

తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 621 Date. 25/04/2019, Rs.50/-

Sold to: Ch. Gopal Reddy

S/o. W/o. D/o. Ch. Malla Reddy Plo HYD

For Whom: CMR Group of Institutions, Medchal Road HYD

P. Laxmana Chary 734121
P. LAXMANA CHARY
 LICENCED STAMP VENDOR
 LIC No: 15-10-038/2013
 Ren. No: 15-10-07-1/2019
 H. No: 1-59/67/A, New Colony Miyapur,
 Miyapur Village, Serilingampally Mandal,
 Ranga Reddy Dist. Phone: 9394826132

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on this, the 27th of Apr'19, at Hyderabad

BY AND BETWEEN

VIRTUSA CONSULTING SERVICES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Sy. No. 115, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad-500019, Andhra Pradesh and represented by its authorized signatory Mr. Vasu Pendyala (hereinafter referred to as 'Virtusa which expression whenever used shall mean and include its successors, administrators and assigns) of the ONE PART;

AND CMR GROUP OF INSTITUTIONS (CMRCET/CMRIT/CMRTC/CMREC), declared as a CMRGI and having its campus at Kandlakoya, Medchal Road, Telangana - 501401 represented by its authorized signatory Mr. Ch. Gopal Reddy (Hereinafter referred to as 'Partner (which expression whenever used shall mean and include its successors, administrators and assigns) of the OTHER PART;



Private and Confidential - MOU between Virtusa Consulting Services Private Limited and CMR Group of Institutions

Ch. Gopal Reddy

(Virtusa and the Partner are individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS Virtusa is a global information technology services company and provides IT and business consulting, application support and maintenance, development, systems Integration and managed services to its customers.

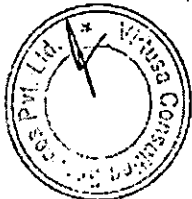
AND WHEREAS the Partner is a **CMR GROUP OF INSTITUTIONS** and has evolved a comprehensive student-centric learning approach consisting of several stages, designed to add significant values to the learner's understanding in an integrated manner, covering relevant knowledge, practical skills and positive attitudes.

AND WHEREAS the Partner, for the purpose of enriching practical skills and imparting industry relevant course curriculum to students of all engineering disciplines in the field of Information Technology("IT"),has approached Virtusa with a proposal for forging an industry-institute academic alliance to facilitate and train the Partner's students and faculty on Java (Full Stack) by utilizing the Virtusa's relevant experience and projects, and by deputing its technicians at the lab of Partner with the object of providing exposure to the Partner's faculty and students to current industrial needs and requirements.

AND WHEREAS Virtusa, with a bona fide and non-commercial intention of educating the students of the Partner and making the students more exposed to the present industrial needs and requirements thereby reducing the cost and time involved in training and making them skill based personnel after graduation, has agreed to the proposal of the Partner

AND WHEREAS this MOU is intended to be legally binding between the Parties and is enforceable in accordance with the applicable laws and regulations.

Accordingly, the Parties have decided to reduce into writing their mutual representations and understanding as stated hereunder:



NOW THIS MOU WITNESSETH AS FOLLOWS:

1. That the Parties on this day have executed this MOU with an intention to enhance the quality of the education for students of the Partner, to train the faculty of the Second Party and also for the purpose of industry institute collaboration between the Parties subject to the following terms and conditions:
 - a. The Partner shall establish a lab with the specified infrastructure requirements of Virtusa and shall use the lab for imparting the course/training. This lab shall be exclusive to the use of the purpose stated under this MOU and will not be used for running other courses of the Partner
 - b. Virtusa shall provide the Partner with the material, software, and access to the Java library during the term of this MOU and the Partner shall use the materials, software and access to the Java library under the guidance of designated representative of Virtusa and for the purpose specified under this MOU.
 - c. The Partner shall nominate two or three faculty members for undergoing the Trainer certification program at Virtusa office at Hyderabad for two weeks. The faculty, after completion of certification, will be allowed to train certain number of students as agreed upon by the parties in writing from time to time.
 - d. The final year students to be trained shall be pre-selected by Virtusa (hereinafter referred to as the 'Pre-selected Students'.
 - e. The course will be imparted for the duration specified by the Virtusa as an additional training program. This program will be run during the pre-final semester of the graduation course being offered by the Partner for the Pre-selected students.
 - f. The Partner shall not charge the Pre-Selected Students any fee for this course. If it is found that the Partner has charged fees for this program from students, Virtusa shall have the rights to terminate this MOU or pursue other remedies available at law against the Partner.



