

of definitive MOUs, acceptable in form and substance to both Parties. The Parties hereto shall not have any legal obligation with respect to such cooperation unless and until they execute definitive project MOUs for such cooperation.

NOW THIS MOU WITNESSES AS UNDER:

1. NATURE OF WORK

Magic Bus has developed a Skill development courses which it shall deliver to students at the college through its NGO partner centres across India for which the courses shall be conducted by Magic Bus as.

2. TERM

This Agreement is valid for **36 Months** starting from **18/04/2025 TO 18/04/2028** and can be extended on mutual agreement of both the parties.

3. RESPONSIBILITIES OF THE PARTIES

3.1. The MBIF undertakes that it shall:

- i. Shortlist the students from the list of candidates as per the eligibility criteria.
- ii. Conduct the training for students as per list of courses in Annexure I.
- iii. . Conduct Career Guidance Talk/Change Maker Sessions for students. iv. Provide certificate to the students who complete the course successfully.
- v. Conduct a training and conduct a placement drive to strengthen their future career prospects.
- vi. Provide placement assistance to eligible students.
- vii. Provide Job oriented training.

3.2. The College undertakes that it shall:

- i. Be responsible for sharing candidates' details from as per the objectives and guidelines provided by Magic Bus.
- ii. Provide necessary facilities and infrastructure to conduct the courses and for the objective of the Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

- a. All Intellectual Property Rights belonging to a Party prior to signing of this Agreement shall remain vested and remain the property of that Party.
- b. This Agreement does not constitute a trademark or service mark license by either party to other or its Subcontractors.

- c. College shall not use Magic Bus brand, logo, trademark, service mark or trade name or any intellectual property without Magic Bus prior written consent, the granting of which shall be within Magic Bus absolute and sole discretion and if so granted College will comply with Magic Bus brand guidelines and terms of brand usage. If such written consent is provided, College shall not by virtue thereof, acquire or obtain or have any rights in Magic Bus trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).
- d. Magic Bus shall not use College brand, logo, trademark, service mark or trade name or any intellectual property without college prior written consent, the granting of which shall be within college absolute and sole discretion and if so granted MBIF will comply with college brand guidelines and terms of brand usage. If such written consent is provided, MBIF shall not by virtue thereof, acquire or obtain or have any rights in college trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).

5. CONFIDENTIALITY

Parties shall maintain confidentiality of and shall not disclose any of the terms of this MoU and any other information related to the other Party or its representatives or affiliates, provided by either Party to the other pursuant to this MoU (**Confidential Information**), without prior written consent of the other Party, except where any Confidential Information:

- a. Is required to be disclosed by law, by order of a court of competent jurisdiction or by any law, rule or regulatory or governmental body having jurisdiction (provided that any Party so required shall if legally permissible and reasonably practicable inform the other Party about disclosure); or
- b. Where the Confidential Information is in or comes in to the public domain or is generally available to the public, in each case, other than as a result of breach of this MoU.

6. INDEMNITY

Parties shall indemnify, defend, and hold harmless the other party (including its successors, affiliates and assigns) and its respective directors, officers, employees, agents, etc. (the "Indemnified Persons") against any and all loss, expenses, costs, third party claims, damages, liabilities or fees (including legal fees and expenses) that the Indemnified Persons may suffer arising out of breach of any of the terms contained in this MoU.



7. NOTICE

Any notice or other communication to be given under this MoU must be in writing (which includes fax or email, but not any other form of Electronic Communication) and must be

delivered by hand or sent by post or courier or fax or email to the Party to whom it is to be given at its address appearing in this MoU as follows:

(a) To College at: CMR Technical Campus (Autonomous College)

(b) Address: Kandlakoya Village, Medchal Rd, near by Nehru Outer Ring Road, EXIT 6, Hyderabad, Telangana 501401

Phone: 9948064231

E-mail: cmrtc.tpc@cmrgroup ; cmrtc.tpc@cmrtc.ac.in

(c) Magic Bus India Foundation

Address: 3rd Floor, Reliable Plaza, Thane Belapur Road, Airoli, Navi Mumbai, Maharashtra 400708.

E-mail: thimmapuram.rao@magicbusindia.org

Or at any such other address or fax number of which it shall have given notice for this purpose to the other Party or Parties (as may be relevant) under this Clause. Any notice or other communication sent by post shall be sent by prepaid registered post and any notice sent by fax must be followed up by delivery through courier.

8. NOTICE OF TERMINATION OF MOU

- i. Either Party by giving one month's notice in writing to the Other Party may terminate this MOU before its expiry.
- ii. Both Parties shall also have the right to terminate the MOU without prior notice if
 - a) there occurs a breach of any terms of this MOU which remains uncured for a period of fifteen (15) days after being notified in writing to the other Party;
 - b) Either Party commits any act or omission which harms the reputation of the other party
 - c) Either party acts in a manner prejudicial to the interest of the other and affected party shall be the sole judge in this regard.

Upon termination, college shall forthwith return, without any delay, all unutilized courseware to MAGIC BUS, without claiming any right whatsoever on the same. iii. Expiry or termination of this MOU howsoever occasioned shall be without prejudice to rights and obligations occurred or incurred prior to the date of expiry or termination and accounts between the parties shall be promptly settled.

9. DISPUTE RESOLUTION

- a. In the event of any unresolved dispute or difference of any nature whatsoever between the Parties arise out of this MOU, it will be referred to single arbitrator, to be appointed by both Parties and the decision thereof shall be final and binding upon the Parties. The arbitration proceedings shall be conducted in English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and enactments / modifications, if any, thereof.
- b. Governing Laws and Jurisdiction. This MOU shall be governed and construed in accordance with the Indian laws and subject to the exclusive jurisdiction of competent courts at.

10. MISCELLANEOUS

i. Costs

Each Party shall be responsible for bearing its own costs and expenses incurred in connection with the transactions contemplated herein.

ii. Binding

This MoU shall constitute a binding agreement amongst the Parties and enforceable in accordance with its terms.

iii. Amendments

No modification or amendment of this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

iv. Relationship

None of the provisions of this MOU shall be deemed to constitute a partnership between the Parties and no Party shall have any authority to bind the other Party otherwise than under this MoU or shall be deemed to be their agent in any way.

v. Compliance with Applicable Law

Each Party hereby undertakes and agrees that it shall comply with Applicable Law in relation to the transactions contemplated under this MOU.

vi. Entire MOU.

This MOU supersedes all earlier MOUs, arrangements, letters correspondence, understandings etc. with respect to the subject matter of this MOU. Any modification, amendment or alteration in respect of this MOU or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.

vii. Severance.

If any of the provisions of this MOU is held to be not valid, remaining provisions shall however be valid and binding on both the parties.

viii. Authorization

The persons, signing this MOU on behalf of the Parties, represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

IN WITNESS WHEREOF the Parties have by duly authorized representatives **CMR Technical Campus (Autonomous College), Kandlakoya Village, Medchal**, their respective hands and seal on the date first above written in the presence of:

Signed by:



Dr . A Raji Reddy

Principal

Mobile: 9247033440

For and on behalf of

CMR Technical Campus (Autonomous College)

(FIRST PARTY)



Director

CMR Technical Campus
Kandlakoya (V), Medchal (M&O),
Hyderabad, Telangana-501 401.



Mr. T. Venkat Rao,

Programme Manager

Mobile: 9032003244

For and on behalf of

MAGIC BUS INDIA

FOUNDATION

(SECOND PARTY)