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ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH G. RAMESH ACHARI BV 914550  
T. Amala Astoria Raj, Principal Loyola Degree College (S.V.) PULIVENDULA  
L.No. 6/2006, R.No. 6/2016

MEMORANDUM OF AGREEMENT

BETWEEN

Andhra Pradesh State Skill Development Corporation (First Party)

AND

Loyola Degree College (YSRR) (SECOND PARTY)

This Memorandum of Agreement (MoA) is entered into on 2<sup>nd</sup> day of May, 2017. The Andhra Pradesh State Skill Development Corporation, represented by the Pratap Kumar Kar, Chief Finance Officer, APSSDC having its registered office at NTR Administrative Block, 2<sup>nd</sup> Floor, above arrival block, Pandit Nehru RTC Bus Stand, Vijayawada - 520002 (here in after referred to as "APSSDC" or First Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the One Part.

And

The Loyola Education Society, registered under Provisions of Society Registration Act. XXI of 1860 bearing registration number 282/1996; represented by President, of Loyola Education Society, having its registered office at Pulivendula, having an Educational Institution by the name Loyola Degree College (YSRR) located at Bakarapuram, Pulivendula (here in after referred to as "Employability Skills Centre (ESC)" Second Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the other Part.

SAMPATH KUMAR V.C.  
Manager - Projects  
APSSDC, KADAPA.

CORRESPONDENT  
LOYOLA DEGREE COLLEGE (YSRR)  
PULIVENDULA-516 390  
Kadapa Dist (A.P)

## **WHEREAS**

(a) The Government of Andhra Pradesh has a vision to be among the three best states in India by 2022 and to achieve the status of a developed state by 2029. To spearhead the skilling activities at the state level, a separate Department of Skill Development, Entrepreneurship and Innovation has been set up along with its implementing arm - Andhra Pradesh State Skill Development Corporation (APSSDC), the first party, as the forefront of all skilling initiatives in the State. Thus, the Corporation is in the business of promoting skill development and entrepreneurship among different segments in the State of Andhra Pradesh. In its endeavors to enhance the Employability Skills of Under Graduate and Post Graduate course perusing students, the first party intended to establish Employability Skills Centres (ESCs) and progressive UG/ PG colleges/ Autonomous institutions / Govt Colleges / University Campus PG colleges. . In this direction, through this MOA, APSSDC intends to associate with **Loyola Degree College (YSRR)** to train different segments of students and Job seeking youth in systematic enhancement of Employability Skills towards gainful employment for students / Job seekers ;

(b) The Second Party having been into Educational services through its College by name **Loyola Degree College (YSRR)** submitted a proposal to the first party, upon understanding the requirements and functions of proposed Employability Skill Centres (ESCs). As the second party has intention and requirements as per criterion and agreed to provide services to the first party on the terms and conditions as set forth in this MoA.

(c) In pursuance thereof, the parties have agreed to enter into this Agreement.

### **A. PURPOSE:**

The purpose of this MoA is to clarify and sort out the roles and responsibilities of both parties in establishing and managing Employability Skill Centres (ESCs) for UG/ PG studying candidates in Various Degree/PG Colleges/University Campuses to enhance employability of students.


## **ROLES AND RESPONSIBILITIES:**

### **B. FIRST PARTY**

#### **Responsibilities of APSSDC**

B.1 shall prepare over all calendar programs and communicate to Second Party;

  
SAMPATH KUMAR V.C.  
Manager - Projects  
APSSDC, KADAPA.

  
CORRESPONDENT  
LOYOLA DEGREE COLLEGE (YSRR),  
PULIVENDULA-516 390

B.2. Shall Organize Training Programs for all Under Graduate and Post Graduate students. The programs would be of nature, common core (for all students); and modular (elective in nature) and Community specific modules;

B.3 .Shall appoint required manpower to manage and coordinate Trainings in ESCs;

B.3 Shall be installing requisite IT infrastructure as listed in Schedule -1 in the Employability Skills centers (ESCs) in the earmarked rooms by The second party;

B.4. The First Party shall prepare Operational Guidelines for ESC to be followed by both the parties;

B.5. The First Party will take care of insurance, regular maintenance and consumables items pertaining to Hardware provided.

B.6.The First Party shall have right on any undefined business and activity that falls under purview of this MOA.

#### C.SECOND PARTY

C.1 Shall provide the building space in terms of Two (2) Computer Labs and One (1) E-Class room with a minimum seating capacity of 50 each room space at the College premises to the First Party for Establishing the Employability Skill Center allocated to the Second Party. The second party shall ensure adequate furniture and electrical fixtures in the class rooms and labs;


C2. Shall be responsible for ensuring proper physical security of the IT & other electronic Items as per schedule-1. Towards security, the second party shall do necessary arrangements and ensure the security for the items;

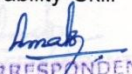
C.3. Shall facilitate trainings for different segments namely students within campus, students from other colleges and job seeking youth and the college shall allow its students to attend programs, take assessments and interviews as per schedule communicated by first party;

C.4 Shall provide separate Toilets to the boys and girls, who undergone training at the Employability Skill Center;

C5. Shall put necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories in the college;

C6. Shall appoint a Centre Coordinator as Single point of contact person (SPOC) for all admin and programme related activities with the Second Party at the Employability Skill Centre for smooth running of the ESC.

  
SAMPATA KUMAR V.C.  
Manager Projects  
APSSDC, KADAPA.

  
CORRESPONDENT  
LOYOLA DEGREE COLLEGE (YSRR)  
BULLIVENDULA-516 390  
Kadapa Dist (A.P.)

C7. Shall actively participate in the ESC Programs, communicate feedback from the college and students, suggesting for betterment of the ESC programs towards maximizing reach;

C8. Shall arrange for common facilities of housekeeping, security, electrical supply, Drinking and Usage water to the Toilets for the Employability Skill Center students;

C9. Shall mark the daily attendance in the suggested mode (manual or bio metric or iris scan or so) by the SPOC of Second Party in coordination with ESC Coordinator.

