



Memorandum of Understanding

Between

Cyberpark of Santa Doming,

Instituto Tecnológico de las Américas (ITLA)

&

Kwick Soft Solutions Private Limited

This Memorandum of Understanding (MoU) made on this day, the 20th day of February 2006, between CyberPark of Santa Domingo, having its principal office at Km. 27, Autopista Las Américas, La Caleta, Boca Chica, Dominican Republic (Hereinafter referred to as PCSD), Instituto Tecnológico de las Américas having its principal office at Km. 27, Autopista Las Américas, La Caleta, Boca Chica, Dominican Republic (Hereinafter referred to as ITLA) and Kwick Soft Solutions Private Limited having its principal office at 2B, Crystal Lawn, 2nd Floor, #2, Wallace Garden 2nd Street, Nungambakkam, Chennai - 600006, Tamil Nadu, INDIA, (Hereinafter referred to as "Kwick Soft")

WHEREAS:

- A. This MoU outlines the interest between PCSD, ITLA and Kwick Soft to enter into a Joint Venture to set up an animation school to train students in the field of animation in Dominican Republic
- B. PCSD and Kwick Soft wish to engage in the commercial business ventures and promotion of business opportunities for Indian and Dominican entrepreneurs.
- C. PCSD & ITLA desires to appoint Kwick Soft as a technology partner in this Joint Venture
- D. The MoU will become operative from the date of signing
- E. PCSD, ITLA and Kwick Soft have agreed to enter into this Joint Venture on the terms and conditions set out below in this MoU.

1. Definitions

- 1.1 In this MoU the following terms shall have the following meaning:
- 1.2 "MoU" means this document as amended from time to time.

2. Duration and Scope of this MoU

- 2.1 This MoU shall be valid for a period of six months or up to the date of signing the Joint Venture agreement, whichever is earlier. The validity of this MoU shall be extended only in writing and on mutual consent of both parties.
- 2.2 This MoU sets out certain undertakings between PCSD, ITLA and Kwick Soft in respect of carrying out the agreed responsibilities in the proposed Joint Venture.

- 2.3 It is understood that in all activities undertaken under the proposed Joint Venture, PCSD, ITLA and Kwick Soft will be subject to compliance with the laws and regulations of the appropriate governments in regard to the work specified

3. Undertakings of Kwick Soft

- 3.1 Kwick Soft undertakes to provide quality course content and trainers.
- 3.2 Kwick Soft will also offer consultations on launching new training programmes and develop quality course content for these programmes
- 3.3 Kwick Soft would also engage in "Train the Trainer" programmes and would be responsible for training personnel who would later work as trainers for the animation school.

4. Undertakings of PCSD & ITLA

- 4.1 To make available the office space necessary to carry out successful operations of the proposed Joint Venture.
- 4.2 To provide the necessary hardware and software to carry out the proposed Joint Venture under this agreement
- 4.3 To provide complete infrastructure for the operations of the proposed Joint Venture
- 4.4 To provide the necessary qualified manpower to carry out the day to day administration and operations of the proposed Joint Venture
- 4.5 All other necessities for a full implementation of the Joint Venture
- 4.6 To undertake training of administrative and operations staff to qualify in carrying out quality work for the proposed Joint Venture

5. Joint undertakings of PCSD, ITLA and Kwick Soft

- 5.1 Kwick Soft, PCSD and ITLA agree to work together to ensure that the proposed Joint Venture would be an ongoing business and revenue model for both Parties.
- 5.2 The Parties agree to use their best efforts at all times.
- 5.3 The Parties agree to review, at regular intervals, the performance by them of their respective obligations contained herein.

5.4 MoU to be implemented immediately from date of sign up.

6. Confidentiality

6.1 Each Party agrees to treat this MoU as Commercial-in-Confidence and will not disclose its terms to any third party, except as required by law or government regulation, or upon agreement of both parties.

6.2 All parties shall also execute an NDA (Non Disclosure Agreement) prior to signing the Joint Venture Agreement.

7. Amendments

7.1 The Parties agree that this MoU will not be amended in any way other than by agreement in writing, which is expressly stated to amend this MoU

8. Limitation of MoU

8.1 The parties understand that this MoU and as it may be amended, expresses its own understanding between the parties and, as such, nothing in this MoU applies to any other person or has application to any matters which are not relevant to any of the agreed strategic business activities.

