

Dharwad - 580003, (Karnataka) (hereinafter referred to as the 'University')

And

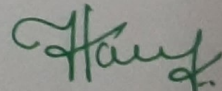
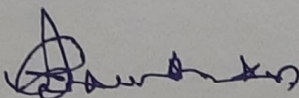
Kakade Career Academy (KCA) registered under the Government of Karnataka Department of Labour, having its registered office at 1st Floor, Krishna Mansion, Head Post Office to Hindi Prachara Sabha Road, UB Hills, Dharwad – 580 001 (Karnataka), acting through its authorized signatory Sri Ravishankar G. Kakade (hereinafter referred to as the 'KCA')

Whereas,

1. Karnatak University under its Non-Formal Education Programs, is intending to provide Online and Classroom (offline) coaching for 'Competitive Examination' for present and past students of the University and for general public
2. In this connection, after the approval of University Syndicate, University invited Expression of Interest in Government of Karnataka, eProcurement portal under Public Private partnership model, from eligible private firms for implementing University Non-Formal Education Programs
3. After the scrutiny, interview and implementation presentation by different firms which are applied through eProcurement portal, the Karnatak University selected Kakade Career Academy as Service Provider
4. Kakade Career Academy has expressed its interest to work as 'Service Provider' for conceptualizing, creating, implementing, owning and maintaining the Online and Classroom (offline) coaching for different 'Competitive Examinations' for present and past students of the University and for general public in both online and classroom (offline) mode

Now this Agreement witnesseth as follows,

1. **Definition and Interpretation** : As used in this Agreement, the following terms shall have the following meaning, unless the context otherwise requires,
 - 1.1. '**University or KUD**' shall mean 'Karnatak University', which is an affiliating University established in 1950. It is a State University recognized by UGC under 2(f) and 12(B), located at Pavate Nagar, Dharwad – 580003 (Karnataka)
 - 1.2. '**KCA**' shall mean 'Kakade Career Academy' registered under the Government of Karnataka Department of Labour, having its registered office at 1st Floor, Krishna Mansion, Head Post Office to Hindi Prachara Sabha Road, UB Hills, Dharwad – 580 001 (Karnataka)
 - 1.3. '**University App**' and '**University Website**' shall mean and include the App (Application) and website developed, launched and maintained by KCA in Google Play Store and in other places



for the purpose of delivering University Non-Formal Education Programs, coaching, training, etc. to the present and past students of the University, affiliated colleges of the University, constituent colleges of the university, regional centers of the University, PG departments of the University and for the general public

1.4. **'Content'** shall mean documentation, software, computer programs, App, website, portal, landing page, hardware, softcopy and / or hardcopy notes / study material / books, softcopy and / or hardcopy marketing materials, objective questions, question papers, answer books, magazines, audio and video materials, this project information, documents, etc.

1.5. **'Effective Date or Execution date'** means the date on which this agreement is signed between the University and KCA. From this date all the provisions of this agreement will be effective

2. General terms of Agreement

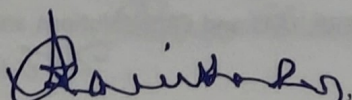
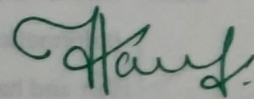
2.1. For the purpose of University Non-Formal Education Programs coaching and training, KCA will develop, launch and maintain App and website in the name of the University. While conceptualizing, creating, implementing and maintaining of 'Competitive Examination' Coaching programs in both online and classroom (offline) mode all the data used and collected, passwords created, social media platforms created, App and website created, digital platforms created, content created, etc. will be used by and owned by KCA

2.2. The name / title of the 'University App' and 'website address' will be owned by the University

2.3. Intellectual Property Rights : KCA solely owns all the intellectual property rights, title, copy right and interest in all medium of 'content' as published or prepared by KCA, the 'content' created by KCA for conceptualizing, creating, implementing and maintaining the University 'Competitive Examination' Coaching under Non-Formal Education Programs in both Online and Classroom (offline) mode

