MEMORANDUM OF UNDERSTANDING

महाराष्ट्र **MAHARASHTRA** ◑ 2018 ◑   TE 418255

This **MEMORANDUM OF UNDERSTANDING** (herein after referred to as "MoU") is entered into on this 14th day of March 2018

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००२०

17 APR 2018

सक्षम अधिकारी

BETWEEN

CodeChef, a non profit educational initiative of Directi - an internet software products company, incorporated under the Indian laws, situated at Directiplex, Next to Andheri Subway, Old Nagardas Road, Andheri (East), in Mumbai, India and represented by its Senior Technology lead Mr. Anup Kalbalia, herein after referred to as "**CodeChef**" which expression unless repugnant to or inconsistent with the context shall mean and include its business assigns and successors of the FIRST PART.

Manipal University Jaipur established vide the Act No. 21 of 2011, Government of Rajasthan, having its registered office at Dehmi Kalan, Jaipur-Ajmer Expressway, Near GVK Toll Plaza, Jaipur, Rajasthan 303007 India herein after referred to as "**MUJ**" and represented by the Registrar, Prof. Vandana Suhag, which expression, shall unless repugnant to or inconsistent with the context mean and include its successors-in-interest and assigns of the SECOND PART;

The Codechef and MUJ shall hereinafter be severally referred to as "Party" and collectively referred to as "Parties".

WHEREAS CodeChef conducts monthly programming contests and is working constantly to better the programming scenario in India. Various initiatives were taken to achieve the goal including the latest Certification Program on Data Structures & Algorithms which is the main correspondence of this MOU.

WHEREAS MUJ offers various UG and PG degree courses in the field of engineering to the student community.

NOW THIS MOU WITNESSETH AS FOLLOWS:

A. <u>Objectives of this MoU</u>:

To conduct Certification Exam on Data Structures & Algorithms under a proctored environment which will help students and professionals in the field of Computer Science to add a skill that is durable and to advance their careers.

B. ROLES AND RESPONSIBILITIES OF CodeChef:

I.   To provide a fee to MUJ (Exam Center) as under:

  a) For the utilization of MUJ infrastructure - Rs. 300 per exam day per seat.

  b) To the IT support person - Rs. 1000 for every day exam support (plus Rs. 500 for each additional batch on the same day)

  c) To the Exam Invigilator - Rs. 1500 per day of exam (per lab) (plus Rs. 500 for each additional exam on the same day)

II. To mention the institution on our website as our Exam Partners

III. To provide a registration discount to students of MUJ when they signup for the CCDSAP exam. This discount will vary based on the number of signups

we receive from the college for a single exam event. Below are the discounts based on the number of registrations:

15 registrations	10% discount
25 registrations	20% discount
50 registrations	30% discount

C. ROLES AND RESPONSIBILITIES OF MUJ:

I. **Seats:** To accommodate a minimum of 50 students at a time for each test. This can even be done in multiple labs (lesser the number of labs, the better). This also means that there have to be those many systems available. The details of these systems are provided below.

II. **Availability**

   a) To host the exams on Sundays/Saturdays (usually once in a month)

III. **Duration / Timing:** The exams may happen in multiple batches on the same day at different time slots, with a maximum of three batches in a day.

IV. **Staff Requirement**

   a) To provide one person from the institution's IT Support team who should to be able to set up the systems with the given software. This is a one time requirement as the same systems will be used subsequently.

   b) To provide one person from the institution's IT Support team who should to be available during the exams for any technical assistance related to the systems/network. As mentioned above, we will pay them a fee of Rs. 1000

3

for every exam day support (with an addition of Rs 500 for each additional exam that may happen on the same day)

c) To provide Exam Invigilators (1 per lab, for a maximum of 40 students) who will be monitoring/invigilating the conduct of the participants. The Exam Invigilator is a critical part of this program and they will have to follow the instructions and guidelines that we will be providing them. As mentioned above, we will pay them a fee of Rs. 1500 for every exam day support (with an addition of Rs 500 for each additional exam that may happen on the same day)

V. **Other Facilities**

a) To allow the participants to use washrooms and supply water to them

b) To provide Internet connectivity & seating place to the Contest Managers (this can be done even in the labs)

c) The Institution shall provide a workable space/room with basic amenities for the staff of CodeChef to facilitate relevant activities for successful outcome of joint events.

