

MC

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EKSPE SOFTWARE SERVICES LLP
AND
Institute of Engineering and Science IPS Academy**

PREAMBLE

EKSPE SOFTWARE SERVICES LLP

Ekspe Software Services LLP (Will refer as "ESSL" further) is a technology & services company with proven expertise in engineering services, software development, Consulting and Mentoring for global enterprises. ESSL is started by seasoned and accomplished IT professionals with a rich blend of complementing expertise essential to make it a successful venture.

Institute of Engineering and Science IPS Academy

Established in the year 1999, affiliated to AICTE, situated at INDORE. The **Institute of Engineering and Science IPS Academy, Indore** (Will refer as "COLLEGE" further) is a leading college of Engineering with an objective of providing quality education. The COLLEGE has been started with a vision to build technology professionals with a practical Industry exposure to be readily deployable in the Industry.

This MOU is between ESSL and COLLEGE, with a primary objective of "Industry – Educational Institutional Interface" on continuing basis for mutual cooperation and benefit for achieving a harmonious blend of strong points from both sides.

This MOU covers the following functions paving way for the institute-industry link.

Following are the areas where we propose to work together to achieve the objectives:

1. Agreed price i.e. INR 4000 per student is inclusive of Software upgrade price INR 3,50,000 and training fee.
2. Solidworks Package will be upgraded till April 2020.
3. All the Solidworks training during the period of this MoU i.e (May 2017 to April 2020) will be conducted by Ekspe Software Services LLP.
4. Since we are using college infrastructure, hence the revenue sharing model will be:
 - a. INR 800 per participant will be allocated to college infrastructure cost.
 - b. INR 3200 per participant will be the training charges including CSWA (Certified Solidworks Associate) certification.
 - c. Revenue Sharing model is defined with following exmple:
For example, assume the no. of participants is 75 then revenue sharing working will be :

		Fees / Student	No of Participation	Total Min Revenue 1st year (2017)	Total Min Revenue 1st year (2018)	Total Min Revenue 1st year (2019)	Total Min Revenue 1st year (2020)	Total Revenue
Total Revenu	Student Fee	₹4,000	75	₹3,00,000	₹3,00,000	₹3,00,000	₹3,00,000	
Revenue Sharing Breakup	Ekspe	₹3,200	75	₹2,40,000	₹2,40,000	₹2,40,000	₹2,40,000	₹9,60,000
	IPS	₹800	75	₹60,000	₹60,000	₹60,000	₹60,000	₹2,40,000

5. Upgrade and Installation of the Software will be done within 2 weeks of signing the MoU.
6. Training Fees will be collected from student by the college only and to be remitted to Ekspe against the Invoice.
7. Payment will be Done in following manner
 - a. 60% of payment within 10 Days of Start of Training
 - b. 40% on completion of training.

8. CERTIFICATION

- a) The certificate will be a certain value addition to the students career.
- b) The certification will be done at the end of courses.

9. GUEST FACULTIES

- a) ESSL, In association with COLLEGE, shall arrange for seminars/Guest lectures from Industry professionals/HR/Placement Agencies/Technology vendors to interface the students with Global industry trends.

10. ACADEMICCONSULTANTS

- a) ESSL welcomes Academic consultation from COLLEGE in areas of mutual agreement. The college faculties are invited to extend their consultation to regular development work at ESSL.

11. PLACEMENT ASSISTANCE

- a) Ekspe Software Services LLPwill assist/help COLLEGE for the placement of certified students..

Both parties (ESSL and COLLEGE) will implement the above functions effectively and both parties will review the functioning of MOU after every training.

VALIDITY

The agreement is valid for a period of 3 years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. The agreement cannot be withdrawn in the middle of the course, currently in progress. However, either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfill of prior obligations otherwise surviving.

FORCE MAJEURE

Neither party shall be liable for nonperformance either in whole or in part of this agreement due to reasons unforeseen and beyond its control. These reasons shall include and be limited to strikes, lockouts, nationalization, acts of God, war and fire. In that event, the other party will be notified immediately in writing detailing full facts of the case and both parties will undertake to arrive at mutually satisfactory solutions to overcome the difficulties arising out of these circumstances.

NON-DISCLOSURE

Except in relation to information that is already in the public domain or required by law, or necessary for the performance of its obligations under this MOU and is accordingly disclosed to its respective officers, employees, representatives or agents each Party must not, without the written consent of the other party, directly or indirectly disclose to any other person, use or permit to be disclosed for nay purpose other than that contemplated by this MOU, any information that is acquired by it about

the other parties affairs under this MOU, or as a consequence of the parties collaboration and must keep all such information strictly confidential and ensure that its officers, employees, representatives and agents keep any such information confidential.

