



తెలంగాణ తేలంగానా TELANGANA

S.No:55386, Date 12/09/2017 Rs.20/-

To :Smt.SALOMI

W/o :RAVI KUMAR

FOR WHOM:-R B V R REDDY WOMEN'S COLLEGE.

R/o.:-HYDERABAD.



11AA 748937

The Advocates' Co-op Society

Rep.By.G VIJAY KUMAR YADAV Licenced stamp Vendor,
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City Civil Court Premises, Dewan Devdi, Hyd(South)
District. Phone No. 040-24418387

MEMORANDUM OF UNDERSTANDING

BETWEEN

RAJA BAHADUR VENKATA RAMA REDDY WOMENS COLLEGE

AND

VNSERP TECHNOLOGIES PRIVATE LIMITED

THIS Memorandum of understanding is made on this day, The _____ 2017 between Raja Bahadur Venkata Rama Reddy Women's College represented by Principal, having its office at Narayanguda, Hyderabad, Telangana State (hereinafter referred to as "College" which term shall wherever the context so requires, mean and include its successors and assigns) on the First part.

AND

VNSERP Technologies Private Limited represented by Mr. Rajesh Kumar Natarajan (Director). Hereinafter referred to as "Company" (which term shall wherever the context so requires, mean and include its successors and assignees). With its registered office at D.No. 336, 6-3-347/12/A/11, Punjagutta, Banjara Hills – 500082 Hyderabad – Telangana

The "Company" submitted proposal to Principal – Raja Bahadur Venkata Rama Reddy Women's College (the "College"), to offer its **"Talent Transformation & Industry Orientation Program for Students"**, whereas the "College" has offered the "Company" to conduct classes in their premises.

1. DEFINITIONS

- a. The term "Commencement" shall mean the date of signing of the Memorandum of Understanding.
- b. The term "Centre" shall mean the Computer Training Centre / Conference hall or Lab as applicable at the "College" premises.

2. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is

- a. To promote interaction between the "College" and the "Company" in mutually beneficial areas.
- b. To provide a formal basis for the interaction between the "College" and the "Company" in the areas of Industry relevant training and workshops for the benefit of students

3. PROPOSED MODES OF COLLABORATION

The “College” and the “Company” propose to collaborate through

- a. Training of the students of the “College” through workshops and training programs conducted by the “Company”.
- b. Any other appropriate mode of interaction agreed upon between the “College” and the “Company”.

Each of the above modes of interaction will be initiated by either of the parties to this MOU Within a mutual framework agreed upon by both the parties

4. ACADEMIC COMMITTEE

- a. An academic committee shall be formed to monitor the syllabus, progress of the course and fees structure. It will consist of 2 representatives from the “Company” and 1 representative from the “College”.
- b. The course fee is indicative and can be revised based on the topic / course content with mutual consent of the “College” and the “Company” representative.
- c. To make the course / trainings more practical and enable the students to be industry ready the academic committee can discuss and propose introduction of new topics / course as they deem fit for the students.
- d. Any changes would be mutually agreeable and would be done post the completion of the existing Course / Training or before the start of a new Course / Training session.

5. TIMETABLE / TRAINING SESSIONS

- a. Both the parties shall create a mutually agreeable time slots for such training/workshop sessions depending on the availability of the Students & Trainers and availability of the infrastructure at the “College” premises.
- b. The sessions thus agreed upon shall be agreeable by both the parties (Date/ Day /Time etc.)
- c. The sessions thus agreed can be changed based on the agreement of the Academic Committee depending on the prevalent situation / unforeseen issues beyond the control of both the parties.

6. FORMS OF WORKSHOPS AND TRAINING PROGRAMS

The form of any of the said Training and Workshop Program (hereinafter referred to as **“Talent Transformation & Industry Orientation Program for Students”**) will be subjected to a mutually agreed list of Training / Workshops between both the Parties and includes conducting the training / workshops by the “Company” at the facility provided by the “College”

7. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - i. Is in the public domain at the time of the disclosure or comes within the public domain without fault of the receiving party
 - ii. Is already known or become known to the receiving party
 - iii. Is received from a third party having no obligations of confidentiality to the disclosing party
 - iv. Is independently developed by the receiving party; or
 - v. Is required to be disclosed by law or court order

8. NON-EXCLUSIVITY

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the their party.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each party shall bear the respective costs of carrying out the obligations under this MOU

12. ROLES AND RESPONSIBILITIES OF THE PARTIES

Where as the “Company” is desirous of undertaking student training programs and workshops for the students of “College”, the two parties to this Memorandum of Understanding, with the intention of both being legally bound, accept the following roles and responsibilities

The “Company”

- a. Organize student training and workshops for the students of the “College”
- b. Not make any financial commitment on behalf of the “College”, nor shall take loans or create any financial liability binding the “College” under this agreement;
- c. Have all employees relating to conducting the training/workshops on its payroll, or shall invite outside Guest Speakers / Faculty on its own, and the “College” shall have no legal, financial or any other responsibility towards them;
- d. Follow the course as agreed with the “College” and as per the agreed proposal submitted to the “College”. The courses / workshops can be added or deleted subject to a written communication (not limited to email) from time to time
- e. Maintain records of the trainers / student’s attendance, and share them with the “College”
- f. Not realize any fees from the trainees in any form whatsoever
- g. Provide free of cost counselling and guidance to the students for 3 months after the training.
- h. Register trainees for organizing training programs as per the list of attendees received from the “College”
- i. Develop and provide the course content and the approved application forms for the Training / Workshops to be conducted to the “College”

