This MOU is for implementation of **providing various online submissions of applications and fee payment Services of BRAOU** through APTONLINE in the States of Telangana and 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 APTONLINE 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 APTONLINE 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. APTONLINE 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.

Page 2


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.



4. APTONLINE is authorized to accept the payments from students in cash and e-payments only.
5. APTONLINE shall generate a receipt for each payment done at APTONLINE and Franchisees duly incorporating the service & payment details.

As regards the remittance of collections, APTONLINE 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 APTOnline) latest by the following working day subject to State holidays as declared by the State Governments of Andhra Pradesh & Telangana including Saturday and Sunday.


PAYMENTS:

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

10. MIS Reports:

- 10.1. APTOnline shall send SMS and email to all designated persons with the details of daily transactions.
- 10.2. APTOnline shall provide online MIS Report to the Registrar, BRAOU, Director (SS), Controller of Examinations, BRAOU and Finance Officer, BRAOU login for monitoring the status at any moment.

Page 3


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.



11. Force Majeure:

- 11.1. APTONLINE 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 APTONLINE and not involving the APTONLINE 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, APTONLINE shall promptly notify the BRAOU in writing of such condition and the cause thereof. APTONLINE shall be excused from performance of its 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. 01/05/2018 and unless terminated earlier as per the termination procedure hereunder shall continue to be in force for Five (5) 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 APTONLINE or its franchisees and APTONLINE will remit all the service fee payable to BRAOU under this MOU up to 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 APTONLINE 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 APTONLINE under this MoU exceed the Service charges received by APTONLINE 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, APTONLINE 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 APTONLINE either under this MoU outside Andhra Pradesh State & Telangana 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.

Page 5


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.



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 APTONLINE 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.

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

APTONLINE 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 APTONLINE'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.

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 fulfilment 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 fulfilment 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

Page 8


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.



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. APTONLINE 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.



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:

Designation:

Date:


Witnesses:

1.

2.


REGISTRAR
(C. VENKATAIAH)

Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.


(Dr. P. Krishna Rao)
Director, AVPR, Dr. BRAOU.


For APTONLINE

Name: **Satish K Elaprolu**

Designation: Chief Operating Officer

Date:

Witnesses:


1. (K. JAGAN MOHAN REDDY)
Dr. manager

2.



ANNEXURE-1


**Service 1: Collection of Eligibility Test, M.Ed., B.Ed., B.Ed., (Spl. Edu.), Eligibility test,
Examination fee Payment, Admission Fee payment and Various Fees Payment**

Service Procedure and payment terms

- a) Citizen comes to APTONLINE Franchisee for payment of Fees
- b) The APTOnline Franchisee enters the application number. The Student Fee details are fetched from the BRAOU portal viz., www.braouonline.in
- c) APTOnline 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 & APTOnline will integrate the above through web services.
- g) APTOnline 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 APTONLINE - Exclusive 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/-


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Service 2: 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 APTOnline 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, APTOnline shall provide web service to BRAOU for broadcasting the SMSs.

Payment Terms:

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

1. Services taxes extra
2. This SMS gateway service is valid up to 31-12-2018
3. The above offer is subject to the changes by the regulatory authorities from time to time and shall be applicable.


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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 APTONLINE.

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 APTONLINE

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

For BRAOU

Name:

Designation: Registrar

Date:

Witness:

1.

2.

For APTONLINE

Name: Satish Elaprolu

Designation: Chief Operating Officer

Date:

Witness:

1.

2.

Page 13


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