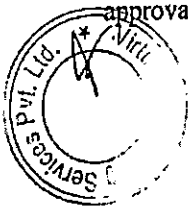
A handwritten signature in black ink, appearing to read "C. Phalaky".

5. Any information or documentation received by the Partner during the term of this MOU shall be deemed as 'Confidential Information' under this MOU. The Confidential Information includes, but is not limited to, any information, course material, plans, discussions, strategies or any material provided by Virtusa to the Partner, and Virtusa's technology including discoveries, inventions, research and development efforts, manufacturing processes, hardware/software (regardless of media) design and maintenance tools, and hardware/software product know-how, which may be disclosed by Virtusa to the Partner during the pendency of this MOU. Confidential Information shall also include any information marked "Confidential" or "Proprietary" but does not include any information already in the public domain or such information which was obtained from a third party. The Partner shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with the performance of this MOU. Upon expiration or termination of this MOU, Partner shall cease using all such Confidential Information and it shall either destroy or return all copies of such Confidential Information, in whatever form. The Partner or any of its personnel/ students/ faculty shall not disclose the Confidential Information during the term of this MOU and for a period of 5 years after.

The Parties shall not make unauthorized use of the trade name, trade mark, copyright, patent, symbol , licenses, or designation belonging to the other party without prior approval and permission. In the event, the Partner or any of its personnel/students/faculty breach its confidentiality obligations or infringe the intellectual property of Virtusa, Virtusa shall have the right to pursue appropriate remedies available at law and shall be entitled to equitable relief. In addition, the Partner shall indemnify, defend and hold harmless Virtusa, from and against all claims and all losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to breach of confidentiality obligations, applicable laws and regulations and infringement of intellectual property.



6. Virtusa shall also provide requisite publicity material such as handouts, information brochures and posters, if applicable to the Partner . Upon expiration, termination of this MOU or when requested by Virtusa, the Partner shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form to Virtusa.
7. Except for collaboration related to Java, the Partner is not debarred from having collaborations with others. For initiatives which are planned for Java domain, the Partner can invite guest speakers with prior approval from Virtusa Any other event in this domain will be conducted in collaboration with Virtusa.
8. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim. However, the terms and the conditions in this MOU shall be kept confidential
9. The Parties agree that no party shall be held liable for the commission and omission of the other party under this MOU.
10. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.
11. The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.
12. Neither of the parties shall not use the name of the party in any advertisement nor make any public announcement without the prior written approval of the other party.
13. The parties agree to negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and / or modifications to the MOU will require written approval from both parties.



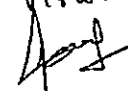
A handwritten signature in black ink, appearing to read "C. S. Phule".

- 14. The termination of this MOU shall not affect the implementation of the projects or programs established under it prior to such termination. Notwithstanding anything to the contrary, in the event of expiry or early termination of this MOU, Partner shall reimburse all expenses incurred by Virtusa in performing its obligations under this MOU till the effective date of termination.
- 15. Any dispute arising out this MOU shall be at the first instance attempted to be settled amicably between the parties. In case the dispute cannot be settled amicably, this MOU is subject to the jurisdiction of Courts at Hyderabad.

IN WRITTEN WHEREOF both parties put their hard seal on the day, month and year stated herein above;

Date: 16-May-2019

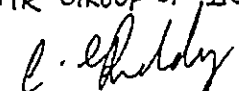
Place: Hyderabad

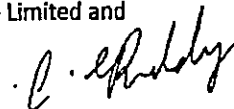
Name: VASU PENDYALA
Finance Controller
Company: Virtusa Consulting Services (P) Ltd.
Signature: 



Date: 27/4/2019

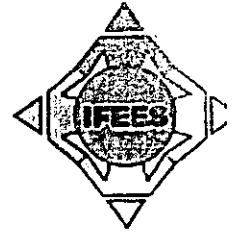
Place: HYDERABAD

Name: Mr. CH. GOPAL REDDY
Company: CMR GROUP OF INSTITUTIONS
Signature: 





Indo-US Collaboration for
Engineering Education



2011 IUCEE College Consortium Member

CMR COLLEGE OF ENGINEERING & TECHNOLOGY

Hyderabad, Andhra Pradesh, India

Committed to the Improvement of the Quality and Global Relevance
of Engineering Education for a Better World

Partner with University of Massachusetts Lowell, USA

Member of Indo-US Collaboration for Engineering Education (IUCEE)

Member of International Federation for Engineering Education (IFEES)

**Executive Director
IUCEE**