C.10 Shall facilitating in collecting the registration fee as communicated by the First Party, from the candidates provided by the Second Party.

C11 Shall follow Operational Guidelines of ESCs in maintaining activities in ESCs.

#### **D Responsibilities of Both Parties**

The Both Parties agree that:

D.1 The Parties shall diligently perform their respective obligation under the Arrangement as per the procedure set forth above.

D.2 Neither Party shall share any Confidential Information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.


D.3 The Parties agree to use the Confidential Information only for the purposes of this Arrangement and only as permitted herein under this MoA.

D.4. The ESC shall exclusively be used in program to be assigned by the First Party to Second Party.

**E: Ownership of assets:** the ownership of the IT infrastructure/assets will lies with APSSDC whereas the second party, would be the custodian of the installed assets.

**F. Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the APSSDC and Second party, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings

  
SANPATH KUMAR VC  
Manager - Projects  
APSSDC, KADAPA.

  
CORRESPONDENT  
LOYOLA DEGREE COLLEGE (YSRR)  
PULIVENDULA-516 390  
Kadapa Dist (A.P)

a) **Termination for Default:** The first party may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the second party, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the second party to rectify the breach):

(a) The agreement may be terminated if it is discovered at any stage that the second party has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.

(b) If the second party, in the judgment of the first party, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.

(c) If the second party commits breach of any condition of the Agreement.

(d) If the second party is de-empanelled at any stage during the course of the Agreement.

b) **Termination for Insolvency:** The first party may at any time terminate the Agreement by giving a written notice of at least 30 days to the second party, if the second party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the second party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the first party.


c) **Termination for Convenience** –The first party, by a written notice of at least 30 days sent to the second party, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for the first party's convenience, the extent to which performance of the second party under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the second party may be appropriately compensated for the loss incurred by the Agreement, if any, due to such termination.

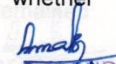
d) **Limitation of Liability** - In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The second party shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training fees and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.

e) **Termination by the Client** – first party may, by not less than thirty (30) days' written notice of termination to the second party, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:

a. The second party fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the first party may have subsequently granted in writing;

b. The second party becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

  
SAMPATH KUMAR V.C.  
Manager- Projects  
APSSDC, KADAPA.

  
CORRESPONDENT  
LOYOLA DEGREE COLLEGE (YSR)  
PULIVENDOLA-516 390  
KADAPA DIST. (A.P.)

- c. The second party fails to comply with any final decision reached as a result of arbitration proceedings;
- d. The second party fails to comply with the decisions of the first party;
- e. The second party submits to the first party a statement which has a material effect on the rights, obligations or interests of the first party and which the second party knows to be false;
- f) **Termination by the second party** - The second party may, by not less than thirty (30) days' written notice to the first party, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- g) Upon termination of this Agreement by notice of either Party to the other Party, the second party shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- h) The first party will reserve the right to cancel the MOA and take back all installed and transferred items as per schedule-1 in the circumstances of the second party's non-cooperation to organize ESC programs to its fullest potential.
- i) The First party shall reserve the decision rights on the scheduled items on completion of tenure of the agreement.

#### F. Representations and Warranties by the Parties


In addition to the above the Parties hereto represent and warrants to other Parties as under:


- a) That it is duly organized and validly existing under the laws of the jurisdiction in which incorporated and has the necessary corporate power and authority under Applicable Laws to carry on its business and or perform its functions.
- b) That this MoA
  - I. is within its powers and has been duly authorized by it; and
  - II. does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.
- c) That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

#### G. PERIOD OF VALIDITY:

This MoA shall become effective from the date hereof and shall be in force for a period of **three years**, unless terminated by mutual consent of the parties.

Each Party shall, however, have the right to terminate this MoA without assigning any reasons by giving prior written notice of 90 (Ninety) days through its authorized signatory. Without prejudice to the above, each Party may terminate this MoA by giving 45 (Forty Five) days notice in the event of breach of any of the terms of this MoA by any of the other Parties, however, such party shall serve a prior notice of its intention to terminate this MoA to the other parties and such event of breach should have remained

  
 Sampath Kumar V.C.  
 Manager - Projects  
 APSSDC, KADAPA.

  
 CORRESPONDENT  
 LOYOLA DEGREE COLLEGE (YSRR)  
 PULIVENDULA-516 390

un resolved/ un rectified within the said notice period of 45 days or such extended period as may be mutually agreed to.

**H. NOTICES:**

Unless otherwise provided herein, all notices or other communications under or in connection with this MoA shall be in English, will be issued in writing and shall be signed by the authorized representative of the issuing / serving Party and may be sent by personal delivery or post or courier or facsimile to the address, facsimile number given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

**I. COMMUNICATIONS AND PUBLICITY:**

The Parties shall consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/ MoA (jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trade mark etc. of each of the parties without obtaining its prior written concurrence to that effect.


**J. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**


MODIFICATION: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties, prior to any changes being performed but all rights reserved by First Party can change any point of time needed.

INFORMATION OWNERSHIP: All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party. First Party will in no way share or distribute any information received with other public or private agencies, organizations, and individuals.

PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts First Party from participating in similar activities with other public or private agencies, organizations, and individuals.

NON-FUND OBLIGATING DOCUMENT: This instrument is neither a fiscal nor a funds obligation document.

  
SAMPATH KUMAR V.C.  
Manager - Projects  
APSSDC, KADAPA.


  
CORRESPONDENT  
LOYOLA DEGREE/COLLEGE (YSRR)  
PULIVENDULA-516 390  
Kadapa Dist (A.P.)