2.4. Ownership : The 'Content' used during the tenure of this agreement shall remain the sole property of KCA

2.5. Term : The term of this Agreement shall commence on the Effective Date and shall continue until five years from the Effective Date. After the expiry of five years from the Effective Date this Agreement can be further renewed for a period of consecutive five years subject to mutual consent of both the Parties



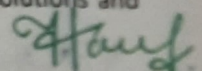
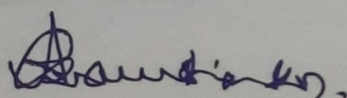
3. Roles and Responsibilities

3.1. Roles and Responsibilities of the University

- 3.1.1. Karnatak University will allow Kakade Career Academy to launch and maintain App and website in the name of University for the purpose of Competitive Examination Coaching under University Non-Formal Education Programs, in both online and classroom (offline) mode
- 3.1.2. Karnatak University will allow Kakade Career Academy to organize and conduct classroom (offline) coaching in the name of the University for present and past students of the University and for general public in different locations
- 3.1.3. Karnatak University will allow Kakade Career Academy for online and offline marketing in the name of the University for online and classroom (offline) coaching and training for the present and past students of the University and for general public in different locations
- 3.1.4. To co-ordinate with KCA, University will appoint a co-ordinating person for effective implementation of University Non-Formal Education Programs including 'Competitive Examination' Coaching. This coordinating person of the University will interact with KCA and provide all required co-operation to KCA for smooth implementation of University Non-Formal Education Programs, specifically 'Competitive Examination' Coaching in both online and classroom (offline) mode

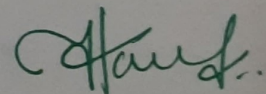
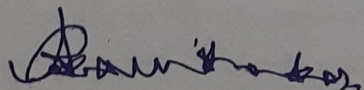
3.2. Roles and Responsibilities of KCA

- 3.2.1. KCA is responsible for the conceptualising, creating, implementing, owning and maintaining University 'Competitive Examination' Coaching and Training Programs under University Non-Formal Education Programs, in Online mode and / or Classroom (offline) mode which includes designing, creating, developing, arranging, delivering, maintaining and implementing all the necessary coaching products / packages / video packages / test packages / coaching packages / training packages / products / classroom packages / hard copy and soft copy study material packages / recording and editing the videos, etc. through online and classroom / face to face mode
- 3.2.2. KCA will design, develop, launch, maintain and own the App and website for the purpose of University Competitive Examination Coaching and training programs
- 3.2.3. KCA is responsible for establishing, maintaining and owning all the necessary IT (Information Technology) infrastructure, server, software, hardware, data, passwords, soft and hardcopy content, packages, products, social media accounts and channels, data management, soft and hardcopy study material, separate App, website for 'Competitive Examination' coaching and training, ERP, LMS and CRM solutions and



platforms, payment gateway, data maintenance, etc. arranging Tablet (Tab) based online Coaching and training

- 3.2.4. It is the responsibility of KCA to launch courses, finalise class time table, course structure, course fee, duration, syllabus, study material / notes, test papers, examination question paper, marketing materials / content, etc. Further, KCA is solely responsible for preparation, developing and distribution of study materials / notes including both in hardcopy and softcopy. The University shall within a period of seven working days give permission to all these activities with or without modifications / additions to the same. If, within seven working days, University fails to give permission to the request by KCA, KCA shall understand that the proposed requested course, time table, course structure, syllabus, duration, course fee, marketing method, etc. provided by KCA to the University has been accepted
- 3.2.5. KCA is responsible for creating awareness and educating present and past students of the University and general public and providing online and offline publicity to the online and classroom coaching programs
- 3.2.6. KCA is responsible for, wherever necessary, providing softcopy and / or hardcopy study material / notes / SLM (Self Learning Material) to the enrolled students / candidates / trainees
- 3.2.7. KCA is responsible for all types of online and offline marketing
- 3.2.8. KCA shall establish, maintain and own call center for the purpose of smooth implementation of University 'Competitive Examination' Coaching and training
- 3.2.9. KCA is responsible for interacting and getting the funds, grants, scholarship, etc. from different departments of Government of Karnataka and Government of India, Corporate Social Responsibility (CSR) funds from NGOs, private, Semi-Government, PSUs (Public Sector Undertakings) and Government agencies to the University
- 3.2.10. KCA is responsible for creating and maintaining alumni of these 'Competitive Examination' coaching
- 3.2.11. It is the responsibility of KCA that, it should work in such a manner that, the University name, fame, position and status should be enhanced and strengthened always



