



## “MINDS- EDUCAST ”



### Memorandum of Understanding

This **MOU** (“Memorandum Of Understanding”) is made on this 15<sup>th</sup> of November, 2015 (the “Effective Date”) by and between EDUCAST and MINDS Training company.

EDUCAST, an online education & Training provider company, having Pakistan Operation centre at **88-L, Block 2, P.E.C.H.S, Karachi, Pakistan**, and Saudi Arabia Operations at Knowledge-Core Training Center, Imam Saud Road, Opposite Dr. Ahmed Abanamy Hospital, Riyadh, Saudi Arabia. (Hereinafter referred to as “EDUCAST” which expression shall, where the context so permits, include its successors-in-interest and assigns)

#### **WITH**

MINDS Training Centre, an Education concern has its incorporated and existing under the laws of United Arab Emirates, having its registered office at **Al Maarijea Street, Off Al Arouba Street, Near Main Bus Stop, Sharjah, UAE** (hereinafter referred to as “MINDS” which expression shall, where the context so permits, include its successors-in-interest and assigns).

#### **AND**

EDUCAST and MINDS are hereinafter collectively referred to as the “Parties” and individually as the “Party”)

#### **WHEREAS**

- MINDS is a quality provider of Training & Education Teaching for students supported by an excellent collection of qualified Teaching resources. It is the ‘Program Coordinator’ and coordinates and maintains projects and relationships between academic professionals in the UAE.
- MINDS shall support EDUCAST quality academic, technical training & Teaching as well as general interest and continuing online and virtual tutoring programs within UAE
- MINDS is now looking to work in partnership with EDUCAST initiating online teaching project “**MINDS- EDUCAST**” with the aim to market quality Virtual education, training, assessments and awards for existing and aspiring undergraduate and post graduate Pakistani Expat students within UAE through online and distance learning from Pakistan.
- MINDS will provide such teaching and trainings through its training centers and academia from Sharjah and Dubai using EDUCAST technical platform.

#### **WHEREAS**

- EDUCAST is a company in Pakistan working with in Saudi Arabia markets undertaking, inter alia, work in the online educational sector and is engaged in the business of



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imparting quality Virtual tutoring directly and through Qualified & Educated Certified Women tutors from all over Pakistan and has its various operations in Pakistan as well as in it is in process of setting up offices in Middle East through its affiliate partner, Including but not limited to Knowledge Core and Ather Telecom.

- EDUCAST strength is making education, exhibition and events online using various internet softwares and websites, creating the system smooth and making educational transmission continuous.
- Both the parties are coming into arrangement that MINDS will market the services of Online Teaching by EDUCAST in the territory of United Arab Emirates.
- MINDS will register students for the On-line Teaching under this MOU or otherwise agreed to between the Parties at any time during the Term (the “On-line Teaching”) where all these On-line Teaching will be provided particularly with in UAE through EDUCAST Virtual platform.
- EDUCAST will provide its technical facilities and infrastructure of up-linking and telecasting the teaching and training activities worldwide, and will carry out recruitment and marketing exercises for students whether directly or through any other educational institutions internationally. EDUCAST will also provide administrative and support staff, as it may deem necessary, to ensure the orderly management and provision of the On-line Teaching. EDUCAST would make sure that the service remain up 95% of the time, with good quality.
- EDUCAST will not enter into an agreement or MOU directly with any Online Teacher of MINDS or its sub-contractor. Teaching arrangement will be only introduced through MINDS for the duration of this MOU, similarly MINDS shall not enter into any eLearning delivery technology MOU with any other service provider during the course of this MOU.

The Parties have agreed and do hereby formally record the terms and conditions of their MOU.

### **1. Terms and Conditions**

- (1) The term of this MOU shall commence on November 15, 2015 and shall be of a period of three years. The term would be renewed for another 2 years on the same terms and conditions
- (2) This MOU can be terminated on giving an advance termination notice of six months in writing by either party.
- (3) Notwithstanding Clause 1(2) above, both MINDS and EDUCAST shall at the time of notice of termination, give students who have already enrolled for any Program the opportunity to complete the said Program within the prescribed period and the Parties indicate their intention to "teach out" the said students. No students will be registered after notice of termination has been given.