ESTABLISHMENT OF RESPONSIBILITY: This MoA is not intended to, and not create any right benefit or trust responsibility, substantive or procedural, enforceable at law, by a party against First Party or Second Party.

COMMENCEMENT/EXPIRATION DATE: This instrument is executed as of the date of last signature and is effective up to 3 years after end of service and will automatically expire unless extended.

AUTHORIZED REPRESENTATIVES: By signing below, the individuals signed in this document as representatives of First Party, Second Party are authorized to act in their respective areas for matters related to this MoA.

The parties hereto have executed this agreement as of the last written date below.

  
SAMPATH KUMAR V.C.  
FIRST PARTY  
Manager - Projects  
APSSDC, KADAPA.

  
SECOND PARTY  
CORRESPONDENT  
LOYOLA DEGREE COLLEGE (YSRR)  
PULIVENDULA-516 390  
Kadapa Dist (A.P)

Date:

Date:


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, APSSDC

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Witness: -----

Witness: -----

  
SAMPATH KUMAR V.C.  
FIRST PARTY  
Manager - Projects  
APSSDC, KADAPA.

  
CORRESPONDENT  
LOYOLA DEGREE COLLEGE (YSRR)  
PULIVENDULA-516 390  
Kadapa Dist (A.P)

**MEMORANDUM OF UNDERSTANDING**

**(MoU)**

**BETWEEN**



**EXCEL R EDTECH PVT.LTD**

**And**



**LOYOLA DEGREE COLLEGE (YSRR),  
PULIVENDULA YSR DISTRICT ANDHRA PRADESH**



**FOR**

**Student & Faculty Development Programs on  
Different Emerging Software Technologies**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as the 'MOU') is entered into on this **12<sup>th</sup> day of November** month **2024**

(Date 12/11/2024),

by and between

**EXCEL R EDTECH PVT. LTD,**

(Hereinafter referred to as the 'First Party')

and

**LOYOLA DEGREE COLLEGE (YSRR)**

**PULIVENDULA YSR DISTRICT ANDHRA PRADESH**

(Hereinafter referred to as the "Second Party",

(**First Party** and **Second Party** are hereinafter jointly referred to as

'Parties' and individually as the 'Party')

### WHEREAS:

1. The **First Party** is an EdTech company: **EXCEL R EDTECH PVT.LTD**, specializing in student and faculty development through training in emerging technologies.
2. **Second Party** is a Higher Education Institution: **LOYOLA DEGREE COLLEGE (YSRR) PULIVENDULA YSR DISTRICT ANDHRA PRADESH**
3. **First Party** & **Second Party** believe that collaboration will promote effective use of resources and create enhanced opportunities for both institutions.
4. The **Parties** intend to cooperate and focus their efforts within the areas of Skill-based training, Education, and Research.
5. Both **Parties**, being legal entities, desire to enter into this MoU to advance their mutual interests.



ExcelR Edtech Pvt.Ltd

49, 1<sup>st</sup> Cross, 27<sup>th</sup> Main, behind Tata Motors, 1<sup>st</sup> Stage, BTM Layout, Bengaluru, Karnataka 560068

Email: [enquiry@excelr.com](mailto:enquiry@excelr.com) | 1800-212-2120(Toll Free)

[www.excelr.com](http://www.excelr.com)

**NOW, THEREFORE, in consideration of the mutual promises set forth in this MoU, the Parties hereby agree as follows:**

## **CLAUSE 1: CO-OPERATION**

1. **Communication Channels:** Both Parties will establish channels of communication to enhance collaboration and growth within their respective organizations.
2. **Training Delivery:** ExcelR will act as the training delivery partner for the Second Party on various trending technologies to be conducted as Student Orientation Sessions, Student Development Programs, Faculty Development Programs through the National level Calendar events conducted as Everyday Learning Program (EDL) in a Live Online format.
3. **Expert Faculty Utilization:** Cooperation will include the utilization of ExcelR's faculty expertise for the development of suitable training systems for students and employees of both organizations through Faculty Development Programs through the National level Calendar events conducted as Everyday Learning Program (EDL) in a Live Online format.
4. **Exploration of Additional Areas:** Both Parties agree to explore additional areas of cooperation that may be mutually beneficial.
5. The **Parties** shall cooperate and promptly enter into relevant agreements, deeds, and documents (hereinafter referred to as the "Definitive Documents") as may be required to give effect to this MoU.



## **CLAUSE 2: SCOPE OF THE MoU**

1. **Curriculum Customization:** The First Party will offer valuable inputs to the Second Party to customize curricula, ensuring that students are prepared for the current industrial scenario.
2. **Teaching Methodology:** The First Party will provide strategic guidance and valuable inputs to develop teaching and training methodologies. The goal is to bridge the gap between academic learning and practical industry requirements, thereby enhancing students' employability in emerging fields.
3. **Training on Emerging Technologies:** The First Party will provide training to students and faculty of the Second Party on technologies such as Data Science, Data Analytics, Artificial Intelligence, Tableau, Python, etc to be conducted as Student Orientation Sessions, Student Development Programs, Faculty Development Programs through the National level Calendar events conducted as Everyday Learning Program (EDL) in a Live Online format or e-learning format

ExcelR Edtech Pvt.Ltd

49, 1<sup>st</sup> Cross, 27<sup>th</sup> Main, behind Tata Motors, 1<sup>st</sup> Stage, BTM Layout, Bengaluru, Karnataka 560068

Email: [enquiry@excelr.com](mailto:enquiry@excelr.com) | 1800-212-2120(Toll Free)

[www.excelr.com](http://www.excelr.com)

