

Sri A. Raghav Kumar, Stamp Vendor,
 L.No. 15 of 2014 of 2014
 Stamp No. 15 of 2014 of 2014
 MGR Educational Society,
 173, Malla Reddy Gardens, Bowenpally, Secundrabad, Telangana
 AUTHORITY NO. 1 / 2014


INDIA

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MEMORANDUM OF UNDERSTANDING

This legally binding Memorandum of Understanding ("MoU") is executed on this 9th day of April, 2021 (the "Effective Date") between:

CMR Group of Institutions (CMRCET/CMRIT/CMRTC/CMREC), an entity registered under the provisions of MGR Educational Society, having its registered office at 'MGR Educational society', 173, Malla Reddy Gardens, Bowenpally, Secundrabad – 500011, (hereinafter called the "CMR"), the party of the first part;

AND

Amazon Data Services India Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at Block E, 14th Floor, Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, New Delhi – 110019 (hereinafter, referred to as the "Amazon"), the party of the second part

For the purpose of this MOU, the term "Affiliate" shall mean "any entity in which Amazon or its group companies have directly or indirectly, certain economic interest". For avoidance of doubt, any reference to an Affiliate of Amazon under this MOU shall mean "an Affiliate domiciled in India".

CMR and Amazon are individually referred to as a "Party" and collectively as the "Parties".

1. WHEREAS:

CMR Group of Institutions is one of the premier educational institutions in Hyderabad, Telangana Dedicated to impart quality education and promoting excellence in academic pursuits in the field of Science, Pharmacy, Engineering and Technology and Management.

- 1.1 Amazon is inter alia engaged in the business of providing cloud computing services for data storage & protection and managing the data centers.
- 1.2 Amazon runs 'Critical Facility Operations' and intends to create awareness on growing requirement of trained and qualified engineers ("Engineers") who can run and maintain such 'Critical Facility Operations' and pursue the same as a career option. In this regard, Amazon has approached CMR proposing to conduct the training program, namely 'Critical Facility – Operations Management' for the graduating students (with mechanical and electrical background) ("Training Program").
- 1.3 This MoU captures the principal understanding between the Parties in relation to the proposed collaboration for the Training Program.

2. INTENTION OF THE PARTIES

- 2.1 With the objective to create awareness about 'Critical Facility Operations' in data centers as a career option for its prospective Engineers of Amazon, the Parties are desirous of entering into this collaboration. This will also enable Amazon in creating a large pool of Engineers as there is a great scope of projected growth in this field.
- 2.2 The Parties acknowledge that the course structure for the Training Program has been mutually discussed and finalized.
- 2.3 The total duration of the Training Program shall be 275 hours as mutually agreed between the Parties. Accordingly, CMR to impart a minimum of 275 hours training to their students as per curriculum provided by Amazon under terms & conditions of this MoU ("Training Services"). The intent is to train students on Critical Facility Operations and to develop a Safety & Security first mindset.
- 2.4 All participating students successfully completing the Training Program will be eligible for a certificate.

3. **Obligations of CMR:**

CMR will:

- (i) impart Training Services to 3rd year and 4th year students of B.Tech course in a manner as may be mutually agreed with Amazon in writing from time to time;
- (ii) provide requisite infrastructure (such as computers, internet and other facilities), that may be required from time to time, for conducting the initial screening of students, either online or offline, as may be mutually discussed and agreed between the Parties and for invigilation and evaluation, for the Training Services
- (iii) obtain relevant and adequate regulatory and board approvals and licenses, if required, for the purpose of undertaking the Training Services;
- (iv) provide classroom & other infrastructure, make available standards/reference books and laboratory equipment for the purpose of providing the Training Services to the students;
- (v) nominate requisite faculty members (or as may be communicated in writing by Amazon to CMR from time to time) for undertaking the Training Services provided to the students;
- (vi) discuss with Amazon and agree upon the strength, mix of students, including students from mechanical and electrical backgrounds in each batch of the Training Program;
- (vii) ensure the availability of the Training Material (*as defined below*) provided by Amazon for the Training Program.
- (viii) conduct periodic / final evaluations at various phases of the Training Program basis the specifications provided by Amazon and share the feedback with the participating student;
- (ix) issue certificates to each participating student upon successful completion of the Training Program; and
- (x) Ensure that such certificates issued shall be deemed to be issued for the Training Program only and not for any other courses/other training programs offered by any other colleges/third party entity.
- (xi) arrange and provide travel and logistics for the students during the industrial visits.