ARBITRATION

ESSL and COLLEGE shall settle any dispute arising out of any clause of this AGREEMENT through mutual consultations between ESSL and COLLEGE. Incase a settlement is not arrived at such dispute(s) will be subjected to provisions of Arbitration & Conciliation Act, 1996. The venue of arbitration shall be in INDORE.

The memorandum of understanding (MOU) is made on this 01st day of May 2017, at **IPS Academy Indore.**

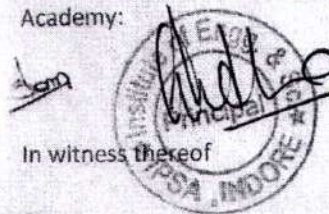
For Ekspe Software Services LLP:

A circular stamp for Ekspe Software Services LLP is stamped over a handwritten signature. The stamp contains the text "EKSPES SOFTWARE SERVICES LLP" around the perimeter and "INDORE" at the bottom.

In witness thereof

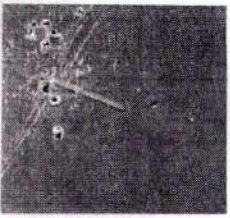
- 1.
- 2.

For Institute of Engineering and Science IPS Academy:

A circular stamp for Institute of Engineering and Science IPS Academy is stamped over a handwritten signature. The stamp contains the text "INSTITUTE OF ENGINEERING AND SCIENCE IPS ACADEMY" around the perimeter and "INDORE" at the bottom.

In witness thereof

- 1.
- 2.



Knowledge, Skill, Value

IPS ACADEMY

16 Colleges, 71 Courses, 58 Acre Campus

ET

Memorandum of Understanding

THIS MOU SIGNED BETWEEN M/S ELECTRONIC APPLIYANCES, UNIVERSAL TRANSFORMERS INDORE (Here after called EA and UT for ease of repetitions.) AND ELECTRICAL AND ELECTRONICS ENGINEERING DEPT. IES IPS ACADEMY, INDORE. (Here after called EX IES IPSA for ease of repetitions.)

This MOU is signed with following understandings:

1. That M/S ELECTRONIC APPLIYANCES, UNIVERSAL TRANSFORMERS are in the business of manufacturing High-Tech systems, involving sophisticated electrical hardware and software, having their manufacturing and system design facilities in Indore.
2. That M/S ELECTRONIC APPLIYANCES, UNIVERSAL TRANSFORMERS are also Distributers for Prestigious Electrical Manufactures like Siemens, CCI, Finolex, BBL, Pheonix, Jef, Rittal etc. As such they have access to many sophisticated technologies from these suppliers.
3. That M/S ELECTRONIC APPLIYANCES, UNIVERSAL TRANSFORMERS are in the said business since 1980 and therefore have a huge industrial client base.
4. That with the ever growing automations and use of Power Electronics systems in industries the problem of electrical energy management has become complex, and needs an in depth analysis of these systems at sites.
5. To provide solutions of such complex problems to their clients skilled man power is required, also the demands of such analysis are not defined due to lack of adequate knowledge and required measuring facilities at individual customer end.
6. Electrical & Electronics Engineering Department of IES IPS Academy have Spare capacity of utilizations of Precision Equipments like Fluke make Power Quality Analyzer, True RMS Measuring Meter and many other equipments, and can provide services to EA & UT customer at site.
7. In the process of Analysis and solutions for problems mentioned in Para 5 above EX IES IPSA and M/S EA & UT will work together to provide solution to customers of EA & UT.

INSTITUTE OF ENGINEERING & SCIENCE

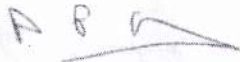
Approved by AICTE, New Delhi, M.P. Government, Affiliated to RGPV, Bhopal

Phone: 0731-4014601-607, Telefax : 0731-4014602

Website : www.ipsacademy.org, www.ipsgroup.in, E-mail: director.ies@ipsacademy.org

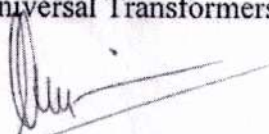
8. The Money received from providing services to EA & UT customers under this understanding will be shared as follows. EA & UT's share 40% and EX IES IPSA' share 60%.
9. This document is only an understanding and there is no commitment from either side. The process to be initiated and after few job trails to understand more about the working modality.

For, Electronic Appliances



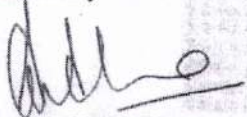
Mr. Anil P. Rathi

For, Universal Transformers

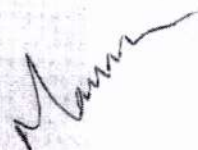


Mr. Sanjay Jain

For IES IPS Academy



Dr. Archana Keerti Chowdhary (Principal)



Mr. Manish Sahajwani (HoD, EX)