4. **Skill Development Programs:** The First Party will train students of the Second Party to bridge the skill gap and make them industry-ready to be conducted as Student Orientation Sessions, Student Development Programs, Faculty Development Programs through the National level Calendar events conducted as Everyday Learning Program (EDL) in a Live Online format or e-learning format.
5. **Guest Lectures:** The First Party will extend necessary support for delivering guest lectures on technology trends and industry requirements to be conducted once in every 6 months as Student Orientation Sessions in a Live Online format.
6. **Faculty Development Programs (FDP):** The First Party will train faculty members on industrial requirements, considering the National Occupational Standards where applicable to be conducted as Faculty Development Programs through the National level Calendar events conducted as Everyday Learning Program (EDL) in a Live Online format.
7. **Collaboration through National SDP, FDP:** The First Party will collaborate with the Second Party as Collaborating Academic Partners once in a year for providing training to students and faculty Nationally on technologies such as Data Science, Data Analytics, Artificial Intelligence, Tableau, Python, etc to be conducted as Student Development Programs, Faculty Development Programs through the National level Calendar events conducted as Everyday Learning Program (EDL) in a Live Online format or e-learning format. The First party will also see options for slots of collaboration with the Second Party for more than once in a year, subject to availability of free slots.



### CLAUSE 3: FREE EVERYDAY LEARNING (EDL) INITIATIVE

The First Party will offer free training to students and faculty members of the Second Party under the **Free Everyday Learning (EDL) initiative**, which is aimed at empowering both groups by enhancing their skills and aligning them with industry standards.

The EDL initiative has two primary components:

1. **Student Development Program (SDP):** Focuses on equipping students with emerging technology skills, preparing them for the current job market.
2. **Faculty Development Program (FDP):** Upskills faculty members in pedagogy, research, and advanced technologies to help them align with industry needs and develop their students accordingly.
3. There is **no financial commitment from the Second Party** for enrolling students and faculty in the free training offered by the First Party under this initiative.
4. Upon written request, the First Party will provide training records and certificates to the Second Party for its students, subject to the discretion of the First Party.

5. If the Second Party seeks customized commercial training, a separate proposal document will be initiated with mutually agreed terms.

#### **CLAUSE 4: INTELLECTUAL PROPERTY**

1. The First Party will retain sole rights to the curriculum and related content provided during the training, which may not be replicated or copied without its consent.
2. **Confidentiality:** Each Party will hold confidential any information disclosed during and after the term of this Agreement and will not disclose such information to third parties without prior consent unless required by law.

#### **CLAUSE 5: VALIDITY**

1. This MoU is valid for a period of two (2) years from the date of signing.
2. Learning Management System (LMS) access will be offered for 12 months.
3. Either Party may terminate this agreement by providing 30 days' written notice. Upon such termination, this MoU shall lose its validity without any legal obligations or bindings on either Party.

#### **CLAUSE 6: RELATIONSHIP BETWEEN THE PARTIES**

1. Both Parties are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership.
2. Neither Party shall use the other Party's name or create any obligation or liability, expressed or implied, on behalf of the other Party without prior written consent.
3. Neither Party shall represent itself as having authority to make agreements, pledge credit, or extend credit on behalf of the other Party under the terms of this MoU.



**AGREED:**

FOR: EXCEL R EDTECH PVT LTD


**Srinivas Reddy Gurrula**  
Director  
ExcelR Edtech Pvt. Ltd

Authorized Signatory

GST: 27AAEFE5003F1ZX

TIN: HYDE02965

FOR: LOYOLA DEGREE COLLEGE (YSRR),  
PULIVENDULA YSR DISTRICT ANDHRA PRADESH

  
PRINCIPAL  
LOYOLA DEGREE COLLEGE (YSR)  
PULIVENDULA - 516 390

Rev Fr Dr T. Anila Ar. Seika Raj Sj  
Principal


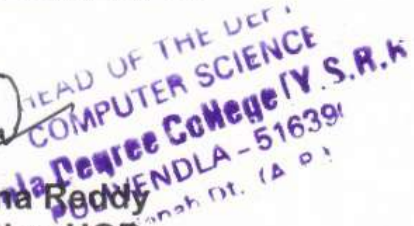
Loyola Degree College (YSRR),  
Pulivendula YSR District Andhra Pradesh

Authorized Signatory

**Witness:**


**Witness 1: Mr. Manikanth Melmani**  
ExcelR Edtech Pvt Ltd

  
**Witness 2: M Ramana Reddy**  
Designation HOD,  
Computer Science  


11-Nov-2022

## Welcome to Oracle Support

RAMANA REDDY MANDLI  
ramanareddy@loyoladegreecollegeysrr.ac.in  
LOYOLA DEGREE COLLEGE(YSRR), PULIVENDULA  
3/7/7 , BAKRAPURAM  
YSR KADAPA  
Andhra Pradesh 516390

On behalf of Oracle Corporation, Oracle Support Services would like to thank you for your recent purchase of Oracle products and technical support services. Our support services team is ready and committed to assist you in protecting the investment you have made.

With your purchase, you now have access to Oracle's exclusive web support portal which provides you secure, real-time access to critical and timely information related to your investment in Oracle's technical support services. Please visit the Oracle Support website at <http://www.oracle.com/us/support/index.html> where you will find information about technical support service descriptions, technical support policies, technical support news and events, and internet seminars.

You can also access Oracle technical support services through one of the industry leading web-based customer support systems:

- **My Oracle Support**

To register for My Oracle Support, please use your **Customer Support Identifier ("CSI")** number below. If you are already a registered user, please add the CSI number(s) below to your existing My Oracle Support user profile. To access My Oracle Support, [click here](#).

- Review [My Oracle Support - How-to Training Videos](#) and quickly learn about key features of My Oracle Support in just a few minutes.
- Learn more about My Oracle Support features and capabilities by attending **My Oracle Support Essentials** sessions. To view the current schedule and to register [click here](#).