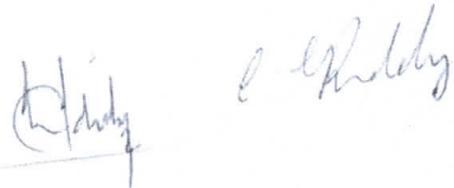
4. **Obligations of Amazon:**

- 4.1 For effective delivery of the Training Services to the students, Amazon will provide CMR with: (a) a criteria (in consultation with CMR) and necessary questionnaire for selection of students for the Training Program; (b) training material/content including but not limited to course curriculum, course materials (collectively "Training Material") only during the inaugural year; (c) necessary questionnaire for initial screening of selection; and (d) assistance to arrange industrial visits for students as outlined in the training curriculum during the inaugural year.
- 4.2 Amazon shall nominate a single point of contact for supporting and liaising with CMR for the effective delivery of Training Services and functioning of the Training Program.
- 4.3 Amazon shall make available the trainer (appointed by Amazon through external training agency) to train and support the faculty at college for the purpose of conducting the Training Program. This will be applicable for first year of the Training Services.

5. **Representations and Warranties:**

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- 5.1 Each Party represents and warrants that:
- (a) they have full legal right and authority to enter into this MoU and perform all obligations associated with the MoU;
 - (b) neither the execution nor delivery of this MoU, nor the fulfillment nor compliance with the terms and provisions hereof, will conflict with, or result in a breach of the provisions of any agreement, instrument, order, judgment, decree or law to which they are subject, or require any consent, approval or other action by any court, tribunal, administrative or governmental body;
 - (c) this MoU constitutes legal, valid, binding and enforceable obligations on them; and
 - (d) they will obtain, hold and maintain all filings, licenses, permits and consents as may be required pursuant to any requirements of law or in order for them to conduct their business and perform their respective obligations under this MoU.
- 5.2 In addition to the above, CMR further represents and warrants that:
- (a) it and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.
 - (b) It shall, at all times, adhere to the safety and hygiene guidelines as may be published by the Central government or State governments pertaining to the COVID-19 pandemic, including the frequent sanitization of the premises, maintaining social distancing, etc.
6. Indemnity and limitation of liability
- 6.1 CMR agrees to indemnify, defend and hold harmless Amazon and its officers, directors, employees, agents, successors, assignees and representatives, from and against any and all costs, losses, damages, liabilities, judgments and expenses, arising out of or in connection with any claim, action or proceeding, including attorneys' fees (collectively, "Claims"), including any third party Claim, which in any way may result from or arising in any manner out of its breach of its representations, warranties, covenants, terms and conditions of this MoU and any other reasons in connection therewith.
- 6.2 Neither Party will be liable under any circumstances for any special, incidental, indirect, punitive or consequential damages or loss or for any lost profits or business opportunities, whether arising under contract, tort or otherwise, even if foreseeable or even if such Party has been advised of possibility of such damage or loss.
7. Term and Termination
- 7.1 This MoU is valid for a period of 3 years from the Effective Date (unless extended with mutual consent of the Parties in writing) unless terminated earlier in accordance with this MOU.
- 7.2 Amazon will have the right to terminate this MoU with immediate effect by providing a written notice to CMR in the event CMR:
- (i) commits a breach of this MoU or fails to perform its obligations hereunder or defaults in respect of its representations and warranties provided; and/or
 - (ii) becomes bankrupt or insolvent or enters into liquidation or has a receiver appointed to its assets.



7.3 Notwithstanding anything contained in Section 7.2 above, either Party may terminate this MoU without assigning any reason by providing a 45days' prior notice to the other Party in writing.

7.4 Upon termination or expiration of this MoU, CMR shall immediately return or at the request of Amazon, destroy all the confidential information, Training Material or any other relevant materials provided by Amazon under this MoU for the provision of Training Services and shall cease using the same with immediate effect.

8. Confidentiality

The Parties agree that any information (including any written, tangible and/ or intangible information) exchanged between or disclosed by either Party to the other Party from time to time, including but not limited to information pertaining to the business of either Party, terms of this MoU and dispute between the Parties (if any), will be the confidential information of the said Party and neither Party will disclose the same to the public without taking the prior written approval of the other Party. The obligation of confidentiality contained under this Section will not apply to information

- (i) which at the time of the disclosure is or already was in the possession of the other Party as evidenced by written documents;
- (ii) which at the time of the disclosure was already in the public domain as evidenced by written documents;
- (iii) which was subsequently disclosed to the other Party by a third party having a lawful right to disclose the information and being under no obligation of confidentiality with regard to a Party; or
- (iv) Which is required to be disclosed by a Party to comply with applicable laws or governmental regulations, provided that the said Party provides prior written notice of such disclosure to the other Party and takes reasonable and lawful actions to minimize the extent of such disclosure.

9. Intellectual Property Rights:

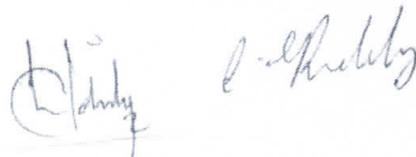
9.1 CMR agrees that Amazon will retain the exclusive interest in and ownership in the Training Material including all the intellectual property developed during the Training Services developed either solely or jointly with the aid of its employees and such rights shall, at all times, vest exclusively with Amazon and CMR shall not have any claim whatsoever in relation to the ownership of such intellectual property of Amazon. Further, CMR shall not have any right to use such intellectual property of Amazon for any purposes or in any manner other than as contemplated under this MoU, without the prior written consent of Amazon.

