



**Softmerge** Solutions Pvt. Ltd.,

Creating Thoughts

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (in Short "MOU") is entered into this 24<sup>th</sup> of July 2017 by and between

- (1) **SOFTMERGE SOLUTIONS PVT LTD**, a company registered under the Companies Act 1956 and having its registered office at #G2, Bishan Apartments, 8-2-1/1/B, Beside SBH, Srinagar colony, Hyderabad -500088, Telangana, India.

Hereinafter called "Trainer"

- (2) **Nalla Narasimha Reddy Engineering College** (in Short "NNRG"), affiliated to JNTUH, Hyderabad, AP, and having its registered college Address Korremula Cross Road, Narapally Road, Chowdariguda, Ghatkesar, Rangareddy Hyderabad-500088, Telangana, India.

### 1. Training Services

In consideration of the payment by NNRG to the Trainer, Trainer hereby agrees to provide such training services and services related to Workshops as shall be reasonably requested including the topics and any deliverables, and at the location(s) specified in the Appendix-hereto (hereinafter "Services").

### 2. Term and Termination

This Agreement shall be effective as of the date shown in the Appendix hereto, or if none, as of the date first shown above, and shall continue for the period shown on the Appendix. After such term, or if none is shown at any time, NNRG may terminate this Agreement on 7 days' prior written notice to Trainer. Notwithstanding anything contained in this agreement, NNRG will have the right to terminate this agreement without cause at any time by giving a prior written notice of 7 days to the Trainer. In such case of termination proportionate amount should be paid by NNRG (based on the no of days training).

### 3. Confidentiality

3.1 In consideration of the Confidential Information supplied to it by NNRG, Trainer agrees that it shall keep NNRG's Information confidential, and shall not, in any manner use, copy, reproduce or disclose such Confidential Information (and shall use all reasonable efforts to prevent any such disclosure) except as permitted in clause 3.2 of this Agreement.





**Softmerge** Solutions Pvt. Ltd.,

Creating Thoughts

3.2 "Confidential Information" means, in the case of NNRG, any business, employee or Student information or data which is disclosed or otherwise comes into Trainer's possession directly or indirectly as a result of this Agreement and which is of a confidential nature (including for the avoidance of doubt the existence and terms of this Agreement, any information relating to NNRG' or any NNRG Affiliates' business affairs, operations, products, processes, methodologies, formulae, plans, intentions, projections, know-how, intellectual property rights, trade secrets, market opportunities, suppliers, customers, marketing activities, sales, software, computer and telecommunications systems, costs and prices, wage rates, records, finances and personnel) or, in the case of the Trainer, any information or data which is disclosed to NNRG and is clearly marked as confidential.

3.3 This Agreement does not apply to Confidential Information which:

- a) Is in the public domain and was publicly available prior to Trainer's receipt thereof from NNRG;
- b) Trainer can show was in its possession prior to disclosure by NNRG and which had not previously been obtained from NNRG or another person under an obligation of confidentiality to NNRG;
- c) Trainer obtains from a person other than NNRG, other than in breach by such person of any obligation of confidentiality to NNRG; or
- d) Trainer can demonstrate, is independently developed by Trainer without the benefit of any Confidential Information of NNRG.

3.4 Trainer acknowledges that breach by it of this Clause and/or Agreement may cause irreparable injury to NNRG, which will be inadequately compensable in damages. Accordingly NNRG is entitled to the remedies of injunction, specific performance and other equitable relief in respect of any actual breach or threatened breach of the terms of this Agreement, in addition to any other legal remedies which may be available, without the actual damages or posting of security or a bond. Trainer further agrees to be responsible for any expenses (including reasonable legal and attorneys' fees) that NNRG may incur if it is obliged to enforce this Agreement.

3.5 At any time during the term of this Agreement, Trainer shall, within 2 days from the receipt of a written request from NNRG, return to NNRG, or at NNRG's option destroy, all documents and other materials in its possession, custody or control which contain any of NNRG's Confidential Information, and certify to NNRG in writing that it has destroyed the Confidential Information. In any event, Trainer shall, within 2 days of the expiration or termination of this Agreement, return to NNRG, or at NNRG's option destroy all documents and other materials in its possession, custody or control which contain any of NNRG's Confidential Information, and certify to NNRG in writing that it has destroyed the Confidential Information.