- **Support interfaces for recently Acquired Products**

Oracle is committed to ensuring that you receive specific product support as we transition recently acquired companies into Oracle's framework of technical support services and tools. To access the appropriate support portal for your product, please go to: <http://www.oracle.com/us/support/support-integration/index.html>

### **Technical Contact Information**

As the technical contact for LOYOLA DEGREE COLLEGE(YSRR), PULIVENDULA, you are the individual designated within your organization who may contact Oracle Support Services to resolve technical issues.

If your order with Oracle allows international deployment of programs to your subsidiaries or includes hardware that has been relocated outside the country of delivery, please communicate the relevant CSI in this email to persons in those countries who will be technical contacts with Oracle.

**Technical Support Service and Products Details**

Order Number: 40598784

<b>Service Start Date</b>	<b>Service End Date</b>	<b>Service Level</b>		
25-OCT-2022	24-OCT-2024	Software Update License & Support		
Product		CSI	Serial Number	Quantity
Oracle Academy: Institution Level License Bundle - Nonstandard User		26080530		1

**Customer Support Identifier Information:**

**Your Customer Support Identifier number is 26080530**

**Note:** Please call Oracle's local country [Support Hotline](#) if you are not the designated technical contact or if you have any additional questions.

Oracle provides a complete and fully integrated global technical support service portfolio supported by over 50,000 development engineers and customer support specialists ready and able to support you. We hope you will take advantage of our outstanding technical support services including 24/7 technical assistance, powerful proactive support resources, and product updates.

Welcome to Oracle and enjoy your access to Oracle Support Services.

Sincerely,  
Oracle Support Services

## ORACLE ACADEMY INSTITUTION MEMBERSHIP AGREEMENT

This Oracle Academy Institution Membership Agreement (“Agreement”) is between Oracle India Private Limited (“Oracle”) and the entity that has executed or otherwise accepted and agreed to the terms of this Agreement (“You”) for the delivery and use of the Benefits.

### 1. DEFINITIONS

- “Academy Website” refers to the Oracle website located at <https://academy.oracle.com>.
- “Accredited” means an educational program or institution that meets specific educational standards established by the relevant governing body.
- “Benefits” refers to the Programs, Services, Training, and Materials provided under this Agreement pursuant to the then-current Oracle Academy Institution program description set forth at <https://academy.oracle.com/en/membership-benefits.html>. Oracle may post updates to the Benefits and program description from time to time at its sole discretion.
- “Class” refers to an educational class that (i) You provide to Students in accordance with this Agreement; (ii) includes use of the Benefits; (iii) an Educator teaches for the sole purpose of teaching Students as part of Your regular curriculum following Your standard class formats; and (iv) You provide as part of an Accredited educational program.
- “Educator” refers to an individual that You authorize to teach a Class and who meets the requirements in the section below entitled *Your Responsibilities*. Each Educator shall create a faculty account via the Academy Website to identify themselves as authorized by You to instruct a Class and to obtain access to the applicable Benefits.
- “Educator Materials” refers to the teaching materials provided by Oracle under this Agreement for Educators to teach Classes.
- “Materials” refers to Student Materials and Educator Materials, collectively.
- “Programs” refers to (a) Oracle software owned or distributed by Oracle and made available to You for download, (b) Program Documentation; (c) any Program updates acquired through technical support, and (d) web-based applications that Oracle may host remotely for You to access and use in furtherance of this Agreement provided by Oracle at its sole discretion. The then-current Programs are identified in the Benefits.
- “Program Documentation” refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.
- “Separate Terms” refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.
- “Separately Licensed Third Party Technology” refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
- “Services” refers to services provided by Oracle to You as part of the Benefits, which may include Materials (as further defined above), Training, remote hosting services, technical support, or other Oracle services.
- “Student” refers to a student enrolled in a Class.
- “Student Materials” refers to the materials provided by Oracle under this Agreement for use by Students in conjunction with the applicable Class.
- “Training” refers to a remote or in-person training event delivered by Oracle or an authorized Oracle Academy partner to Your Educators covering the use of the Programs, Benefits, and Materials.

### 2. ORACLE’S RESPONSIBILITIES

Oracle will provide the Benefits for use by Your Educators and Students subject to the terms and conditions of this Agreement.

### 3. YOUR RESPONSIBILITIES

You must meet any member responsibilities for using any Benefits that may be detailed at the Academy Website or at <https://academy.oracle.com/en/membership-benefits.html>. Oracle may modify such responsibilities and requirements at its sole discretion with at least thirty (30) days’ notice to You. Oracle may require additional validation of Your, Your Educators’, or Your Students’ eligibility to use any Benefits and reserves the right to reject requests from You to use such Benefits at Oracle’s sole discretion. You agree that you will be responsible for each Educator’s

and each Student's compliance with this Agreement except as set forth in the section below entitled *Student License Agreement*.

#### **4. RIGHTS GRANTED**

Subject to the terms of this Agreement, You are granted a non-exclusive and non-transferable right and license to:

1. Access and use the Benefits, solely for the purpose of teaching Classes at an Accredited educational institution (such use specifically excludes Your use for data processing, business, production or commercial purposes or any other purpose);
2. Allow each Educator to access and use the Benefits solely for the purpose of teaching a Class; and
3. Allow each Student in a Class to access and use the Benefits solely for the purpose of participating in a Class.

In the event that Oracle makes certain cloud-based Benefits available to You, You agree to be bound by the terms and conditions applicable to such Benefits set forth at <https://academy.oracle.com/en/membership-benefits.html> and any additional terms which may be presented at the time that You access such Benefits. At all times during the services period for any cloud-based Benefits, You must maintain a current, valid membership in the Oracle Academy. In the event this Agreement expires or is terminated, the service period and your right to use any cloud-based Benefits will immediately terminate. Oracle cloud services are described and governed by the applicable service specifications. Cloud services are provided based on Oracle's policy for the applicable cloud services at the time they are ordered and those policies are subject to change.

