MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DIGITAL CONNECT

&

CMR Engineering College, Hyderabad, India.

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, INTERNSHIPS, PLACEMENT, R&D SERVICES AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered into on this the 17th July 2020 (Seventeenth July Twenty Twenty) ,by and between

"Digital Connect "Located at Plot.No. 1-10-104/50A, Mayur Marg, Begumpet, Hyderabad - 500016 (here in after referred as Digital Connect, or the "Company" which expression Shall, unless excluded by or repugnant to the subject or context shall include it ssuccessors—in-office, administrators and assigns).

AND

"CMR Engineering College", Located at Kandlakoya Village, Medchal Road, Hyderabad, Telangana 501401.here in after referred to as "customer", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

Whereas for convenience the individual party be Known by its abbreviated name and jointly as parties. Both parties agree that they can supplement each others strength.

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')as

WHEREAS:

- A) First Party is a Company named:
 - (i) Digital Connect
- B) Second Party is a Higher Educational Institution named:
 - (i) CMR Engineering College
- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- F) **Digital Connect**, the First Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of *-Digital Marketing*, *Web Designing & Development*, *Mental Math-* and related fields
- G) Digital Connect, The First Party is promoted by Nikhil Gunda, Digital Connect is a MarkTech Startup Founded in 2017 hat has worked extensively across Telangana and other states in India helping brands to Go online. Digital Connect has Developed Few Products to Asses the Student Calibers and also Digital Connect Offer Training Programs for Students to Corporates. Digital Connect has

- trained more than 7000+ Students on Web design, Digital Marketing and Mental Math Programs.
- H) Digital Connect has expertise and experience in production of Digital Marketing Course Programs for Students of First Year to Fourth Year to inspire Students into excelling in Digital Marketing as career paths ahead.
- l) Digital Connect offers Creative Skill development Programs in 3 Domains for Students
 - 1. Digital Marketing for Engineering & MBA Students
 - 2. Web Designing & Graphic Design Courses for Engineering & MBA Students
 - 3. Business Math , Mathematical Thinking 101, Speed Thinking, 6 Various Courses on Building Cognitive Abilities for Engineering & MBA Students.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 COPERATION

- 1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- First Party and Second Party co-operation will facilitate effective utilization of the
 intellectual capabilities of the faculty of First Party providing significant inputs to
 them in developing suitable teaching / training systems, keeping in mind the needs
 of the industry, the Second Party.
- 3. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 1. The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2. **Curriculum Design:** First Party will give valuable inputs to the Second Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenariomeaningfully.ResearchandDevelopment:BothPartieshaveagreedtocarryoutt hejoint research activities in the fields of -Digital Marketing, Design,

- 3. **Skill Development Programs:** First Party to train the students of Second Party on the Creative & Marketing Skills in order to bridge the skill gap and make them industry ready.
- 4. **Guest Lectures:** First Party to extend the necessary support to deliver guest lectures to the students of the Second Party on the technology trends and in house requirements.
- 5. **Faculty Development Programs:** First Party to train the Faculties of Second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 6. **Assessment with Job Connects:** Digital Connect will make all possible attempts in good faith and aggregate job postings/referrals that will allow students to apply and get employed. Customer permits company to share students data with potential employers.
- 7. **Monthly/ Weekly Reporting & Progress Sheets:** Digital Connect Customer Service Manager will Provide a Monthly/ Weekly Report showing Students Grouping and Progress.
- 8. **Technical & Non Technical Evaluations**: To Identify core skills, successful skill assessments Digital Connect Requires to Conduct Regular Exams to Compare Against Students Baseline. As part of this agreement we expect college to allocate the time as a continuous effort by adding to the college/ classs timetable.
- 9. **Online / Offline Classes :** To Encourage Students Technical / Mathematical / Creative / Marketing Skills Growth and Confidence, Digital Connect will be delivering the Training through its Faculty. College is expected to make this as a part of students schedule and encourage them to attend and complete these trainings.

Note: Any expenses related to the Training Should be borne by the Customer.

- 10. Infrastructure Requirements: Customer is responsible for providing required infrastructure to run the classes. However, if needed digital connect can engage third party cloud infrastructure at additional charges prevailing as on the date of Agreement.
- 11. **Mentorship Support**: Digital Connect will help customer to develop their course curriculum for Entrepreneurship Development Cell and also offer Mentorship in Business Development, Design Thinking, Product Design, Digital Marketing, Graphic Design domains.
- 12. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 13. There Financials are based on the Courses Opted by Second Party and Few Primary Level Courses are Provided at Free of Cost for Students of Second Party
- 14. The Courses Offered will be for a duration of 1 Month 6 Months where the

Softwares involved to be Purchased by Second Party Itself.

15. Digital Connect, Offers FREE Training for 1st Year Students on Basics of Design, Basics of Digital Marketing, Mental Math 101 (Level 1).

NOW THEREFORE, to take this initiative further, the Parties in consideration of mutual covenants and promises hereinafter contained agree as follows:

- 1. Digital Connect provides its education content to CMR Engineering College, Hyderabad for use on the Digital Platform.
- 2. Digital Connect will be Digital& Creative Skill Education Partner for CMR Engineering College and will constantly explore more opportunities pertaining to Digital & Creative Skill related content.
- 3. The fee for content provided by Exploring Infinities will be negotiated which is to by paid by the Second Party.
- 4. CMR Engineering College shall not claim any copyright over the content provided by Digital Connect.
- 5. The videos can not be posted anywhere else, nor can be sold by the Second Party in any circumstance.
- 6. The delivery of content will happen weekly and posting will start once the MoU is signed and fund transfers initiated.

CLAUSE 3: INTELLECTUAL ROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **CMR Engineering College**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Digital Connect**, the First Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 2. This Agreement Shall Remain in effect for a Period of 3 Years from the effective Date. Unless otherwise terminated by either party giving Notice to the other of its desire to terminate this agreement. The Requirement to protect Confidential Information disclosed under this agreement shall survive termination of this Agreement.
- 3. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligation

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Hyderabad.**

AGREED:

For **Digital Connect**

For CMR Engineering College

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Authorized Signatory

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Authorized Signatory

DIGITAL CONNECT	CMR ENGINEERING COLLEGE
Begumpet, Hyderabad	Kandlakoya, Hyderabad
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