



తెలంగాణ తెలంగాణా TELANGANA

9675 Date: 07/11/2019 Rs. 100

X 962452  
3.1.2019

For: ch. Vamshi Krishna

Plotted

for whom: ch. Srinivasulu

True Comet Edutech Pvt Ltd.

K. SRIKANTH  
LICENCED STAMP VENDOR  
LIC. No.: 15-21-021/2011  
Ren. No.: 15-21-041/2017  
H. No. 5-303, Suraram Colony,  
Quthbullapur (M), Medchal-Malkajgiri Dt.  
Phone No :9700530030

### Memorandum of Understanding

This Memorandum of Understanding (MOU) hereinafter referred as 'MOU' is executed on Thursday, the 07<sup>th</sup> day of November, 2019 at Hyderabad by and

**BETWEEN**

**True Comet Edutech Private Limited**, a company registered under the Companies Act, 2013 with its registered office situated as B-18, T. V. Colony, Road No. 10, Ramanthapur, Uppal Hyderabad – 500013, represented by Mr. Vamshi Krishna Chatti, Director hereinafter referred to as the "FIRST PARTY" which expression shall, unless repugnant thereto the context include its legal representatives, OF THE ONE PART.

**AND**

**Malla Reddy College of Engineering**, a society registered under Chandramma Educational Society with its registered office situated as Maisaamaguda ,Dhulapally Secunderabad-100 , represented by Dr. P.John Paul, Principal hereinafter referred to as the "SECOND PARTY" which expression shall, unless repugnant thereto the context include its legal representatives, OF THE OTHER PART.

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*Ch. Vamshi Krishna*

*P. John Paul*  
Principal  
Malla Reddy College of Engineering

**WHEREAS** the FIRST PARTY approached the SECOND PARTY for obtaining support services of the faculty of the Institution in relation to imparting education by way of E-Learning to expand the scope and reach to promote education to students in the field of Science and Technology and also to get company staff members trained with various technologies in case of need.

**AND WHEREAS** the FIRST PARTY shall provide to the students enrolled with the SECOND PARTY with internship / employment opportunities and provide advisory assistance to the Start-Ups setup by its students.

**AND WHEREAS** the SECOND PARTY has agreed to provide the services more fully described in this MOU.

**NOW THEREFORE**, in consideration of the above Recitals, which are hereby incorporated into this MOU, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the FIRST PARTY and SECOND PARTY further agree as follows:

**1. SERVICES**

The SECOND PARTY agrees to perform the following services (the "Services") in a timely, expeditious and professional manner: Services in accordance with all applicable provisions of the FIRST PARTY'S Proposal, which is mentioned hereto as below and incorporated herein by this reference:

- a. The SECOND PARTY shall allow the recording of Lectures of the Faculty of the Institution by way of Audio / Visual means to be published in the Website and Mobile App created, designed, developed and maintained by the FIRST PARTY. The FIRST PARTY shall provide the equipment for recording the said lecture.
- b. The SECOND PARTY shall provide to its faculty all such timely and necessary environment required in accordance with the process of E-Learning.
- c. The SECOND PARTY shall ensure the complete coverage of the syllabus of all the subjects mentioned below:
  - i. Mathematics 1
  - ii. Applied Physics
  - iii. Chemistry
  - iv. English
  - v. Engineering Graphics
  - vi. Environmental Science
  - vii. Programming for Problem Solving
- d. The SECOND PARTY shall ensure the availability of any documents, papers, drawings, workings, notes, class note, lecture notes etc., whatsoever called in relation to the above subjects and its syllabus to the FIRST PARTY by way of an e-mail to be received from the e-mail address as mentioned in the MOU for communication within 48 hours of completion of recording of the corresponding lecture.
- e. The SECOND PARTY shall ensure the availability of faculty for recording live session of the subject not less than 48 hours before the day of examination of such subject.

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*Aravind  
Kishore*

*[Signature]*  
Principal  
Malla Reddy College of Engineering

In the event of any conflicts between the MOU and any of the terms of the attached exhibits, the terms of this MOU shall prevail. The SECOND PARTY represents and acknowledges that the Services performed under this MOU will be done using its equipment except the equipment used for recording the Lectures as described in this MOU at its own premise or place of business, and at hours and times as determined by the SECOND PARTY.

