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 11 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.

Ph: 040-66666471  
Fax: 040-66666472  
URL: www.sonsindie.co.in
• 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
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.

II Floor, Stanzoo Heights, Plot No.21, Rao & Raju Colony, Road No.2, Banjara Hills, Hyderabad, 500033
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

II Floor, Stanzoo Heights, Plot No.21, Rao & Raju Colony,
Road No.2, Banjara Hills, Hyderabad, 500033
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 and on behalf of Institution
Potti Sriramulu Chalavadi Mallikarjuna Rao
College of Engineering and Technology
Authorized Signatory

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

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

PRINCIPAL
Potti Sriramulu Chalavadi Mallikarjuna Rao
College of Engineering & Technology
Kothapet, VIJAYAWADA-1
FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Rowlene Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as “Parties” and individually as a “Party”.

WHEREAS:

a) TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services");

b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on Schedule 2.

"LISP" shall mean Local Infrastructure Service Provider

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

"Usage Period" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service - TCS requires an end to end infrastructural support to use the Facilities as set out in Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the examination and the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities during Usage Period, TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

2. Term and Renewal - This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.

3. Obligations of the LISP - LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities to TCS and its Customers and shall assist and cooperate with TCS to enable TCS to render Services to its Customers. LISP shall also ensure that Location is free of disturbance while TCS is using the same. In the event, the LISP has agreed to provide personnel as part of Facilities, the LISP shall ensure that such personnel have necessary expertise as required by TCS. LISP shall ensure that the power supply and its back up in form of diesel generator is available and is in working condition along with availability of fuel, back up electrical cables, electronics, as stated in Schedule 2 of this Agreement. LISP shall ensure that all networks, networking and network connectivity is available at all times mentioned in Schedule 3. LISP shall, at all times, comply with applicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations under this Agreement. LISP shall also procure and maintain required approvals, permission, consent throughout the term of this Agreement. LISP shall also obtain written consent from TCS before undertaking any maintenance activity with respect to facilities which may jeopardize the timelines as stated in the work Order dated TCS to the LISP. LISP shall also on regular intervals submit what is required by TCS or by applicable statutory authorities for compliance with all applicable laws, regulations of permits in any such approvals, permission, consents. LISP shall make Facilities for exclusive use by TCS during the Usage Period.

4. Fees - TCS shall pay Fees to LISP as per Clause 3 in Schedule 2, after deduction of applicable tax at source (TDS) and provide LISP with a receipt in prescribed format. Such deduction of tax under this Agreement shall be exclusive of applicable tax.

5. Representations and Warranties - Each Party hereby represents and warrants to the other that: (i) it is an entity duly organized and validly existing in good standing under the laws of its country of domicile and shall comply with all applicable Laws; (ii) it has the full right and authority to enter into this Agreement and perform its obligations (including providing Facilities) under this Agreement and to have all necessary approvals, consents or permits required under, its charter of organization, or any contract or other agreement by which it is a party. Further, LISP warrants that all Facilities provided as per Schedule 2 are in working condition through the duration of the term of this Agreement.

TCS Services Limited

201394

Date 2-2-2018

Print Name: Ajay Pandey

Designation: Head - Service Delivery

Proofread by: Sameer Thakur

Date 2-2-2018

Print Name: Sameer Thakur

Designation: Asst Manager - Service Delivery

TCS India P Ltd.

Date 2-2-2018

Print Name: Gauri Soni

Designation: Manager - Service Delivery

TCS India P Ltd.

Date 2-2-2018

Print Name: Gauri Soni

Designation: Manager - Service Delivery

TCS India P Ltd.

Date 2-2-2018

Print Name: Gauri Soni

Designation: Manager - Service Delivery

TCS India P Ltd.
charges, taxes etc with respect to Facilities provided to TCS and shall be liable to pay any such applicable fees, charges, taxes etc during the term of this Agreement. LISP shall indemnify, defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from breach of the aforesaid warranties or from the violation of any laws, rules, regulations or statutory requirements.

