

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between CCC Digital India Pvt. Limited, with its office at Level 1, Elemental #337, 101, Road No. 1, Malakunta, Financial District, Hyderabad, Nanakramguda, Telangana 500032, India (hereafter referred to as "CCC");

And

Lakireddy Bali Reddy College of Engineering an university committed to educational excellence having its campus at L.B, Mylavaram, Andhra Pradesh 521230 (hereafter referred to as "LBRCE").

RECITALS:

1. WHEREAS LBRCE has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education & placements imparted to students in the field of Engineering.
2. AND WHEREAS CCC wishes to collaborate with the LBRCE for the purpose of enriching the capability building in existing and new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines from Industry Academia gap perspective.
3. AND WHEREAS LBRCE with additional support from CCC will work towards enhancing the quality of the technical education with specialization in problem solving for students and thereby enabling them to meet the industry needs for placements.

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in this MOU.
2. CCC shall be responsible for providing the requisite inputs to the students in the class through verbal coaching and practice with global coding platforms.
3. LBRCE shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for all the services and support covered in the scope. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure I of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the training curriculum and objectives.
4. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
5. Notwithstanding any other provision of this MOU, both parties shall have any right to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication with the prior written e-mail approval of the other party.

6. All information including pricing which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information.
7. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of one (1) year from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.
8. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received:
 - a) If sent by registered mail, four (4) days after posting;
 - b) If by hand, on the day of delivery;
9. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.
10. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
11. Each party shall ensure that they do not actively solicit the faculty of the other party who is involved in the implementation of this MOU during the period of such faculty's involvement with the program and for six (6) months thereafter.
12. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.
13. Save and except for Clause 5, Clause 6 and Clause 7, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under local laws or the laws of the country of the respective parties or any other applicable law.
14. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
15. Services agree to render by either parties hereto agreed mutually as follows:
 1. **Purpose:**

The purpose of this MOU is to enter into a collaboration with LBRCE for imparting training in the following course(s) to the LBRCE students during the period of the agreement tenure.
 2. **Validity and Terms:**
 - a. This MOU shall be valid for a period of Two Year from the Effective Date of signing this MoU.
 - b. In the absence of any disagreement, this MOU will be renewed after mutual written consent for a further period of one year.

- c. Either Party may, without any termination obligations and liability, terminate this MOU for any reason by providing notice in writing of at least 30 days to the other Party. In the event of termination, either party shall return to each other all copies of any confidential or proprietary information related to the completed or terminated services and cease all use of these materials.
- d. In the event of termination, the LBRCE shall pay CCC full compensation for all undisputed amounts in consideration of all the services provided till the effective date of termination and notice period.

3. Obligations of CCC:

- a. Provide the 'LBRCE Elevate 2.0 – Industry Standard Programming Skills for Product and Service Companies' training to all the top 200+ students of 3rd Year.
- b. Provide the 'LBRCE Elevate 4.0 – Industry Standard Programming Skills for Product and Service Companies' training to all the given 1000+ students of 2nd Year.
- c. Depute its Trainers for the purpose of conducting the aforesaid programs and create desired proficiency outcomes and enable them to acquire the coding needs of industry for super dream and dream companies recruitment.
- d. Conduct and complete the hands-on training as per the syllabi, teaching methodology, etc. as formulated from time to time by taking into consideration of competencies required for the industry requirement.
- e. Conduct evaluations before and during the program to measure the proficiency levels and re-calibrate the inputs required for classes from time to time.
- f. Provide feedback to LBRCE on the progress of the program and additional support that may be required for fair and proper completion of course.
- g. Maintain records of student performances / attendances for records and references.
- h. Agrees to provide the necessary fee receipts or Invoices for the purpose of account maintenance and records.
- i. Use the logos of LBRCE for any / all joint marketing activities for the program and with prior written approval for any other necessity.
- j. Accommodation, Food and local travel logistics to be provided by LBRCE.

4. Obligations of LBRCE:

- a. LBRCE shall provide an approximate minimum of 1,000 students from the 2028 passing-out batch onwards for the implementation of the Elevate 4.0 Program. This count may increase based on actual student strength at the time of program commencement. Additionally, by exception, the Elevate 2.0 Program shall be implemented for the 2027 passing-out batch, with a minimum of 200 students identified under the Top Talent Track:

<u>Passing out Year</u>	<u>Student Head Count</u>
2028	~ 1000 + (Min)

<u>Passing out Year</u>	<u>Student Head Count</u>
2027	~ 200 + (Min)

- b. LBRCE shall provide the slots (termed to be phases of training) in for each passing out year as per below guidelines:

<u>Passing out Year</u>	<u>No. of Phases/Slots</u>
2027	2 or 3 Phases

<u>Passing out Year</u>	<u>No. of Phases/Slots</u>
2028	1 Phase / Semester

- c. All the students participating in the program shall be presumed to have basic knowledge in C Programming.
- d. Register all the student's details in the authorized online registration form provided by CCC specifically for the purpose of registering student details.
- e. LBRCE understands that once the students register on the Online Registration Link, then the accounting process is confirmed.
- f. Provide the list of all registered students and details of the participants attending the training.
- g. The training will be conducted in-campus and LBRCE shall provide their own premises for the purpose of training with necessary infrastructure and amenities for proper conduction of the program.
- h. LBRCE shall provide the necessary IT infrastructure – AC, Power Back-up, Computers with Internet connectivity, LCD projectors, White boards, etc., for providing hands-on lab and theory classes to all students.
- i. Ensure complete attendance by every participant of LBRCE to the training program, conducted by CCC.
- j. At the discretion of LBRCE, shall use the logos of CCC for any / all joint marketing activities.
- k. LBRCE shall not provide any oral and written commitments to the students on behalf of CCC.
- l. LBRCE has to make sure that the participants of the program to reach the training venues on time for the training program from time to time throughout the above said tenure.