3.6 The Trainer shall ensure that any of its Staff shall sign the Staff Confidentiality Schedule, an original of which will be delivered by the Trainer to NNRG for retention in NNRG' files. "Staff" shall mean permanent and contract staff and all contractors and/or consultants engaged by Trainer for rendering the Services.





**Softmerge** Solutions Pvt. Ltd.,

Creating Thoughts

#### 4. Fees

In consideration for the Training granted by Trainer, NNRG shall pay the Trainer the amount set forth in the Appendix -B and on the terms stated within 1 day. Any such fees shall be exclusive of taxes, which may be due on the service provided hereunder.

#### 5. Intellectual Property Rights

5.1 Each party shall retain ownership of their pre-existing intellectual property.

5.2 In the case of any pre-existing Intellectual Property licensed from a third party, the licensee party warrants that it will have obtained any necessary authority, permission or license from the relevant third party in order to grant the above licenses.

5.3 Subject to Clause 5.1, all work product, shall be "work-made for hire" to the extent permissible under

Applicable law and NNRG shall, upon the creation thereof, exclusively own all intellectual property rights therein. NNRG grants the Trainer a license to use the work products to the extent necessary for the purpose of performing the Services. The Trainer assigns to NNRG by way of future assignment (to the extent not already vested in NNRG by operation of law) all copyright and (to the extent capable of assignment under this clause) all other Intellectual Property Rights in or relating to any work products for their full terms throughout the world.

5.4 Trainer acknowledges and agrees it shall indemnify, defend and hold NNRG, its directors, officers, employees and agents, harmless from and against any and all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys, expert witnesses, and court costs) which result from any claim for infringement of any patent, trademark, copyright, trade secret or contractual right or obligation or other industrial, intellectual property, or proprietary right held by any third party. This indemnification shall survive the expiration or termination of this Agreement by either party for any reason.

#### 6. Limitation of Liability

6.1 Neither party excludes or limits its liability to the other for fraud or for death or personal injury resulting from its negligence or any breach of any obligations under this Agreement and / or any other relevant Act/Statute.

6.2 Subject to the express terms of this agreement neither NNRG nor the trainer shall be liable to the other in connection with this agreement for exercise of its rights or the performance of its obligations under this agreement for any indirect or consequential loss whether arising from negligence, breach of contract or howsoever caused.

6.3 The preceding Limitation of Liability provisions shall not apply to (i) breach by a Party of Sections regarding Intellectual Property and Ownership, (ii) breach of Confidentiality under clause 3 (iii) for fraud or for death or personal injury resulting from its negligence or any breach of any obligations as provided under Clause 6.1

## **7. Relationship of Parties.**

7.1 Trainer shall be an independent contractor. The relationship between NNRG and Trainer shall not be construed as an employment relationship, and shall not constitute a partnership, joint venture, or agency of any kind; nor shall the relationship be construed as any type of legal relationship under which the actions or inactions of either party could result in any liability for the other party. Trainer is solely responsible for payment of all taxes that are required to be paid hereunder and, if a real person acknowledges that Trainer and/or its Staff has no right or claim on any employee benefits of NNRG. Nothing herein shall be deemed to confer upon Trainer any authority, express or implied, to bind NNRG or to represent to any third party that Trainer is acting either as a representative of, or in any capacity for, NNRG.

## **8. Governing Law and Jurisdiction**

Subject to Clause 9 this AGREEMENT shall be governed by and construed in accordance with Indian law and shall be subject to the exclusive jurisdiction of the courts at Hyderabad.