4. Financials : Fees, payments, revenue sharing, expenses, etc.

4.1. All the online and classroom (offline) fee collection will be made through 'online mode' through the University App and website

4.2. The sharing percentage between the University and KCA for both Online and Classroom (offline) Coaching for 'Competitive Examination', for present and past students of the University and for general public, 10 % share goes to the University and 90 % share goes to KCA, which is mentioned below

1. 100 % Total fee collection / grant / CSR fund / other type of fund / scholarship / etc.
2. (-) 10 % To the University
3. 90 % To KCA

4.3. KCA will make payments related to all applicable taxes, payment gateway charges, payment to the faculties, collaborators, IT infrastructure payments, online and offline marketing expenses and all other expenses including GST, Income Tax, CESS, payment to the Colleges, Centers, Training partner, Collaborators, Tie-up centers, Faculties, Trainers, third party agencies, server payment, video streaming payment, Online and Offline marketing expenses, all other expenses and payments

4.4. KCA will collect fees through its own bank account for the courses launched by KCA through the University App and website

4.5. From the collected fees University share will be paid by KCA to the University

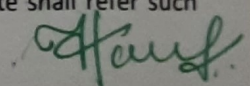
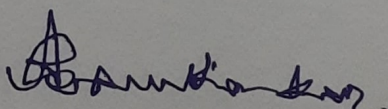
4.6. University will receive funds, grant, scholarships, etc. from Government of Karnataka, Government of India, Semi Government Organizations, NGOs, private organization, etc. for different programs, schemes, scholarships, funding provisions, projects, activities, etc. related to 'Competitive Examinations' coaching for free and paid Online and Classroom coaching. In the received fund University will retain its share of 10% and the remaining 90% share will be transferred to KCA

5. Miscellaneous

5.1. Notices : All notices required by or relating to this agreement shall be in writing and shall be sent by means of certified mail and registered post to the parties to the agreement at address as set forth above or addressed to such other address as that party may have given by written notice in accordance with this provision

5.2. Termination : For the purpose of termination of this agreement with the KCA by the University, the University shall give notice to KCA, six months prior to the termination

5.3. Dispute Resolution and Arbitration : In case any dispute arises under any of the terms of this agreement or related to any matter herein, the party raising such dispute shall refer such



dispute to a panel of senior authorities of the University as well as KCA. Such panel shall render its decision within a period of forty-five days from the date of reference of the dispute. In case the panel fails to render such decision within the specified timeframe or the parties dispute is not resolved, then the parties may resort to arbitration

For any other types of activities, projects, products, packages, other than mentioned above, if both the parties are interested separate agreement need to be signed by both the parties as separate annexures in continuation of this agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first above mentioned,

Karnatak University (KUD)

Name : Dr. Hanumanthappa K. T.
Title : Registrar. Karnatak University
Date : 05.10.2021
Signature :

Seal :


**REGISTRAR
KARNATAK UNIVERSITY
DHARWAD**

Kakade Career Academy (KCA)

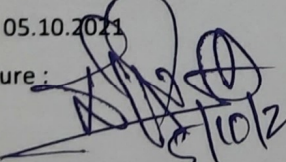
Name : Sri Ravishankar G. Kakade
Title : Proprietor. Kakade Career Academy
Date : 05.10.2021
Signature :

Seal :


**KCA: KAKADE CAREER ACADEMY
"Krishna Mansion", U. B. Hills
Head Post Office to Hindi Prachara Sabha Road
DHARWAD-580 001 (Karnataka)**

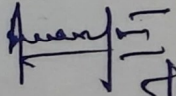
Witness 1

Name : Dr. Devaraju K. S.
Date : 05.10.2021
Signature :


5/10/21

Witness 2

Name : Sri Amrut Mane
Date : 05.10.2021
Signature :


5/10/21