9.2 CMR agrees and acknowledges that Amazon shall own, all right, title and interest (including, but not limited to, all trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights) in any training material developed by CMR (whether solely or jointly with others), during the course of performance of the Training Services (hereinafter referred to as "**Work Product(s)**"). CMR shall only use such Work Product with respect to provision of the Training Services under this Agreement and agrees not to distribute, sell or make copies of the Work Product.

10. Ethics and anti-corruption laws

CMR agrees and undertakes to abide by Amazon's code of conduct available at <http://www.amazon.com/gp/help/customer/display.html?nodeId=200885140> ("Code") which prohibits the paying of bribes to anyone for any reason, whether in dealings with the government or the private sector or any statutory body. CMR will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this MoU. Amazon will have the right to immediately terminate or suspend performance under this MoU if CMR breaches this Section. CMR will maintain true, accurate and complete books and records

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concerning of matters relating to this MoU. Amazon and its designated representative will have the right to inspect CMR's books and records to verify such payments and for compliance with this Section.

11. Miscellaneous:

- 11.1 *Governing law and jurisdiction:* This MoU will be governed, construed and interpreted according to the laws of India and the courts at Delhi will have exclusive jurisdiction in relation to matters and/or disputes arising out of this MoU
- 11.2 *Independent contractors:* Amazon and CMR are independent contractors. Nothing in this MoU will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee.
- 11.3 *Assignment:* CMR will not assign any part or all of this MoU. Any attempt to assign in violation of this Section will be void. Amazon may in its sole discretion assign this MoU (or any of its rights and obligations under this MoU) without the CMR's consent: (a) to any of its Affiliates, or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. The term "Affiliate" shall mean any entity in which Amazon or its group companies have directly or indirectly, certain economic interest. For avoidance of doubt, any reference to an Affiliate of Amazon under this MoU shall mean "an Affiliate domiciled in India".
- 11.4 *Notices:* Notices under this MoU are sufficient if given by nationally recognized overnight courier service, speed post with acknowledgement receipt, e-mail, facsimile with electronic confirmation or personal delivery to the other Party at the address mentioned above and the following email addresses.

For Amazon:
Amazon Data Services India Private Limited
Block E, 14th Floor, Unit Nos. 1401 to 1421, International Trade Tower, Nehru Place, New Delhi – 110019

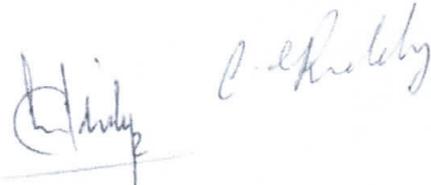
With a copy to:
Attn: Director Legal, Amazon
Block E, 14th Floor, Unit Nos. 1401 to 1421, International Trade Tower, Nehru Place, New Delhi – 110019

For CMR
Secretary & Correspondant, CMR Group of Institutions, Kandlakoya, Medchal Road, Hyderabad-501401, Telangana.

Notice is effective: (a) when delivered personally, (b) three business days after sending by speed post, (c) on the business day after sending by a nationally recognized courier service, (d) on the business day after sending by facsimile with electronic confirmation to the sender, (e) on confirmation of the e-mail being sent. A Party may change its notice address by giving notice in writing in accordance with this section.

- 11.5 *Forcemaieure:* Neither Party to this MoU will be liable to the other Party for any delay or failure on its part in performing any of its obligations under this MoU resulting from any cause beyond its reasonable control, including but not limiting to, strikes, riots, protests, mass demonstration, government imposed restrictions, civil commotion, fire, floods, explosions, acts of God, acts of State, war, enemy action or terrorist action, epidemic or pandemic.
- 11.6 *Severability:* If any provision of this MoU is determined by any court or governmental authority to be unenforceable, the Parties intend that this MoU be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

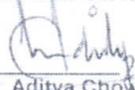
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The image shows two handwritten signatures in blue ink. The signature on the left is more stylized and appears to be 'Chandip'. The signature on the right is more legible and appears to be 'C. S. K. Reddy'.

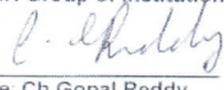
IN WITNESS WHEREOF, the MoU has been signed by the Parties through their authorized representatives here below, on the day, month and year first written above.

For Amazon
Amazon Data Services India Private Limited


Name: Aditya Chowdhry 06 April 2021
Designation: Cluster Manager
HYD & BPM Data Center Operations
Date: 6th April 2021



For CMR
CMR Group of Institutions


Name: Ch Gopal Reddy 6/4/2021
Designation: Secretary & Correspondent
Date: 6th April 2021

