

DRAFT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) records the understanding arrived between JIL Information Technology Ltd. - Creators of Computer Aided Teaching having its development center at 64/4, Site IV, Sahibabad Industrial Area. Dist. Chaziabad (UP) and its registered office at 54, Basant Lok, Vasant Vihar, New Delhi hereinafter called JILIT and Sarva Shiksha Abhiyan Mission, Govt. of Mizoram hereinafter called SSA having its registered office at DIET Complex, Chaltlang Aizawl, Mizoram, for the sale of 500 Computer Aided Teaching (CAT) Capsules per school by JILIT to SSA for use in 50 Govt. Schools located in various Districts of Mizoram.

Objective :

To jointly promote a multimedia based, classroom centric and computer aided teaching tool to empower the teachers of Govt. Schools of Mizoram. This agreement lays down the terms and conditions of sale of Educational content software i.e. 500 CAT capsules per School for 50 Govt. Schools produced by JILIT and responsibility of both the parties in its effective utilisation for class room teaching purpose.

Terms and Conditions :

1. JILIT shall pre-load a total of 500 capsules in 50 Govt. Schools as identified by SSA Mizoram.
2. SSA will pay Rs.100/- per CAT capsule per school as one time sale price to JILIT.
3. The CAT capsule as per the syllabus of Govt. schools in Mizoram will be selected by a team of two teachers deputed by SSA, Govt. of Mizoram to JILIT. The cost of travel of these teachers to JILIT and back will be borne by SSA, Govt. of Mizoram. However, arrangements for board and lodging for the teachers for three days shall be made by JILIT.
4. Rs. 500/- per teacher for four days will be charged by JILIT to SSA towards teacher's training.
5. Rs. 1,500/- per expert per day for 05 days will be charged toward board and lodging charges for JILIT resource persons.
6. The cost of travel in respect of JILIT resource persons will be levied to SSA as per SSA rules i.e. Train from Delhi to Kolkata (to & fro) and Kolkata to Aizawl by air vice versa.
7. The CAT capsules will be loaded on hard disk of different PC's in each School.
8. JILIT shall provide 04 days basic teachers training to user's teachers on Computer Aided Teaching Software. SSA will identify the teachers to be trained and will earmark the location of each training place.
9. In case of any functional problem JILIT will provide repair/maintenance of CAT capsules free of cost for a period of one year and subsequently on payment of nominal charges. However, the cost of travel, board and lodging of JILIT technical person will be borne by SSA.
10. Both the parties shall take necessary action to ensure implementation of CAT from 1.9.2008.

11. SSA in consultation with JILIT will arrange for the installation and maintenance of hardware and standard software(s) as specified below in at least one classroom at each of the schools :-
- (a) One Pentium IV, 512 MB RAM, 80Gb HDD with WIN 2000/Win XP OS, and suitable UPS.
 - (b) One 29" colour TV with suitable base plate for mounting it above/near the greenboard.
 - (c) One PAL Converter.
 - (d) One Hasp-Key.
 - (e) One Wooden Cabinet (optional) for housing PC.

Payment Terms :

SSA shall pay one time price of CAT capsule @ Rs. 100/- per capsule for 50 Govt. Schools i.e. 25000 capsules (500 capsules per school) at a total cost of Rs. 25 lakhs (Rupees Twenty Five lakhs only) as terms of payment given below :-

- (a) 20% of the cost i.e. Rs. 5.00 lakhs (Rupees Five lakhs) only will be paid by SSA to JILIT with the order.
- (b) The balance of 80% of the cost i.e. Rs. 20.00 lakhs (Rupees Twenty lakhs only) and the cost of teachers training including, travel, board and lodging of JILIT resource persons as per actuals will be paid by SSA to JILIT on completion of the implementation of the project and teacher's training.
- (c) In addition, all taxes and duties levied by the Govt. as per actuals as applicable will be paid by SSA, Govt. of Mizoram.

Arbitration and Jurisdiction :

In case of any disputes arising between the parties (SSA and JILIT) in respect of implementation of CAT undertaken and rendered by the JILIT or the payments agreed to be made by the SSA or in respect of any other term in this MOU, the parties undertake to settle the same by mutual negotiation and in case no such settlement is arrived at after mutual negotiations, an arbitrator shall be appointed for resolving any or all the disputes that may arise between the parties as per the law applicable. The sole arbitrator shall be appointed by SSA, Govt. of Mizoram whose decision in this regard shall be final and binding between the parties.

MOU Effective Date :

This Memorandum of Understanding shall be effective from the date of signing by both the parties.

Signed this day the Third of July, Two Thousand Eight.

For Sarva Shiksha Abhiyan

For JIL Information Technology

Sign :

Sign :

Name :

Name :

Designation :.....

Designation :.....

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Witness (1)

Witness (2)

Sign :

Sign :

Name :

Name :

Designation :.....

Designation :.....

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