



## LETTER OF UNDERSTANDING

### Between

Rajarshi Shahu Mahavidyalaya, Latur (Department of Computer Science) and

Skills Factory Learning Pvt. Ltd, Pune

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Ascent



#### LETTER OF UNDERSTANDING

- This Letter of Understanding ("Agreement") is made on this 10<sup>th</sup> day of February 2020 and is effective from 15<sup>th</sup> February 2020 ("Effective Date") by and between:
- Skills Factory Learning Pvt. Ltd., a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at Venkateshwara House, 1<sup>st</sup> Floor, Office # 3, Opp. Kalinga Hotel, Near Sharda Center, Off Karve Road, Pune 411004 (India) (hereinafter referred to as "SFLPL", which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns), OF THE FIRST PART;

### AND

Rajarshi Shahu Mahavidyalaya, Latur, established by Shiv Chhatrapati Shikshan Sanstha, Latur and affiliated to Swami Ramanand Teerth Marathwada University, Nanded, (Maharashtra), India and having its registered address at Opposite Central Bus Stand, Kaku Seth Ukka Marg, Chandra Nagar, Latur-413512 (Maharashtra), India (hereinafter referred to as "RSML"), which expression shall unless it be repugnant to the context or meaning there of, shall be deemed to mean and include its successors and assigns), OF THE SECOND PART;

SFLPL and RSML are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

#### WHEREAS

- A. SFLPL will be providing teaching and training services to Rajarshi Shahu Mahavidyalaya, Latur, for certain specified Cyber Security Certificate courses as per Memorandum of Understanding entered into on 10 February 2020 vide a separate document
- RSML has agreed to avail of the services vide the above mentioned Memorandum of Understanding
- C. Initially, two courses are offered:
  - (1) Certificate Course in Cyber Security
  - (2) Certificate Course in Digital Ethical Hacking

#### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### 1. Definitions

- 1.1. "Enrolled Student" means a student who has enrolled for the Cyber Security Certification Courses at RSML and whose fees have been received by SFLPL as per determined share (70% SFLPL share and 30 % RSML share plus applicable taxes).
- 1.2. "Program Fees" or "Course Fees" shall mean the total amount chargeable by RSML to each

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Enrolled Student towards the Cyber Security courses run by SFLPL and RSML.

### 2. Course Fees and share

- 2.1. The fees decided per student is as follows:
  - (a) Certificate Course in Cyber Security fee is Rs. 6,000/- (Rs. Six thousand only) plus GST as applicable. Currently GST is 18%. GST will be charged as applicable under current laws.
  - (b) Certificate Course in Digital Ethical Hacking fee is Rs. 8,500/- (Rs. Eight thousand five hundred only) plus GST as applicable. Currently GST is 18%. GST will be charged as applicable under current laws.
- 2.2. RSML will pay SFLPL 70% of the decided fees per student per course plus GST. RSML will retain as its share the balance.
- 2.3. RSML shall provide SFLPL a statement of Enrolled Students who have enrolled for the training programs, no later than 7 (seven) calendar days from the launch of any such program batch ("Enrolled Students Statement"). RSML will make the first tranche of payment of SFLPL's share of the fees (plus applicable taxes) through cheque, demand draft or RTGS not later than seven calendar days from the commencement of the course.

#### 3. Taxes

3.1. SFLPL shall raise on RSML a tax invoice under applicable law(s) against each Enrolled Student Statement issued by RSML.

## 4. Schedule of Payment to SFLPL

- 4.1. RSML will pay to SFLPL 70% (seventy percent) of SFLPL's share within seven calendar days from the date of Enrolled Students Statements.
- 4.2. The balance 30% (thirty percent of SFLPL's share will be paid within seven days from the date of holding assessment exams.
- .3. The assessments will be held not later than seven calendar days from the date of completion of the course.
- 4.4. If the assessment is delayed beyond seven calendar days, the payment of the balance 30% shall be made not later than 14 calendar days from the date of completion of the course, irrespective of when the assessment would be held.

# 5. Tax deduction at source (TDS)

- 5.1. TDS if deducted should be clearly shown in the payment voucher or in a letter from RSML stating the amount of TDS deducted and the gross amount from which it was deducted.
- 5.2. Until the deducted TDS amount is reflected in Form 26AS or in a TDS certificate issued by RSML, the amount so deducted will be deemed as outstanding and liable to be paid to SFLPL.

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- 6. Validity
- 6.1 This Letter of Understanding will remain valid until all outstanding dues of SFLPL are settled including issue of TDS certificates.
- 7. Terms
- 7.1. The parent document of this Letter of Understanding is the Memorandum of Understanding entered into for the delivery of courses
- 7.2 This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, SFLPL and RSML have executed this Agreement as of the Effective Date.

For Skills Factory Learning Pvt Ltd

Name: Mr. Amol Bagal Authorized Signatory

Designation: Manager - Sales

Rubber stamp

In the presence of

Name: Dr Renuka Londhe

Address: Rajarshi Shahu Mahavidyalaya, Latur

For Rajarshi Shahu Mahavidyalaya, Latur

Name: Dr. Mahadev Gavhane

Authorized Signath Shahu Mahavidyalaya,

Designation: Principal LATUR

Rubber stamp

Name: Dr E. U. Masumdar

Address: Rajarshi Shahu Mahavidyalaya, Latur