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SONS' INDIA
Software

MEMORANDUM OF UNDERSTANDING

Between

SONS INDIA SOFTWARE PVT LTD

And

Potti Sriramulu Chalavadi Mallikarjuna Rao College of Engineering and Technology

This **MEMORANDUM OF UNDERSTANDING** is made this 3rd day of June in the year Two Thousand Fourteen by and between **Sons India Software Pvt. Ltd**, is contract Partner with **YASH technologies Pvt Ltd**, a global IT Solutions & Services enterprise, having its registered office at II Floor, Stanzoo Heights, Plot No.21, Rao & Raju Colony, Road No.2, Banjara Hills, Hyderabad, 500033 India (hereinafter referred to as "Sons India") which expression shall where the context admits, include its successors or assignees.

And

Potti Sriramulu Chalavadi Mallikarjuna Rao College of Engineering and Technology (hereinafter referred to as the "Institution")

WHEREAS Sons India

- is engaged in providing IT Solutions and Services across several industry verticals (hereinafter referred to broadly as "projects" for the purpose of this MoU)
- has a proven track record of successful execution of complex, long-term and high-value IT Solutions in the private as well a government sector on a bespoke development, BOO or BOT basis.
- has launched Experience for Employment (E for E) which is designed to prepare students in Academic Institutions to compete for jobs in the high-growth IT Employment sector.
- is desirous of partnering with entities, that have high credibility in their area of specialization, for fulfilment of its business objectives.

WHEREAS

Potti Sriramulu Chalavadi Mallikarjuna Rao College of Engineering and Technology ("Institution") is a multi-disciplinary education institution conducting University-approved education programs in several areas such as Engineering, Management Sciences, Life Sciences, Technology etc., and enabling pursuit of professional education and research and is desirous of

- Improving the placement potential of the students that graduate from its portals.
- Establishing a strong industry-academia interface to facilitate industry exposure to the students thereby improving the industry-readiness.

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For SONS' INDIA SOFTWARE PVT. LTD.

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College of Engineering & Technology
Kothapet, VIJAYAWADA-1.



- Enabling the students of non-CS/IT streams to become capable of competing for jobs in the emerging IT sector.

And Institution is therefore willing to and interested in

- Working in collaboration with IT Companies to determine Industry expectations from academics.
- Enabling IT Companies to impart Industry required experience to the students.
- Committing the available resources – persons and infrastructure - that are already present in the institution so that the company can implement the co-curricular program using the Institution's resources.

Now this MoU witness that both Sons India and Institution agree to collaborate and work together as per Modalities and Terms of Reference set forth hereunder

MODALITIES OF OPERATION OF THIS MoU.

1. Identification of business opportunities (Prospects) for joint pursuit: Both entities shall identify beforehand and agree upon business opportunities (hereinafter referred to as "prospects" or "projects") that are to be pursued jointly under the purview of this MoU. Such identification shall mean that
 - 1.1. Delineation of Roles and Responsibilities: both entities shall discharge their respective Roles & Responsibilities and share Revenues as per mutual Specific Project Agreements (SPAs) that are specific to each "prospect" (presale) or "project" (post- sale).
 - 1.2. Mutual Respect and Non-Circumvent: Neither entity shall circumvent the other entity in any manner whatsoever. More specifically
 - 1.2.1. Neither party shall offer pro-actively employment or reactively consider for employment each other employees.
 - 1.2.2. The institution shall not enter into an agreement with any another entity for programs that offer services in similar manner or in same subjects.
2. Execution of Specific Project Agreement (SPA) for each course of the program: Specific Project Agreements (presale and post-sale) shall be executed on a case by case basis. If SPA is not executed for a specific Prospect or Project, then neither entity shall be bound by provisions of this MoU. The SPA(s) shall form a separate agreement and shall clearly contain the following information.


2.1. Identity of the Specific Project –

Detailing of areas of mutual assistance and sharing of information with respect to the project.

2.2. Define Roles and Responsibilities of both entities with respect to the Project.

TERMS of REFERENCE

3. SCOPE: The scope of this MoU is to reiterate intent to work together and outline the areas of mutual co-operation between the two entities. No financial commitment towards each other is either


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expressed or implied on the part of either entity. The areas of mutual co-operation and work items thereof given in the following sections are only indicative and not exhaustive or conclusive. It is an indication of capabilities of both entities but not automatic availability for any initiative. The actual availability of these capabilities for deployment in any project is to be checked mutually and articulated in the respective SPAs. These work items shall be listed, their costs estimated and agreed upon individually on a case-by-case basis and shall form the basis of the post-sale SPAs.

Sons India Shall –

Conduct Seminars, Presentations, Selection Exam for the Students etc in the Institution.

Plan for and Organize a project as per requirements.

Design Course curriculum/coverage as per the project requirement, in consultation with client.