VI. **System Requirements**

The systems are expected to meet the following requirement:

a) Hardware Requirements

1. CPU: Intel Core i3 or above

2. RAM: 4GB (preferably 8GB)

3. LAN support

4. User disk space: 20+ GB

5. A good Keyboard

6. A well-functioning Mouse

7. 20 GB of additional space on HDD for installing another OS as dual boot.

8. Network: Reliable Internet connection (preferably with a bacMUp) via LAN

b) Software Requirements: To achieve the software requirements, we will provide an ISO image of the OS that will have all the necessary softwares installed. Instructions and online support will be provided by CodeChef staff in achieving this.

D. Points to note

a) The center will not be responsible for loss of any private belongings of the participants

b) Center will be notified about the count of seats which will be used (per exam day) at least two days in advance and the fee will be paid as per the number.

c) If the number of the registrations from your center does not meet the minimum criteria, CodeChef reserves the right to cancel or postpone the exam.

E. Payment Terms

a) 100% of the payment will be made within 7 days after the receipt and acceptance of the invoice.

F. Joint Responsibilities

Promotion for the programmes undertaken shall be advertised/ propagated through respective websites of the parties. Each institution shall appoint one member of its staff to co-ordinate the program on its behalf.

G. Notices

Any notice required or permitted to be given under this MOU shall be delivered (i) by electronic mail (email), (ii) by personal delivery, certified mail, postage prepaid,

5

or recognized overnight delivery services to the address of the other party specified in this MoU, or to such other addresses as a party may designate by written notice in accordance with this section by courier.

H. CONFIDENTIALITY

No Party shall, at any time, disclose to any third party, any confidential information of the other party, which is acquired pursuant to this MoU without the prior written consent of the other party, such consent shall not be unreasonably withheld.

I. PRESENTATION TO THE PUBLIC

The Parties hereby consent and authorize each other to identify and represent the MoU and/or the specific collaborative projects agreed herein and subsequently, to the public in written announcements, releases, publications, advertisements, mailings on any media, or by oral presentations as may seem appropriate, provided that the other party has been duly informed of the public presentation in advance.

As and when appropriate, and from time to time, both the parties agree to make joint press releases to keep the global community apprised of the outcomes of this MoU.

J. AMENDMENTS

This MoU may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the Parties.

K. DURATION & TERMINATION

This MOU shall commence on the date of its execution by the Parties and shall remain in force for a period of 12 Months. This MoU is renewable on expiry of the agreement, in writing, unless terminated at any time, by either party with a two-months written notice to the other party.

The termination of this MOU shall not affect the implementation of the programs established under it prior to such termination. The MoU can be terminated by either party with a two-months written notice to the other party.

L. Force Majeure

If any Party is prevented from performing any portion of the Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services, or by an act of god, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

M. Survival of Terms

The Provisions of the Agreement, which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied.

N. Entire Agreement

The Agreement supersedes all prior oral and written representations or agreements between the Parties as to the subject matter of the Agreement. Except as otherwise provided in this Agreement, all amendments and changes to the Agreement must be in writing and signed by both parties.

O. No Agency

The Parties are independent contractors. Neither the Agreement terms nor any services provided will be construed to create an employment, agency or partner relationship between the Parties.
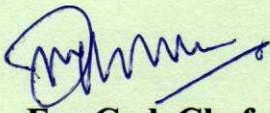
P. Arbitration

If there is a dispute relating to any aspect of this MOU, Directors of each of the Party will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. Further, ANY unresolved dispute shall be referred to a sole Arbitrator to be appointed by the parties herein, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be in Jaipur and the Arbitration proceedings shall be conducted in English Only. The Jurisdiction of the Court shall be only at Jaipur.
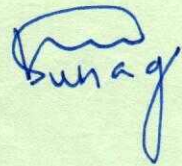
IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

For CodeChef

Name: Anop Kalbalia

Designation Tech. Lead

WITNESSES:
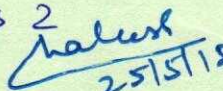
1. Tojo Chacko

2.

For Center

Name: Prof Vandana Suhag

Designation Registrar

Witness. 1

Dr Amit Jain
Director SMM & Advisor IP

witness 2
25/5/18
Mr Mahesh Jangid
Assitant Professor
CSE Dept

8