6. Limitation of Liability:- TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

7. Confidential Information:- Each Party receiving the Confidential Information (the “Receiving Party”) acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the “Disclosing Party”) hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party’s Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party’s written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. Intellectual Property Rights:- LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

9. Termination:- (10.1) Termination for convenience by TCS. TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement convenience. In the event if LISP terminates this Agreement convenience, the same shall be construed as material breach of Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.

(10.2) Termination for Material Breach. Either Party may terminate the Agreement immediately by a written notice to the other Party in event of a material breach which is not cured within thirty days of receipt of the said notice period. Failure of LISP to abide by the Service Levels and denial of access by LISP to TCS on the Facilities shall termed as material breach and the Agreement shall immediately terminated by TCS.

(10.3) Effect of termination. Either party shall return to other party of other party’s confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

10. Miscellaneous:- (11.1) Independent Contractors Agreement. LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

(11.2) Change Request: Any changes to this Agreement shall be in the form of change order (“Change Request”) as attached in Schedule 4 and shall be signed by both Parties.

(11.3) Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of or in connection with the Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts of Mumbai shall have exclusive jurisdiction.

(11.4) Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof.

(11.5) Notice: Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives

Potti Srramulmu Chalavadi Mallikarjuna Rao
College of Engineering and Technology

By: [Signature]
Name: Dr K Nagendra Rao
Title: Principal

TATA Consultancy Services Ltd.

By: [Signature]
Name: Mr. Venu Nagawami Ramaswami
Title: Global Head - TCS ION

PRINCIPAL
Potti Srramulmu Chalavadi Mallikarjuna Rao
College of Engineering & Technology
Kothapet, VlAYAWADA-520 001.
<table>
<thead>
<tr>
<th>MSP Name</th>
<th>Invoicing Entity</th>
<th>Register's Office Address</th>
<th>Details of Contact Person</th>
<th>Location Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potti Sriramulu Chalavadi Mallikarjuna Rao College of Engineering and Technology</td>
<td>Potti Sriramulu Chalavadi Mallikarjuna Rao College of Engg and Technology</td>
<td>#7-3-6/1, Raghava Reddy Street, Kothapet, Krishna District, Vijayawada, Andhra Pradesh, India-520001</td>
<td>Ch. Venkateswara Reddy Associate Professor, CSE Dept. <a href="mailto:creddy19@gmail.com">creddy19@gmail.com</a> 9247490165</td>
<td>Vijayawada</td>
</tr>
</tbody>
</table>

**Contract Term**
3 years from Effective Date

**Effective Date**
03-Aug-2015
SCHEDULE 2

1. Facilities: Facilities shall be inclusive but not limited to the following listed:

   a. General Facilities

      i. Furnished IT labs with furniture,
      ii. Air-conditioned server & UPS room
      iii. First Aid
      iv. Fire Extinguishers
      v. Drinking water
      vi. Cafeteria
      vii. Rest Rooms and Toilets
      viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

   b. Diesel Generator Facilities

      i. Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid AMC and service certificate at all times

   c. Assessment Support:

      i. As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the invigilation supervision service with TCS and/or its Authorized Personnel as and when required

      ii. LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply.

2. LISP Hardware:

   Based on requirements of TCS, as per Work Order (as per 5 (a) below), including but not limited to the following as applicable:

   a. Computer Nodes (Per Node Contracted and Used Per Session)
   b. LAN Facility
   c. Surveillance Camera facility to record a session based on TCS requirement
   d. Recording media (CD/DVD)
   e. Webcam for registration based on TCS requirement
   f. Internet Connectivity (with at least broadband connectivity)
   g. Laser/Ink Jet Printer (Per Unit)
   h. Printer with printing paper
   i. UPS
   j. Generator back up