Oracle may cancel or reschedule Training and discontinue or revise the Benefits or change the fee structure, if any, of the Benefits at any time at its sole discretion. Your use of certain Benefits may require that You agree to additional terms with Oracle.

#### **5. DISTRIBUTION RESTRICTIONS**

Subject to the terms of this Agreement, You may distribute Materials to:

1. Each Student in the Class for the sole purpose of taking that Class, and
2. The Educator teaching the relevant Class for the sole purpose of conducting that Class.

You may download Materials directly from Oracle only. Oracle may cease providing support for Materials at its discretion. You may copy the Programs for Your licensed use in order to teach the relevant Class.

You have the right to host the Programs for the sole purpose of teaching Classes, provided that You make the Programs accessible in a secure manner only to Students enrolled in the offering. You have the right to contract with a third party for hosting services provided that (a) such contract is consistent with this Agreement in its protection and use of the Programs, (b) all such Programs hosting is only for Your benefit and use, and (c) You shall remain fully responsible for the performance of the third party hosting service provider. Oracle will not have any liability to You or any third party for claims related to Your hosting services.

#### **6. STUDENT LICENSE AGREEMENT**

Students will be responsible for their use of Programs on their personal computers and/or other devices provided they first accept and agree to the Oracle Student License Agreement made available by Oracle. You may not permit or enable Students to install copies of the Programs on their personal computers and/or other devices or computers that do not remain on Your premises (excluding computers that remain on Your premises such as in a computer lab) unless each such Student accepts and agrees to the Oracle Student License Agreement prior to obtaining and installing any such Programs. For the purpose of this Agreement, Your premises do not include dormitories or other living or dining accommodations.

#### **7. OWNERSHIP AND RESTRICTIONS**

Oracle or its licensors retain all ownership and intellectual property rights to the Programs and Materials. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to You under this Agreement resulting from the Services.

The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of this Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by this Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of this Agreement.

You may not:

- remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the Programs, Materials, or deliverables resulting from the Services available in any manner to any third party for use in the third party's business operations;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or de-compilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs); or
- disclose results of any Programs or Services benchmark tests without Oracle's prior written consent.

## **8. SUPPORT**

During the term of this Agreement You may receive the following support:

1. Membership and web-based application support.
2. Technical support for Programs pursuant to Oracle's then current technical support policies, which are available at <http://oracle.com/contracts>. The technical support policies are incorporated in this Agreement and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the term of this Agreement.

## **9. RECORDS AND AUDITS**

You will maintain books and records relating to the provision of Classes under this Agreement in accordance with the record keeping standards in Your jurisdiction, if any. Upon at least forty-five (45) days written notice, Oracle may audit Your Classes and Your use of the Programs, Services and Materials, and other materials acquired by You under this Agreement. You agree to cooperate with any such audit and provide Oracle with reasonable assistance and access to information. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit. If the audit identifies non-compliance with this Agreement, You agree to remedy (which may include, without limitation, the payment of any fees for additional licenses for Programs) such non-compliance within 30 days of written notification of that non-compliance. If You do not remedy the non-compliance, Oracle can end (a) the Services (including technical support), (b) the Program licenses and/or (c) this Agreement.

## **10. TERM AND TERMINATION**

This Agreement shall be effective upon You executing it or otherwise accepting and agreeing to the terms of this Agreement and acceptance by Oracle and this Agreement shall remain in effect for two (2) years. Upon the expiration of such two (2) year period, this Agreement will automatically renew for an additional two (2) year period unless either party elects to terminate this Agreement by providing written notice to the other party no less than six (6) days prior to the applicable expiration date or in the event that Oracle is no longer offering the Oracle Academy program for renewal.

In the event that this Agreement expires or is terminated for any reason, all Benefits, and all rights and/or licenses to the Programs, Materials, and Services under this Agreement shall automatically terminate.

Either party may terminate this Agreement for convenience at any time upon ninety (90) days written notice. Additionally, an Educator may terminate his or her account associated with Your institution and issued under this Agreement at his or her discretion. If an Educator terminates his or her account and that Educator is the sole registrant of Your institution under this Agreement, this Agreement will automatically terminate. Further, in the event an Educator behaves in a manner that Oracle, at its sole discretion, deems unprofessional or not in keeping with the intent of this Agreement while teaching a Class or attending training, Oracle reserves the right to terminate this Agreement and/or terminate such Educator's participation upon written notice to You, effective on the date of the notice. Additionally, Oracle may immediately terminate this Agreement in the event that it determines, in its reasonable

discretion, that Your membership account has been inactive for a prolonged period of time. Otherwise, if either party breaches a material term of this Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement.

Provisions that survive termination include those relating to warranty disclaimer, limitation of liability, and others which by their nature are intended to survive. Upon termination or expiration of this Agreement, You will return or destroy all Programs and Materials provided to You, Your Educators, and Your Students under this Agreement.

#### **11. WARRANTIES AND DISCLAIMERS**

**THE PROGRAMS, MATERIALS AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. ORACLE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU SHALL NOT MAKE ANY WARRANTY ON ORACLE’S BEHALF.**

You warrant and represent that Your acceptance of free Oracle Academy program membership and/or Benefits (i) will not influence public procurement or any public decision; and (ii) is permitted under Your applicable local laws, regulations and internal policies.

#### **12. LIMITATION OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE’S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT OR ONE THOUSAND U.S. DOLLARS (INR 82,846.30).**

#### **13. NONDISCLOSURE**

By virtue of this Agreement, the parties may have access to information that is confidential to one another (“Confidential Information”). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential Information shall be limited to the terms of this Agreement and information required for the performance of obligations under this Agreement that is clearly identified as confidential at the time of disclosure.

A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree not to disclose each other’s Confidential Information to any third party other than those set forth in the following sentence for a period of three (3) years from the date of disclosure. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing shall prevent either party from disclosing the terms under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the Confidential Information to a governmental entity as required by law.