9. Entire MoU

9.1 The terms and conditions contained in the MoU constitute only the express intent of PCSD, ITLA and Kwick Soft to work together and shall supersede all previous communications, negotiations and arrangements, either oral or written, between the parties with respect to the subject matter of this MoU.

10. Notices

10.1 Any notice to be served pursuant to this MoU is to be sent by registered post or fax:

a) In the case of Kwick Soft to:

Kwick Soft Solutions Private Limited
2B, Crystal Lawn, 2nd Floor,
#2, Wallace Garden 2nd Street,
Nungambakkam, Chennai - 600006
Tamil Nadu, INDIA.
Phone: + 91 44 2833 2800 / 21
E-mail: info@kwicksoft.com

b) In the case of PCSD to:

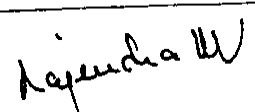

Cyberpark of Santa Doming
Km. 27, Autopista Las Américas,
La Caleta, Boca Chica,
Dominican Republic.

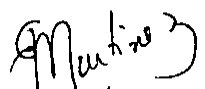
c) In the case of ITLA to

Instituto Tecnológico de Las Américas
Km. 27, Autopista Las Américas,
La Caleta, Boca Chica,
Dominican Republic.

or in each case to such other place of business as may be notified from time to time by either party.

IN WITNESS WHEREOF, the parties have agreed the terms of this MoU on the day and year first above written

FOR KWICK SOFT SOLUTIONS PVT. LTD.	FOR Instituto Tecnológico de las Américas
NAME: RAJ VESANA PHONE: + 91 44 2833 2800 / 21 MOBILE: + 91 94443 86699 EMAIL: raj@kwicksoft.com	NAME: JOSE A TAVAREZ PHONE: 809 - 78 - 4852 MOBILE: 809 - 729 - 4934 EMAIL: JTAVAREZ@ITLA.EDU.DO
 DESIGNATION: VICE PRESIDENT	 DESIGNATION:

FOR CYBERPARK OF SANTA DOMING
NAME: EDDY M MARTINEZ PHONE: 809 - 738 - 5000 MOBILE: 809 - 308 - 7989 EMAIL: emartinez@cei-rd.gov.do
 DESIGNATION: SECRETARY OF STATE, EXECUTIVE DIRECTOR

MEMORANDUM DE ENTENDIMIENTO ENTRE EL PCSD, EL ITLA
Y KWICK SOFT

El Memorandum de entendimiento firmado por el Parque Cibernético de Santo Domingo(PCSD), el Instituto Tecnológico de las Americas (ITLA) y Kwick Soft, en fecha 20 de febrero del 2006 en la India, abarca lo siguiente, entre otras cosas:

Muestra el interés de las tres partes de entrar en un Joint Venture para establecer un escuela de animación para entrenar a estudiantes en el campo de la animación en la República Dominicana. El Parque Cibernético de Santo Domingo y Kwick Soft desean comprometerse en inversiones conjuntas y promociones de oportunidades de negocios para los indios y dominicanos emprendedores. El Parque Cibernético de Santo Domingo y el Instituto Tecnológico de las Americas desean designar a Kwick Soft como un socio tecnológico en este Joint Venture.

Kwick Soft proveerá de cursos de contenidos de calidad y entrenamiento, así como consultas y lanzamiento de nuevos programas y desarrollo de cursos de calidad para estos programas. Asimismo entrenarían al personal que trabajaría luego como entrenadores para la escuela de animación.

El Parque Cibernético de Santo Domingo y el Instituto Tecnológico de las Americas darán las facilidades necesarias de espacio de oficinas para llevar exitosamente a cabo la propuesta de Joint Venture. El PCSD y el ITLA proveerán los hardware y software necesarios y la infraestructura para las operaciones. Proveer también el personal calificado para llevar a cabo el día a día la administración y operaciones del propuesto Joint Venture, dar el entrenamiento al staff administrativo y operativo

El PCSD y el ITLA deben emprender el entrenamiento del personal administrativo y operativo para calificar en calidad del trabajo que realicen.