

MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and executed on this 17th day of July, 2014 year BETWEEN:

Soft merge solutions pvt Ltd., a company registered under the Companies Act 195 and having its Registered Office at Plot No. G2 Bishan apartments, Beside SBH, Srinagar colony, Hyderabad - 500 082 and represented by Mr K.SRINIVAS RAO its Managing Director, here in after referred to as SMS, which term shall mean and include, unless repugnant to the context and meaning thereof, it Successors, Legal Representative and Assigns, Of the FIRST PART;

AND

Electronics and Communication Engineering (ECE) of CMR Technical Campus (CMRTC), Kandlakoya (V), Medchal Road, Hyderabad- 50

WHEREAS, CMRTC is a Company involved in Students Project and training / design and development of product relating to d Computers, Wireless data communication electronics products and related software solutions.

Embedded Applications: Low level Embedded System Design: 8/4 bit Micro

controllers / Micro-Processors, ALP & Embedded d Advanced Embedded System Design: 16 / 32 bil

RISC/CISC Micro-Controllers/Micro-Processors & RTOS

Design Methodologies : Embedded Architecture Design for H/W & S/W;

Debugging Methodologies : H/W, S/W (ALP & Embedded C/C++) & Co-Simulation CAD/CAE Tool

: Design Editors, Cross Assemblers, Cross Compilers, IS# & IDEs Debuggers (ALP/EC/EC++/Hard Ware) and

RTOs.

Languages : ALP for 8bit/16bit/32bit processors/Controllers; C/C++

and Embedded C/C++

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Domains:

Presently working on various Domains Like Micro Controllers, Micro processors, Armbased embedded systems and softwares viz., C, C++, Java, VB, .Net, Windows and Linux based platforms and technologies.

WHEREAS CMRTC is in the field of education, imparting knowledge to students aspiring to be Engineers and Technologists.

AND WHEREAS, both SMS and ECE, CMRTC have agreed to form a 'STRATEGIC ALLIANCE' for providing industrial inputs to the Engineering students for mutual benefit.

AND WHEREAS on the faith and strength of such representation and warranty, both SMS and CMRTC have agreed to enter into this Memorandum of Understanding as per the mutually agreed clauses as mentioned below:

1. Provision of Supplies and Services:

CMRTC shall provide required facilities and qualified personnel to impart training as mutually agreed to and each personnel shall perform to the best of his/her ability during the term of the contract; Likewise, SMS shall make available their facilities for special projects and also for Training of CMRTC personnel. In addition, SMS shall depute their experts for necessary training at CMRTC and depending upon nature and degree/ level of specialization, SMS shall train faculty and students of ECE CMRTC on selected topics. All decisions under this clause will be taken between the parties hereto only after prior consultations. Training will be conducted a mutually convenient dates.

ECE, CMRTC shall provide infrastructure as required by the company for conducting training, lectures etc., and allot faculty members of the Institute to undertake faculty level R&D work proposed by **SMS**, with due compensation.

SMS shall impart training on core areas such as Micro Controllers, Micro Processors Arm Processor, and Wireless applications like LPR/GSM/GPRS based embedded systems and soft wares viz., C, C++, Java, VB, .Net, Windows and Linux based platforms and technologies.

SMS shall deliver special lectures on advanced topics. The Company agrees to conduct value added courses for students & Faculty at competitive rates to the institution.



2. Scope of Activities:

- 1) To give training capsule to a limited number of students/ Semester or industry-based projects in the above mentioned fields.
- 2) To offer special lectures by experts on topics pertaining to the above fields on mutually convenient dates
- 3) To go in for formation of expert panel by pooling in the expertise of SMS with that of CMRTC for conducting seminar /conferences on the emerging trends in the above mentioned fields.
- 4) CMRCET to make available the infrastructure as required by SMS for conduct of training lectures etc.,

3. Fees

For supplies and services availed by either party to this MOU from the other contracting party, there shall be billing by the service provider in the form of purchase order which shall contain necessary details like nature and quantum of service rendered. In the case of training of personnel of technical background and number of such personnel, duration of training and fees are to be mutually discussed and decided between the parties in each case, well in advance.

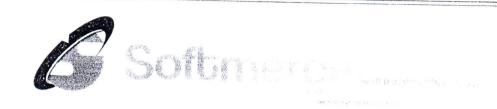
4. Non- Exclusive relationship:

This agreement is non-exclusive in nature and both SMS and CMRTC shall retain their right to perform their obligations with any other party during the term of this MOIJ

5. Independent Contractors:

SMS and ECE, CMRTC hereby agree that each is an independent contractor and this MOU doesn't mean that one is an agent of the other or of each other, and neither party shall be entitled to bind, by its acts, omissions or otherwise, the other party.

6. Assignment:



No part of this MOU or of any obligations created herein may be assigned of transferred by anyone of the parties whether by operation of law or otherwise, to any other person without the prior written permission of the other. Any such assignment or transfer shall be void and be without force and effect and would not be binding on the other.

7. Entire Agreement:

This instrument sets forth the entire agreement between the parties hereto and either party shall deem all other representations, irrelevant and unenforceable. All modification to this Agreement shall be in writing and only if mutually agreed to.

8. Term of MOU and Notice of Termination:

This MOU is open ended in nature; but can be terminated with a month's notice or either side given to the other party in writing at their addresses mentioned at the top/any other address to be notified in future. Such notice shall be deemed to be properly given if sent by registered post or by courier to the persons authorized to sign this MOU.

9. <u>Authorized Representatives:</u>

Both parties hereto declare that their duly authorized respective representatives shall execute this agreement.

IN WITNESS WHEREOF the parties hereto have affixed their respective hands to this agreement on the day, month and year above written.

For Soft merge solutions Pvt Ltd.

For CMRTC

(K.SRINIVAS RAO) Managing Director

(CH. GOPAL REDDY)
Secretary & Correspondent