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- e. Maintain records of the trainers / student’s attendance, and share them with the “College”
- f. Not realize any fees from the trainees in any form whatsoever
- g. Provide free of cost counselling and guidance to the students for 3 months after the training.
- h. Register trainees for organizing training programs as per the list of attendees received from the “College”
- i. Develop and provide the course content and the approved application forms for the Training / Workshops to be conducted to the “College”

- j. Shall provide study material to the participants individually after finishing the required admission formalities. The same would be in the soft / hard copy format to the students for reference purposes and should be used for self-training and should not be circulated for commercial purposes.
- k. Shall provide the teaching staff (computer faculty, C.A faculty and PDP / English Faculty) for the Training / Workshops to be conducted for the students. The “College” shall not have any responsibility for the same.

The “College”

- a. Shall review the content submitted by the “Company” and submit its inputs for any changes to be made to the training / workshop content before the workshops are conducted by the “Company”
- b. Provide norms and guidelines for the conduct of the Training and Workshops for the students
- c. Provide the required infrastructure facilities to conduct the student training / workshops which will be limited to the following:
 - i. Computers with necessary software
 - ii. Printers & Photocopiers, as required
 - iii. Audio/Visual equipment like projector’s & screens etc.
 - iv. Training rooms for conducting student counseling and workshop sessions
 - v. Required furniture for the students attending the training sessions / workshops
- d. Shall provide the list of trainees for the Workshops / Trainings to be conducted to the “Company”
- e. Shall ensure that the payments are made to the “Company” for the training / workshops agreed to be conducted a week before the start of the Training /workshop.
- f. Provide timely clarifications regarding Academic inputs and any other necessary information to the “Company”
- g. Shall be responsible for the logistics and operational aspects for the Training / Workshops to be conducted

13. FORCE MAJEURE

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, war, riots, strikes, natural calamities, etc., neither the "Company" nor the "College" shall be held responsible for any loss or consequential loss thereof.

14. INDEMNITY

The "Company" hereby agrees jointly and severally to indemnify the "College", their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges and taxes.

Similarly, the "College" shall be liable to indemnify / compensate the "Company" on account of any losses arising due to the fault of the "College"

15. LIABILITIES

The "College" shall not, however, be liable for:

- a. Any payment of claims by the employees of the "Company"
- b. Discharging any financial commitments made by the "Company"
- c. Any suit on account of the demands for infringement of copyright and other laws by the "Company" which have no nexus with the objectives of the MOU being entered into

The "Company" shall ensure that all its software is legal. The "College" shall not be responsible in any ways for any liabilities arising out of the use of pirated software

16. BREACH OF AGREEMENT

The "College" shall have the right to terminate the agreement with the "Company", in case the "Company" fails to provide the services successfully and in a manner consistent with the agreement, or violates any of the clause mentioned in the MOU, or exploits the students or misuses the partnership with the "College" in any way.

17. AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

The obligations of the “College” and the “Company” have been outlined in this MOU. However, during the operation of this MOU, circumstances may arise which call for alteration or modifications of this MOU. Such alterations or modifications will be mutually discussed and agreed upon in writing

18. PERIOD OF VALIDITY

This Agreement shall come into force from the date of signing and will be valid for three years. Negotiations as to any extension of this Agreement of another year to the terms of any such extension shall be taken up year prior to the expiry of this Agreement subject to the approval of both the parties.

19. ARBITRATION

Any disputes arising with regard to any aspect of this MOU will be resolved by the academic committee jointly.

NOW IT IS AGREED by and between the parties as follows: -

TERMS & CONDITIONS

- a. Both the parties agree to abide by the terms as mentioned in Annexure I unless otherwise agreed under this agreement.
- b. Both parties agree to the terms and conditions for executing Trainings/Workshops as per attached annexure-II
- c. The “College” will submit the entire fee receipt to the “Company” on daily basis in the account.
- d. The “College” will submit all the reports as required by the “Company” from time to time.
- e. The “Company” reserves the right to inspect the premises of the “College” for smooth running of the courses.
- f. The “College” and the “Company” would agree on a minimum (15 to 20 participants) and a maximum number of participants for each course / topic offered. The same can be mutually agreed by both the parties to this MOU.

- g. As Taxes beyond the control of both parties. The fee structure quoted excludes the Taxes payable to the Government agencies / authorities etc. The current GST rate on trainings etc., is 18% which shall be charged extra or as applicable over and above the quoted course fee.

FOR

RBVRR Women's Degree College

(Hyderabad)

(Signature)

PRINCIPAL

RBVRR Women's College
Hyderabad, Hyderabad

Witness:

1. Shikha
2. S. Salami

FOR

VNSERP Technologies Pvt. Ltd

(HYDERABAD)

(Signature)

DIRECTOR

For VNSERP TECHNOLOGIES Pvt. Ltd.

[Signature] Director

Witness:

1. [Signature]
(Manoj Joshi)
2. B. Sankar
B. Sankar