Sons India shall pay the sty fund of Rs. 800/- to Rs.1000/- per month for each student / participant depending up on allocated work completion.

Institution Shall –

Provide classroom(s) for Facilitate hands-on sessions on various technologies on which training is imparted to the Students on theory sessions and computer labs for hands-on sessions during training programs.

Conduct pre-session assessments and post-session assessments on the student at the end of each course of the training programs.

Provide resources including computer lab with computers, required software for project development.

JOINT (Sons India and Institution) Work Items –

Nominate coordinators as nodal contact to represent the organization and promote interface so as to plan, implement, monitor and review to meet the specific objective from time to time.

Draw the attention of the top management of the parties in case of any interface or operational problems.

Ensure that the training programs complete in time or with a tolerable slippage to maximize the benefit for the parties involved for project development.

Development of capabilities to conduct new training programs as and when the need is felt and based on feasibility of such an exercise.

Certification - This refers to issue of project completion certificate of a student, which will be awarded jointly by Institution and Sons India at the end of graduation (As a project development Experience certificate)

FINANCIAL ASPECTS

Expense at own Discretion: Both entities shall deploy money, time and other resources at one's own discretion and cost.

Neither entity shall hold the other liable for the expenses incurred by it.

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No Indirect Commitment:

No indirect financial commitment from either entity towards the other is either expressed or implied.

Own Provision for Expenses:

Each entity shall make its own provisions for expenses that it may decide to incur for the performance of its role as outlined in earlier sections of this MoU.

COMMUNICATION

Any communication or notice or intimation shall be addressed to the nodal contacts of the respective parties and also sent to the registered address of the parties concerned and such a communication sent by e-mail, tele-fax, registered / air-mail shall be deemed to be sufficient.

CONFIDENTIALITY AND NON-DISCLOSURE

Any software / hardware material, product specifications, financial information, documents covered under this MoU shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the respective owners. All such information / material shall be treated as confidential for a minimum period of three years after the Agreement comes to end or as agreed from time to time.

FORCE MAJEURE

Both entities shall indemnify each other against any failure to carry out ones commitment due to unforeseen circumstances or to causes beyond their reasonable control, including but not limited to acts of gods, war, riot, embargoes, acts of civil or military authorities, fire, floods, energy, labor or materials. In the event of any such delay, parties may defer the date of executing their responsibilities for a period equal to the time of such delay.

INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights in respect of the services provided / products / solutions developed by either party shall remain with that party. Projects carried out jointly shall vest rights for both the parties to jointly own the Intellectual Property and not display or show it off without the consent of the other party to a third party. All revenues from the Intellectual Property shall be shared between the two parties based on the legal agreement entered on case to case basis.

VALIDITY

This Agreement shall remain valid initially for a period of Three years from the date of signing. The validity of the Agreement may be extended by mutually agreed terms and conditions.

DISPUTES AND RESOLUTION THEREOF

This Agreement is based on both, the perceived immediate benefits and on developing and building enduring relationships serving and safeguarding the technical and commercial interests of the parties hereto. Hence any question, doubt or dispute arising out of the interpretation of any terms of usages herein or on the implementation and functioning of the various understandings forming a part of this Agreement shall be resolved by nominated "authorized persons" of the respective organizations viz. General Manager – Finance, Sons India International Ltd. and Principal / Secretary cum Correspondent of Institution for the purpose mentioned herein, through discussions and negotiations based on consensus, in the spirit of developing and strengthening the mutual relationship. Such discussions will

For **SONS' INDIA SOFTWARE PVT. LTD.**



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TERMINATION

This MoU may be terminated prior to completion of the Validity period indicated in Clause 8 above, with three month of notice and with the written consent of the General Manager - Finance, Sons India Software Pvt Ltd. and Chairman/Principal of the Institution. All intellectual property (Data, Designs / Drawings, Documents, Information, Software etc.) will be returned to the respective organization on such intimation.

This termination by either party by giving a notice of at least three months is to enable the parties here to assess the monetary impact and such other related factors impinging on the interest of the parties. The commitment and liabilities of all parties as on the date of notice of termination will be for such period beyond the termination of MoU as agreed.

Signed, sealed and delivered under the hands of the authorized representatives of the two parties hereto on the first written herein above.

For and on behalf of
Sons India Software Pvt. Ltd
Authorized Signatory



For SONS' INDIA SOFTWARE PVT. LTD.

Name: T. Sudarshan Reddy
Designation: Director Finance
(With Seal) **Director**

For and on behalf of Institution
Potti Sriramulu Chalavadi Mallikarjuna Rao
College of Engineering and Technology
Authorized Signatory

Name: Dr. K. Nageswara Rao
Designation: Principal
(With Seal)

Handwritten: kowar 3/6/14

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