#### **14. ORACLE LOGO AND TRADEMARKS**

Oracle grants You a non-exclusive, non-transferable right and license to use, during the term of this Agreement, the Oracle Academy logo on Your marketing materials solely to promote Classes in conjunction with Your other course offerings. Your use of the Oracle Academy logo shall strictly comply with the Oracle Academy Logo Guidelines set forth at [https://academy.oracle.com/pages/academy\\_guidelines.pdf](https://academy.oracle.com/pages/academy_guidelines.pdf). You shall not use the Oracle Academy logo in a manner that misrepresents Your relationship with Oracle or is otherwise misleading, or that reflects negatively on

Oracle. All products and services in connection with which You use the Oracle Academy logo shall conform to Oracle's quality standards and meet or exceed industry standards. You shall cooperate with Oracle to allow for review of Your use of the Oracle Academy logo and compliance with Oracle's quality standards. If Oracle, in its sole discretion, determines that Your use of the Oracle Academy logo is not in compliance with this Agreement, You shall promptly modify or discontinue Your use of the Oracle Academy logo as directed by Oracle. Oracle may change the Oracle Academy logo and Oracle Academy Logo Guidelines, and, upon reasonable notice from Oracle, You shall promptly modify Your use of the logo to conform to any such changed Oracle Academy logo or Oracle Academy Logo Guidelines. You acknowledge that You are granted no rights with respect to Oracle trademarks except as expressly set forth herein, and agree that any use of the Oracle Academy logo by You shall inure to the sole benefit of Oracle. You agree to provide reasonable assistance to Oracle in connection with the protection and prosecution of Oracle trademarks. You agree not to use Oracle trademarks or potentially confusing variations of Oracle trademarks (including "Ora") as a part of any of Your trademarks, product names, service names, company name, or Internet addresses.

## **15. EXPORT**

Export control and economic sanctions laws and regulations ("Export Laws") laws and regulations of the United States and any other relevant local export laws and regulations apply to the Programs, Materials and Benefits. You agree that such export control laws govern Your use of the Programs (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations, which restricts access to Oracle's controlled technology by citizens of prohibited countries or territories, wherever located). You agree that no data, information, Program and/or Materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

## **16. PARTICIPATION AND PRIVACY**

Oracle may collect certain information from and share certain information about You, Your Educators and Your Students in connection with Your registration for, and Oracle's provision of, certain products and services. With respect to such collected information, Oracle will abide by the Oracle Privacy Policy, a current version of which is set forth at <http://www.oracle.com/privacy>.

You agree that Oracle may publicize Your participation in the Oracle Academy Member Directory. Oracle may permit You and Your Educators registered under Your membership to view information pertaining to Students and other Educators registered under Your membership in order to facilitate Your institution's membership and Oracle's provision of certain products and services. In accordance with the following paragraph, You shall not provide any personal information pertaining to any minor Students. You also represent that you have provided any required notices and obtained any required consents and authorizations from Your Educators and Students related to the foregoing.

Oracle is a company focused on serving the needs of businesses and does not generally promote or market its services to minors. As an educational outreach program, however, Oracle Academy Benefits may be used by Oracle Academy members in the course of delivering educational services to minors. You shall not provide any personal information pertaining to minors to Oracle in connection with this Agreement, including any data subject to the Family Educational Rights and Privacy Act (FERPA). If You believe that Oracle has mistakenly or unintentionally collected personal information of a minor without appropriate consent, please notify Oracle via the Data Privacy Inquiry Form available at <http://www.oracle.com/privacy> so that Oracle may promptly delete the information and make other necessary corrections.

## **17. ENTIRE AGREEMENT**

You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy) are the complete agreement for the Benefits, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Benefits. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement. It is expressly agreed that the terms of this Agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the programs and/or services ordered. Except

as otherwise expressly permitted herein, this Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle. Any notice required under this Agreement shall be provided to the other party in writing.

## **18. OTHER**

Oracle is an independent contractor, and the parties agree that no collaboration, joint venture, or agency relationship exists between the parties. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. The relationship between the parties is not exclusive.

If the Ministry of Education (MOE) or equivalent organization in Your country controlling You has executed a collaboration agreement for the Oracle Academy ("Oracle Academy Collaboration Agreement"), and if You are listed in the Collaboration Agreement, such Collaboration Agreement shall supersede and prevail over this Agreement with respect to any conflicting terms during the applicable term of such Collaboration Agreement. You hereby agree that You have reviewed the terms of such Collaboration Agreement and agree that any conflicting terms shall serve to modify this Agreement such that the conflicting terms in the Collaboration Agreement shall apply to this Agreement with full force and effect.

This Agreement is governed by the substantive and procedural laws of India and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in New Delhi in any dispute arising out of or relating to this Agreement.

If You have a dispute with Oracle or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle India Private Limited, 7th, 8th & 9th Floor, One Horizon Center, DLF Golf Course Road, DLF City V, Sector 43, Gurugram, Haryana 122003, India, Attention: General Counsel, Legal Department.

You may not assign this Agreement or give or transfer the Programs, Services and/or any Benefits or an interest in them to another individual or entity.

Except for actions for nonpayment, an Educator's unprofessional conduct, breach of confidentiality obligations, or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

You understand that Oracle's business partners, including any third party firms retained by You to provide hosting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Oracle subcontractor under this Agreement.