## 2. TERM

The term of this MOU shall be from Thursday, the 07<sup>th</sup> day of November, 2019 to Friday, the 06<sup>th</sup> day of November, 2020. This MOU may be renewable at the outset of both the parties for such period as may be mutually agreed upon. The MOU may be terminated earlier by through the termination provisions provided herein.

## 3. TERMINATION

Any of the parties may terminate this MOU at any time by serving a written notice of not less than Sixty (60) days. The FIRST PARTY may terminate this MOU at any time in the event that the SECOND PARTY violates the terms of this MOU or fails to produce a result that meets the specifications of this MOU.

## 4. RESPONSIBILITIES

In addition to all other obligations contained herein, the SECOND PARTY agrees:

- A. To furnish all equipment, and faculty in such quantities and of the proper quality to professionally and timely perform the Services; and
- B. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the FIRST PARTY.

## 5. SERVICE QUALITY

The SECOND PARTY warrants to the FIRST PARTY that all services provided will be of good quality, in conformance with the highest standards of the profession and in conformance with this MOU.

## 6. INDEMNIFICATION

The SECOND PARTY shall indemnify and hold harmless the FIRST PARTY from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the SECOND PARTY, its faculty, students or otherwise arising out of the performance of services by SECOND PARTY.

## 7. NOTICE

Any notice to be given hereunder by either party to the other, shall be in writing and shall be deemed given when sent by registered post.

### A. Notices to the FIRST PARTY shall be addressed to:

**Mr. Vamshi Krishna Chatti, Director**  
True Comet Edutech Private Limited  
#B-18, T. V. Colony, Road No. 10,  
Ramanthapur, Uppal, Hyderabad - 500013.  
info@cynohub.com

### B. Notices to the SECOND PARTY shall be addressed to:

**Dr.P. John Paul, Principal**  
Malla Reddy College of Engineering  
Maisammaguda, Dhulapally  
Secunderabad-100  
principal@mrce.in

*Vamshi Krishna Chatti*

*John Paul*  
Principal  
Malla Reddy College of Engineering

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If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by registered post to such new address.

**8. THIRD PARTIES**

This MOU does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either of the parties because of any term contained in this MOU.

**9. ASSIGNMENT**

This MOU is for services predicated upon the SECOND PARTY'S special abilities or knowledge, and it shall not assign this MOU in whole or in part without prior written consent of the FIRST PARTY.

**10. ENTIRE AGREEMENT**

This MOU constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this MOU.

**11. MODIFICATION**

This MOU may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

**12. SEVERABILITY**

If any of the provisions of this MOU shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire MOU, but rather the entire MOU shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this MOU.

**13. ENFORCEMENT AND WAIVER**

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this MOU, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

**14. NONEXCLUSIVE NATURE**

This MOU does not grant SECOND PARTY an exclusive privilege or right to supply services to the FIRST PARTY. FIRST PARTY makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

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*(Handwritten signature in blue ink)*  
Ch. Venkatesh  
Principal

*(Handwritten signature in green ink)*  
Principal  
Malla Reddy College of Engineering

**15. INTERPRETATION**

The validity, interpretation and effect of this MOU shall be determined under Indian law. All actions arising directly or indirectly as a result or in consequence of this MOU shall be instituted and litigated only under the Indian Law. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

In the event of any dispute arising out of or in relation to or touching upon this MOU, the same shall be decided by the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

**16. EFFECTIVE DATE**

The effective date of this MOU shall be the date first written above regardless of the date when the MOU is actually signed by the parties.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to sign this MOU as of the date first written above.

For True Comet Edutech Private Limited

Mr. Vamshi Krishna Chatti  
Director

Principal  
Malla Reddy College of Engineering  
Principal-Malla Reddy College of Engg

**WITNESS:**

[NAME] A. Vaishnavi

[NAME] Dr. T. Sumit

BY:   
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BY:   
\_\_\_\_\_