TERMS AND CONDITIONS FOR

PROVIDING SOFTWARE FINISHING SCHOOL PROGRAM

To KONGU ARTS & SCIENCE COLLEGE, ERODE

1. PROJECT DEFINITION

1.1 Scope and Term of Services

This agreement made and executed from the date of **2nd May 2012** between **KALS INFORMATION SYSTEMS LTD,** a Software company incorporated in India and having its principal place of business at Rudra Chambers, 4/1, 4th Main, 9th cross, Mallewaram, Bangalore 560003, Karnataka, India (hereinafter called "KALS") of one part.

and **KONGU ARTS AND SCIENCE COLLEGE,** an Academic Institution incorporated in India and having its principal place of business at Nanjanapuram, Erode 638 107, Tamil Nadu, India (hereinafter called "Kongu")

Details of the Project, Location, Services, Commencement Date, Contract Period and Service Rate are specified in clauses below.

1.2 Project Relationship

KALS and Kongu hereby agree to enter into a preliminary Contract, for KALS to conduct Microsoft .NET Software Finishing School Program for the designated 50 Pre-Final year MCA Students (2012-2013 batch) at **KONGU ARTS AND SCIENCE COLLEGE,** Nanjanapuram, Erode 638 107, Tamil Nadu, India

2. SERVICES

2.1 Commencement and Duration

KALS must ensure that the Training program is commenced as per the schedule given below. (ie. within 6 weeks from the date of contract sign off). The duration of this contract would be restricted to the scope of this training programme for the designated 50 Pre-Final Year MCA STduents of Kongu.

Phase 0	May 14th 2012	Assessment of Students (Technology & Aptitude)
Phase 1	Monday, May 14th 2012 to Saturday, 31st May 2012 (16 Days)	Course on Logical Analysis, SQL and Fundamentals of C#, ASP.NET
Phase 2	Support Phase – June to August	Remote Support Phase 2 Visits
Phase 3	Saturday, August 25th 2012 to Friday, September 5th 2012 (10 Days)	Refreshing Course on ASP.NET and Mini-project
Phase 4	Monday, January 21st 2013 to Saturday, February 9, 2013 (3 Weeks)	Execution of Final Semester project

2.2 Extension of Services

KONGU shall negotiate directly with KALS (and not with the Mentors/Developers of KALS) for any changes in the Training Programme requirements or extension of the Training Period.

If any change or variation is proposed, KONGU and KALS must use their reasonable efforts to confirm the new arrangements definitely at least 30 days prior to the beginning of this training programme

2.3 Definition of Services

KALS has proposed to offer "Software Finishing School Program" to Kongu's Nominated Students on Microsoft .NET Technologies, with the following objectives:

- To get Students to practice various practical Logical Problems (generic & project specific)
- To get Students to learn the basics of SQL
- To get Students to learn the fundamentals of C# and ASP.NET
- To get Students to do a mini-project (1 module from a project)
- To get Students to do a final year project using proper SDLC methodology
- To get Students to understand the Interview tips & techniques

KALS shall depute an efficient team comprising of a Technical Mentor and Developer for this course.

KALS responsibilities:

- To monitor the daily/weekly activities as per the project plan
- To review the training programe schedule and monitor progress
- To consolidate weekly reports to be submitted to Kongu
- To have a review with the trainees, for periodic improvement
- To conduct the training programmes according to the plan
- To track the schedule and meet the deadlines

Kongu:

- Ensuring Students participation (Target: 50)
- Training Infrastructure for Students (Hardware & Software)
- PC for Mentor
- Internet Access
- Lab Assistants
- Access to Papers/Printers/Photo-Copiers

- Boarding & Lodging Accommodation for Mentors

The Services include attending Kongu as per the scheduled given in Clause 2.1 (that is on all working days, excepting Sundays or other holidays and normally allowed leave for reasons such as being sick)

Kongu shall provide the required infrastructure (Training environment for Students and KALS Mentors) at Kongu's site, for Training purposes.

KALS shall derive a training syllabus & Training evaluation parameters. Students Performance evaluation will be done on a daily / weekly basis and the reports will be shared with Kongu.

KONGU shall provide feedback to KALS at the end of every phase, about the Training Progress. Absence of this feedback from KONGU, shall indicate that the performance is Good on all counts and KONGU is fully satisfied with the Training.