For software (i) that is part of Programs and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

Last updated August 22, 2022

# Memorandum of Understanding (MoU)

*Between*

**Loyola Degree College**

*and*

**Skill Academy by Testbook**

**October 28, 2022**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MoU ”) is entered into as of **October 28, 2022** (the “Execution Date”) by and between, **Loyola Degree College**, (hereinafter referred to as “**Loyola Degree College**”

AND

**Testbook Edu Solutions Pvt. Ltd.** ( PAN: AASCS8515R and CIN: U72200MH2013PTC241118), a private limited company incorporated under the Companies Act, 1956, engaged in providing online educational courses to students, having its registered office at 1st and 2nd Floor, Zion Building, Plot no. 273, Sector No. 10, Kharghar, Navi Mumbai, Raigarh, Maharashtra – 410210 (hereinafter referred to as “**Skill Academy** ”, which expression shall unless repugnant to the context or meaning thereto shall mean and include its successors and permitted assigns) represented herein by its Director, Mr. Ashutosh Kumar, duly authorized by its board of directors vide resolution dated 16th November 2019.

“Parties

**WHEREAS:**

A. Skill Academy will provide its services under **Skill Academy Campus Program** for use by Loyola Degree College in respect of “**End Users**” (all students who are presently enrolled in any program with the institution), in accordance with the terms and conditions set out herein.

B. Pursuant to the foregoing, the Parties have agreed to enter into this MoU to set forth the terms and conditions of their arrangement in the following sections.

As a part of this MoU, both the parties have identified and hereto agree to the following responsibilities respectively:

### 1. RESPONSIBILITIES

#### 1.1 Responsibilities of Skill Academy

A. Skill Academy with the help of Loyola Degree College shall get all the willing students of Loyola Degree College to register in the Skill Academy Camp with email ID & contact number to avail the services & benefits.

B. There will be no financial implications involved between Skill Academy and Loyola Degree College during the “Term” (defined hereafter) of this MoU, the end-users will get the following benefits under Skill Academy Camp.

- Complete Preparation for Job & Internship - Activities for a period of 1 year which would include Live Aptitude Tests & Company Specific Mock Tests.
- Live Bootcamp from Top Industry Experts (Minimum of 25)
- Free Access to all the content under Testbook Pass for a period of 1 month
- Chance to get internships & full-time job opportunities through various competitions.

**TESTBOOK EDU SOLUTIONS PVT. LTD.**

1<sup>st</sup>& 2<sup>nd</sup> Floor, Zion Building, Plot No. 273, Sector – 10, Kharghar, Navi Mumbai - 410210

CIN: U72200MH2013PTC241118

C. **Student Performance Dashboard** which will provide real-time performance analytics of student engagement & performance to college management.

- Student Performance Dashboard will be created only after **Loyola Degree College** has shared all the details mentioned in **Annexure I**
- Performance of those students will only be included who register in the Skill Academy Camp.

## 1.2 Responsibilities of Loyola Degree College

- To help Skill Academy team with the necessary **College Details Information (Refer Annexure-I)** which is required to create a Students Performance Dashboard for **Loyola Degree College**
- To spread the awareness about the benefits of Skill Academy Camp among college students through all means possible in the capacity of college management like Issuing Notice, email, SMS, Whatsapp, Facebook, LinkedIn, etc
- To help Skill Academy Team in promoting various Live Sessions, Skills Bootcamps, Aptitude Tests, etc among college students through all means possible so that a maximum number of students can be benefitted.
- Facilitate in forming a Whatsapp Group with Placement Cell Representative and Skill Academy team which would act as a common point of interaction/communication

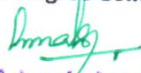
## 2. Other provisions:

- This MoU shall be valid for an initial period of 1 (one) year from the Execution Date ("**Term**") unless terminated earlier by Parties.
- Skill Academy shall keep all the data collected from the students confidential and shall NOT share/disclose to anyone in any form whatsoever without prior written permission from the students. Skill Academy also agrees that the data collected shall be used for the purpose envisaged in this MoU and not for any other purpose.

## AGREED AND ACCEPTED:

For and on behalf of Loyola Degree College

Signature



Name:

Dr. T. Amaja Arockia Raj, S.J.

PRINCIPAL

Title:

Loyola Degree College (YSRR)

Date: 28.10.2022

PULIVENDULA, Kadapa (Dt.)

Director Name & Email Id:

loyola1993.pvl@gmail.com

Director Contact Number:

7013742220

For and on behalf of Skill Academy by

TESTBOOK EDU SOLUTIONS PVT LTD

Signature



Name: Ashutosh Kumar

Title: CEO

Date: 3 Nov 2022

**TESTBOOK EDU SOLUTIONS PVT. LTD.**

1<sup>st</sup> & 2<sup>nd</sup> Floor, Zion Building, Plot No. 273, Sector - 10, Kharghar, Navi Mumbai - 410210

CIN: U72200MH2013PTC241118

## ANNEXURE I

### STUDENT PERFORMANCE DASHBOARD

Student Performance Dashboard (SPD) has been designed to give the college management the real time visibility of performance of their students. College management will be able to do pin down the list of both types of students - the one who are doing well and can be potential candidates for most of the companies as well as the one who seeks more attention on their job preparation. This will help college increase their overall campus placements.

SPD will provide the dedicated report of students performance participating in various activities like Aptitude Test, Live Bootcamps and Industry Expert Sessions. Following insights can be drawn from the dashboard.

- **Year & Department Wise Student Performance**
- **Detailed Aptitude Test Report:** You can export the details of all the tests which includes students details along with their Marks, Accuracy Percentage, College Rank, Global Rank.
- **Registration & Attendee Information of all the Live Bootcamps**

[Refer the Sample Dashboard - Click here](#)

**IMPORTANT:** All Partner Colleges are required to share their campus details in the prescribed format at the time of MOU signing. Once college profile is created on our CRM with these details, we start enrolling the students. Once students are enrolled, they receive regular updates and links to participate in the various job preparation events.

**Download the Spreadsheet:** [Click here](#) <Copy of this sheet with your college data are to be submitted along with MOU>

#### Acknowledgement:

I hereby declare that I have attached all the details mentioned in the spreadsheet & all the provided details are correct.

TPO Name: *M. Ramana Reddy*

Signature: *M. Ramana Reddy*