## **9. Escalation of Disputes**

Any dispute arising out of or in connection with this AGREEMENT shall be referred by written notice:

- (a) First to the authorized representative of each Party who shall meet and Endeavour to resolve the dispute between them within 2 business days of such notice; and
- (b) Failing resolution of the dispute, to a senior representative of the Trainer and a senior representative of NNRG (together the "Senior Representatives") who shall meet and Endeavour to resolve the dispute between them within 2 business days of such notice (the "Senior Representatives' Meeting"). The joint written decision of those Senior Representatives shall be binding on the Parties.
- (c) If the Senior Representatives of both the Parties are unable to resolve the dispute, the Parties shall, subject to Clause 9
- (d) Below, have the right within 2 business days of the Senior Representatives' Meeting to refer the dispute to a sole arbitrator to be mutually appointed by the Parties in accordance with the rules of arbitration of Indian Council of Arbitration (ICA). The Parties agree to hold such arbitration as soon as possible and in any event within one month of the Senior Representative's meeting.
- (d) The arbitrator will conduct proceedings under this Clause 9 (d) in accordance with the Guidelines/Rules of Arbitration as issued by ICA from time to time at Hyderabad and subject to the provisions of the Arbitration and





**Softmerge** Solutions Pvt. Ltd.,

Creating Thoughts

Conciliation Act, 1996 and/or any modification or enactment thereto. The proceedings shall be conducted in English and the award made in pursuance thereof shall be binding on the Parties.

#### **10. Miscellaneous**

No provision of this Agreement may be altered or waived except in writing signed by the parties. No waiver of any condition or provision shall be deemed a waiver of the right to enforce such provision or related or similar provision in the future. The invalidity of any provision or provisions of this Agreement shall not affect the validity of other provisions which shall remain in full force and effect.

#### **Assignment:**

This Agreement shall not be assigned by the NNRG without the prior written consent of Trainer, but nothing in this Agreement shall prevent or restrict Trainer from assigning, sub-licensing, transferring or otherwise disposing of all or any of its rights or obligations hereunder to a NNRG Affiliate or to any legal entity which succeeds to all or part of the business or assets of NNRG. Any attempted assignment in contravention of this Clause shall be null and void. This Agreement shall be binding upon any successors in interest or title of the Parties.

#### **Notices and Communications:**

In proving service of a notice or document under this Agreement it shall be sufficient to prove that an envelope containing the notice or document was properly addressed and delivered by courier or posted as a prepaid, first class or airmail, recorded delivery letter:

To the Trainer at:

#### **SOFTMERGE SOLUTIONS PVT LTD**

#G2, Bishan Apartments, 8-2-1/1/B, Beside SBH,

Srinagar colony, Hyderabad -500082, Telangana, India.

Phone: 9493049639, 040-65745230

Marked for the attention of N.bhargav – Head Hr operations

To the NNRG at:

#### **NNRG**

Korremula Cross Road,

Narapally Road, Chowdariguda, Ghatkesar,

Rangareddy Hyderabad-500088,

Telangana, India



# Softmerge

Solutions Pvt. Ltd.,

Creating Thoughts

Phone: 9493014534

Marked for the attention of Head of the Department / In charge

Marked for the attention of Chairman /Secretary / In charge of Training or at any other address or to any other fax number or addressee as it may have notified to the other party in accordance with this Clause.

Unless there is evidence that it was received earlier, such notice or document shall be deemed to have been served:

(a) If delivered by courier, when left at the address referred to above;

(b) If sent by post to an address within the country of postage, two Business Days (in the city of the recipient) after posting it; or

(c) If sent by post to an address outside the country of postage, three Business Days (in the city of the recipient) after posting it.

Counterparts

This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

<b>For : NNRG</b>  <b>Name:</b> ..... <b>Title/Designation:</b> <i>HOD/ECF</i>  <b>Signature &amp; Seal</b> : _____ <b>Date</b> : 24-07-2017 <i>Head of the Department</i> <i>Electronics &amp; Communication Engineering</i> <i>to - Margamma Reddy Education Society's</i> <i>Group of Institutions - Integrated Campus</i> <i>Chaitanya, Shalimar Hills, Hyderabad - 500082</i>	<b>For : SOFTMERGE SOLUTIONS PVT LTD</b>  <b>Name:</b> N.BHARGAV <b>Title/Designation :</b> HEAD HR & OPERATIONS  <b>Signature &amp; Seal</b> : <i>N. BHARGAV</i> <b>Date</b> : 24-07-2017 
---	---