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### **2. EDUCAST's Rights and Obligations**

EDUCAST hereby covenants, undertakes and agrees that it shall:

- (1) Assist for recruiting for enrolment on the On-line Tutoring of any number of students in UAE through MINDS facilities and outlets in UAE.
- (2) Provide Qualified Female On-line/Virtual Teachers by providing relevant infrastructure as deemed necessary for operations.
- (3) Provide directly or through other educational institutions of On-line Tutoring (with official consent of MINDS) to be conducted internationally specifically in the UAE arrange such equipment and facilities it deems appropriate for conducting On-line Tutoring.
- (4) Appoint such administrative staff and other non-academic staff as shall be necessary for the proper and quality administration of On-line Tutoring.
- (5) Support MINDS in the process of publicizing the On-line Tutoring and carry out marketing activities it deems necessary for increasing enrolment of students of On-line Teaching.
- (6) Use MINDS intellectual property in all marketing and publicity activities related to this MOU
- (7) Educast will pay the collected /recovered revenue share to MINDS bank account on a weekly basis after collection. MINDS will arrange the classes once the hours have been booked, the tutor profile, course outline and the fee agreed.
- (8) Draw to the attention of applicants and students to the On-line Teaching the full costs involved.
- (9) Ensure that all applicants and students apply for any Program(s) online using the plug-in portal provided by EDUCAST, with complete training of MINDS coordinator.
- (10) Be responsible for all EDUCAST's administrative expenses in connection with the performance of this MOU.
- (11) Arrange, organize or assist MINDS to organize its locations in UAE, at EDUCAST's sole discretion, ASSESSMENT / ON SITE CLASSES or other events for students of the On-line Teaching for which MINDS shall provide such assistance and support as required.



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### **3. MINDS's Rights and Obligations**

- (1) MINDS is the 'Marketing and Academic Training Partner' and the bridge for all communication and transactions between the EDUCAST and On-line Tutoring. It will provide all marketing, coordination and support services for the On-line Teaching as required and agreed between the Parties.
- (2) MINDS will act as the Marketing liaison for Online Teaching services from Pakistan within UAE, for the purposes of this MOU and shall make sure that the On-line Teaching are adequately offered to the students and student queries are resolved, in time.
- (3) Organize or assist EDUCAST to organize assessment / onsite classes and other events for the students of the On-line Teaching.
- (4) Determine and set the fees for the On-line Teaching which will including its share( shall be responsible for Teacher's salary)
- (5) MINDS will only announce the start of the course subject to fulfilling a minimum number of students enrolled to make sure that the class would not go into loss, because of the class size as it is mandatory that every class recovers the minimum cost of teachers. In case of class size not reaching the minimum, EDUCAST would refund the fee to the student or adjust it in any next course.
- (6) Be responsible for all MINDS's administrative and academic content preparation and delivery expenses and cost and travel or other expenses in connection with the performance of this MOU.
- (7) Use EDUCAST's name and EDUCAST's intellectual property only in connection with this MOU and include the logo of EDUCAST on its website or other publicity or marketing material outside Pakistan related to this MOU.
- (8) Allow use of its logos and other intellectual property to EDUCAST for purposes of marketing and publicity of the On-line Teaching.



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#### **4. Financials**

(1) To make things simple and long term, it is proposed that as the initial cost of marketing, implementation of the technology provisioning, its international licensing and then filed operation will require more financial resources of EDUCAST, so for the first 6 months of Operation the Revenue share on net collection (after taking out salaries of tutors from Pakistan) shall be :

- MINDS: 40%
- EDUCAST: 60%

After 6 months, the revenue sharing shall be changed to 50:50 on gross collection of revenues.

(2) The total fees for the On-line Tutoring to be charged from the applicants or students on advance basis by EDUCAST shall collect and receive it through bank transfer, cash or online or offline credit card system, without involving MINDS in the process.

(3) All payments shall be paid by EDUCAST to MINDS(respective share) from the fees as net (after payment of any taxes and levies which may be imposed by the Government of Pakistan or Respective taxation rules in respective Middle Eastern countries, from time to time)

(4) Fees and other payments shall be paid/transferred by EDUCAST to MINDS by Western Union (Personal account) or Bank Transfer as per the Bank Account details given by MINDS before the end of every week along with a summary. In case of delay in payment, manage to terminate username and password login of the student, for the next week.

(5) All or any claim from the student on complaint of disconnection, internet or low quality of transmission would be handled by EDUCAST and MINDS would not be responsible for any refund arising due to technical or transmission problems, because the teachers cost would not be charged on the basis of technical or transmission issues. All communication on refund etc would be handled by EDUCAST.

(6) All references to money shall be expressed in US Dollars and shall be transferred at the current rate of exchange.



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### 5. Arbitration

In case of any controversy, claim, dispute, conflict or other matter in question (the “Dispute”) arising out of or in connection with this MOU, the matter should be settled amicably between the Parties. In case the Dispute remains unsolved for more than ten (10) days after the first communication between the Parties, it shall be settled by arbitration by two arbitrators, one to be appointed by each Party, or by an umpire appointed by the arbitrators before proceeding upon the reference. The arbitrator’s decision or, where the arbitrator’s cannot reach a decision, the Umpire’s decision shall be conclusive and binding on the Parties. In case of any legal proceedings, the matter will be dealt under the law of UAE.

**IN WITNESS WHEREOF** the Parties have executed this MOU at the place and on the date first above written.

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Abdullah Butt  
for and on behalf of  
EDUCAST –Saudi Arabia

For

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Name: Mr Atiq ur Rahman  
for and on behalf of  
MINDS Training Centre, UAE