3. Fees:

   a. TCS shall pay Fees only for LISP Hardware for nodes as specified in the Work Order.
   b. The rate per node shall be determined basis "Category" as specified in Work Order. Various Categories are listed below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Number of Shifts</th>
<th>Personnel and Miscellaneous Cost</th>
<th>Rate per Node - LISP Hardware</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>One Shift</td>
<td>Excluded</td>
<td>40</td>
</tr>
<tr>
<td>CB2</td>
<td>Two Shift</td>
<td>Included</td>
<td>120</td>
</tr>
<tr>
<td>CB3</td>
<td>Three Shift</td>
<td>Included</td>
<td>150</td>
</tr>
<tr>
<td>CB4</td>
<td>Four Shift</td>
<td>Included</td>
<td>165</td>
</tr>
</tbody>
</table>
c. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Personnel Description</th>
<th>Single Shift Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Test Centre Administrator</td>
<td>Rs. 750 per shift</td>
</tr>
<tr>
<td>2</td>
<td>IT Managers</td>
<td>Rs. 600 per shift</td>
</tr>
<tr>
<td>4</td>
<td>Invigilators</td>
<td>Rs. 500 per shift</td>
</tr>
<tr>
<td>5</td>
<td>Support</td>
<td>Rs. 300 per shift</td>
</tr>
</tbody>
</table>

d. Other Reimbursements: Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surveillance Camera facility to record a session</td>
<td>Rs. 10 per node per day</td>
</tr>
<tr>
<td>2</td>
<td>Print Per Sheet</td>
<td>Rs. 1 per sheet</td>
</tr>
</tbody>
</table>

e. Diesel Generator Cost: Basis of actual utilization LISP will charge TCS for reimbursement of diesel expenses for the proportionate DG usage (i.e. period utilized, load shared, etc.) at rates specified below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Diesel Cost</td>
<td>Rs. 600 per hour</td>
</tr>
</tbody>
</table>

4. Miscellaneous:

a. TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise invoice after the Usage Period. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.

SCHEDULE – 3
SERVICE LEVEL CREDITS

- LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel
- LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.
Memorandum of Understanding

Partnership Programs between
Potti Sriramulu Chalavadi Mallikarjuna Rao College of Engineering and Technology, Vijayawada and Zenopsys Technologies Pvt. Ltd, Bangalore

This Memorandum of Understanding (MoU) is made between

Potti Sriramulu Chalavadi Mallikarjuna Rao College of Engineering and Technology, 7-3-6/1, Raghavreddy Street, Kothapeta, Vijayawada, Andhra Pradesh 520001, hereinafter called PSCMR;

and

Zenopsys Technologies Pvt. Ltd, Hosakerehalli 5th Block, Banashankari 3rd Stage, Bengaluru, Karnataka 560085, hereinafter called Zenopsys.

In order to promote cooperation and the advancement of academic and educational exchanges between PSCMR and Zenopsys both parties agree to formalise a MoU as follows:

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- Academic visits
- Faculty Exchange Programme
- Organization of seminars, workshops and conferences including the exchange of mutual experiences in research, and industrial practice.
- Explore possibilities of joint twinning programmes in interdisciplinary areas of specialisation of high relevance to both parties
- Participation in seminars and academic meetings
- Internship arrangements

The terms of cooperation for other specific activities contemplated under this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any such activities agreed upon will be recorded and governed by a separate document executed by both parties.
Activities to be organised under this agreement will be the responsibility of the Heads of both parties or of persons designated by them. This MoU imposes no financial obligations on either party. Both institutions understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

Nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to an intellectual property currently licensed to or belonging to either Party. An intellectual property held by Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

This MoU will remain current for five years with the understanding that either party may terminate it by giving the other party twelve months' written notice, unless an earlier termination is mutually agreed upon.

Each party shall not make any public announcement or statement or publish or release any information in relation to any proposed activity or proposed collaboration without the prior written approval of both parties. Each party shall keep confidential any information that it receives from the other party which is marked confidential or which apartay notifies the other party is confidential.

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