KALS Deliverables:
- ❖ Microsoft .NET Course Schedule and Course Structure
- ❖ Pre-training evaluation results
- ❖ Attendance Sheet
- ❖ Trainee Evaluation Sheets
- ❖ Training Progress Update (Weekly Reports / Updated Project Plan)
- ❖ Trainees feedback
- ❖ Course Completion Details
- ❖ Training Materials
  - o Soft copies of Reference Material (Documents, PDF files)
  - o Presentation materials (PPT)
  - o Sample Code
  - o Project Specifications

2.4 Termination

2.4.1 KONGU may terminate the services of KALS during the contract period only in either of these two cases:

{a} Immediately, if KALS Mentors/Developers:

(i) Is identified guilty of misconduct or serious acts of indiscipline.

(ii) Fails to perform the Services or fulfill any obligations in this agreement within a reasonable period of time, and does not rectify that failure within thirty (30) days of KONGU giving the KALS Mentors/Developers written notice with details of failure, providing such failure being attributable solely to the contract personnel, KONGU may request KALS for replacement of the Mentors/Developers.

{b} Exactly at the end of this Training Programme

2.4.2 KALS may terminate this Agreement in whole by giving not less than thirty (30) days written notice to KONGU

2.5 Replacement Mentors/Developers

If the Mentor/Developer is found to be in-efficient in the Training, KONGU could provide sufficient feedback/proof for inefficiency & recommend replacement of the personnel. KALS may provide a suitably skilled and qualified replacement for Mentor / Developer on the same terms as the replaced personnel for subsequent phases, or as otherwise agreed by the parties.

If KALS terminates the contract with respect of a particular Mentor/Developer, KALS may provide a suitably skilled and qualified replacement for Mentor/Developer on the same terms as the replaced personnel for subsequent phases, or as otherwise agreed by the parties.

3. **RATES & PAYMENT**

3.1 Service Rate & Payments
    KONGU will pay in INR as per the addendum for each of the Training Phases as described in Clause 2.1.

    KALS would charge all inclusive sum of Rs. 4,50,000 (Rupees Four Lakh Fifty thousand only) – **all-inclusive cost**, for a batch of 50 Pre-Final Year MCA Students, as the course fee.

    The payment terms are as follows:

    40% at the end of Phase 1
    30% at the end of Phase 3
    30% at the end of Phase 4

    An official invoice would be issued on the last working day of completion of each Phase. Payment must be made within seven days (7) days of receipt of KALS's invoice.

3.2 Expenses

Travel to KONGU's premises at Nanjanapuram, Erode 638 107, Tamil Nadu would be borne by KALS. Any travel to other sites would be reimbursed by KONGU.

Kongu will arrange for Boarding & Lodging of KALS Mentors & Developers.

4 Non-Disclosure

4.1 Any confidential information provided by KALS Team, in connection with the provision of the Training must be held in the strictest confidence both during and after the Training Period.

4.2 All Proprietary Intellectual material supplied to Kongu by KALS, including business / technical proposals, course materials, course syllabus, sample code, project specifications, documentation, reference materials, assignments, test papers as well as all information both in electronic and written form relating to this Finishing School Program, shall continue to remain Intellectual property of KALS and copyrighted.

Kongu shall not use this material for the purpose of learning for Students other than the designated 50 MCA Pre-Final Year Students (2012-2013 batch)

4.3 For the purpose of this clause "confidential information" includes all information given or disclosed by KALS, or created during the performance of the Service, if:
   (a) That information is identified as confidential or proprietary to KALS
   (b) Kongu Management & Students ought reasonably to have known that the information was

   proprietary or confidential to KALS. But does not include information which
   (i)   Is, or becomes public knowledge without the fault of Kongu;
   (ii)   Is, or becomes available to Kongu from a source other than a party associated with the performance of this agreement; or
   (iii) Is independently developed by Kongu outside the scope of this agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Inventions & Development
All contents which KALS offers, produces, evolves, discovers or invents during the course of providing the Services or arising from the Services is the absolute and exclusive property of KALS.

5.2 Assignment of Copyright
All materials provided/shared by KALS to Kongu are Copyrights of KALS.

6. DISPUTE
This agreement shall be governed by the laws of the Government of India. If any dispute relating to the provision of the Services or the interpretation or application of this agreement is not resolved between the parties within a period of twenty-eight (28) days from the dispute first arising, that dispute must be referred to a mediator agreed by the parties.

KALS Information Systems Ltd   **Kongu Arts and Science College**

By: ....   By: ....

Name: Name:

Designation: Designation:

Date: Date: