

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



CMR Technical Campus

&



(Gradious Technologies (P) Ltd.)

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (the "MOU") is entered into by and between CMR College of Engineering & Technology herein after referred as "First Party" and Gradious Technologies (P) Ltd., Hyderabad referred as "Second Party", for the purpose of setting forth their understanding as to the terms under which they would contemplate pursuing a mutual relationship for jointly carrying out the specific business activities described herein. First Party and Second Party may be jointly referred to herein as the "Parties and each of them, a "Party".

This MOU sets forth a summary of the essential terms of the contemplated business relationship but is not exhaustive of all the terms the Parties will require in the final binding agreements between them. It is the Parties' intent that this MOU provides an outline for the preparation of the definitive documentation between the Parties as to the subject matter hereof (the "Definitive Documents").

The parties involved in covenant are to be obliged in consideration of the foregoing recitals.

1. **Objective:**

It's mutually agreed to have a training program to meet the following objectives.

- To meet the increase in demand for Quality IT Engineers every year
- To bridge the gap between Industry and Academics
- To bring the curriculum and students on par with the latest Industrial standards

2. **Duration of MOU:**

This MOU shall be operational upon signing and will have an initial duration of Three years. Upon a mutual consent, this MOU shall be renewed at the end of each year OR

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terminated by sending it in writing after completion of Three year. However, once signed this MOU can't be terminated within ONE year from the date of signature or extension.

3. GRADIOUS TECHNOLOGIES Offering:

Once a MOU is signed with the First Party, Second Party sets up training program for students as nominated by the First Party. As a part of the program, Second Party does the following:

- Provides training to students of the First Party for a Period of 2 years across 4 phases in lieu of the compensation as agreed as part of the agreed Statement of work.
- The students will be nominated by the First Party and the Second party will perform a periodic evaluation for the students.
- Provides software required for training.
- Conduct post training assessments and provides periodic and detailed reports to the First Party

4. Expectations from the First Party:

Once MOU is signed, the following are expected from the First Party, failing which may lead to the termination of the agreement.

- Sign the Statement of work (SoW) and full-fill the financial obligation as set forth in the agreed SoW.
- Nominates ONE or TWO faculty members from each of the Practices, for mentoring the students.

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- Allow the use of college computer labs for training and practice for at least 8 to 12 hours every week.
- Allow students from their college, nominated for this program to be part of the subsequent trainings and Internships with the First Party.

5. Successful Training Completion Criteria for the nominated students:

The following criterion determines “Successful Completion” of the training given to the nominated faculty members in different Practices. The success will be a join effort from nominated student, First Party and Second Party.

- 90% of Attendance
- On time completion of assignments with 80% or above marks including in final assessment. Evaluation reports will be sent every fortnight with respective management of colleges/universities
- Active participation in the training program with learning enthusiasm

6. Financials:

Second Party must share the detailed proposal about the modules covered in the training, financial involved and payment terms. (SoW)

First party will agree to these terms with a signed confirmation.

The MoU will remain as a primary understanding of training and upskilling, but the signed proposal will act as the commercial contract between the 2 parties for the actual work involved and the financials.

7. Intellectual Property:

All intellectual property rights, title and interest in the materials, information, assets, or systems developed during the training of the nominated students shall remain solely

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vested with the Second Party. All intellectual property, including copyrights, patents, patent application, trademarks and other intellectual property shall remain the property of the originating party or its licensors. Each party shall retain all rights, title and interest in its intellectual property and neither party grants the other party any rights to use its intellectual property unless and until otherwise provided in a written agreement signed by the Parties. Each party may, at any time and in its sole discretion, revoke any rights granted to the other Party to use its intellectual property (including any logos and/or trademarks).

8. Confidentiality & Security:

Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

9. Force Majeure:

Neither parties shall be liable for failure to perform their respective obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), acts of any Governmental Authority after the date of this Agreement, strikes and other labor difficulties and other events or circumstances beyond reasonable control.

10. Addendum:

Exact dates of Training shall be mutually confirmed.

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Now, therefore, in consideration of the aforesaid recitals, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be bound legally and signed in this agreement on the day date, month and the year mentioned hereto before.

For CMR Technical Campus	For Gradious Technologies Private Limited
<i>Areddy 918124</i>	<i>Madhu Sudhan Gadda</i> 
Name: Dr. A. Raji Reddy	Name: Mr. Madhu Sudhan Gadda
Designation: Director	Designation: Director
CMR Technical Campus	Gradious Technologies Private Limited
Date:	Date:
Witness -1	Witness -2
<i>[Signature]</i>	<i>[Signature]</i>
Name - <i>Dr. Ch. Madhava Rao</i>	Name - <i>Dr. S Rao Chintalapudi</i>
Address -	Address -

Initials First Party



Initials Second Party