5. Joint Obligation:

- a. In carrying out their roles in this collaboration, both CCC and LBRCE agree to the following:
 - i. Any and all proposals preceding this document is part and parcel of this agreement and it supersedes all terms prior and any future changes must be in written format and signed by both parties.
 - ii. LBRCE and CCC will jointly showcase the effectiveness of various training programs through special seminars / forums that may be planned at a mutually agreed frequency, so that the target students are sensitized on the importance of training programs / content from time to time inside the campus.
 - iii. Neither party shall use, distribute, circulate or display any joint material developed and brought out in this programs in due course or after the termination of this Memorandum of Understanding or any earlier determination thereof.
 - iv. The Parties herein are independent contractors. This MOU does not create any agency, partnership, joint venture or any other business relationship between the Parties. Both parties can use each other's logo for the purpose of program visibility and benefits related marketing, endorsement of association in their respective websites, social media campaigns, print or press publication till the period of this tenure of agreement

6. Program Duration, Commencement and Coverage:

Total training duration shall be of

- a) 2027 Passing Out Students: Top 200 Students
 - i. 180 hours technical with minimum trainer occupancy of 6 hours per day.
 - ii. 60 Hours aptitude with trainer occupancy of 6 hours per day.
- b) 2028 Passing Out Students: 1000 Students
 - i. Top 200 Students:
 - a. 180 hours technical with minimum trainer occupancy of 6 hours per day.
 - b. 72 Hours aptitude with trainer occupancy of 6 hours per day.
 - ii. Other 800+ Students:
 - a. 108 hours technical with minimum trainer occupancy of 6 hours per day.
 - b. 72 Hours aptitude with trainer occupancy of 6 hours per day.

iii. spread over mutually agreed dates / days and as per the Batch Schedule submitted by CCC in the proposal preceding.

- c) The training will be conducted as per the Batch Schedule for the number of hours and on the agreed days of the week as WEEKDAYS starting from Monday to Saturday | 6 hours of time between 8:30AM and 5:00PM *Subject to mutual changes.
- d) Classes may be conducted during official list of Government holidays and other weekends or declared holidays locally based on the need of mutual parties.
- e) The Batch Start will commence as per the mutually agreed dates and timelines. Any extension of classes will be only upon approvals from CCC.
- f) Training will be conducted only as per the approved list of students provided by LBRCE and the approved Batch Schedules (provided by CCC subsequent to receiving the list of students).
- g) Inclusion of students to the batches should be informed by written communication to CCC and the necessary changes will be recorded accordingly.
- h) Sessions / Topics Covered under the program may change from time to time based on industry needs and requirements. They shall be submitted separately for approvals before the start of such topics / contents in any phase for respective year passing out students.

7. Payment Terms & Conditions:

The negotiated costs for the training program is currently fixed at INR 15,000 (Exclusive 18% GST), per Student and will differ for other Geographical regions/ States other than Andhra Pradesh.

The above fees will include:

- a) All students who attend at-least one session will be considered as "Attended" during the program. Billing will be for minimum agreed students above / attended / approved no of students for the program, whichever is higher.
- b) Cancellation / Rescheduling of planned date is agreed if intimated at-least 1 week in prior to start date of the program. Else, the training to be continued as planned.
- c) 1st Payment - Mobilization advance : Disbursement of 70% of the total value (basis on approved student headcount by on or before the pre- baseline test conducted for respective students for the program).
- d) 2nd Payment - Upon completion of 100% agreed hours of the program: Disbursement of final 30% of the total value (basis on student headcount as per above mentioned guidelines).
- e) Specific details related to payment shall be mailed in e-mail once the student registration process is complete for each of the passing out students. All the cheques / DD's to be paid favouring "CCC Digital Private Limited" and CCC shall raise the bills in the name of LBRCE upon clearance of the payments.

8. POCS – Point of Communications and Support:

For and on behalf of academic institution, liaison and general administration of the Agreement for LBRCE shall be through Shri Dr. Suryanarayana Garu, Dean (IR) or any other person duly assigned from time to time and communicated to CCC in written format by Client.

- 9. For and on behalf of training company, liaison and general administration of the Agreement for CCC shall be through Shri Mr. Srinagaveer V – Group CEO, CCC or such other person duly assigned by CCC from time to time and communicated to in written format to LBRCE.

10. Confidentiality:

LBRCE and CCC would maintain the confidentiality of the Existence and Terms of this agreement, Commercial Terms, training process and Design, training Instruments and Benchmarks. Either party would not share this information without expressed written-consent from the other party.

11. Indemnity

Either party shall indemnify and keep indemnified the other and hold the other harmless against any losses, costs or damages for any cause whatsoever including to any indirect, special or consequential loss or damage such as;

- a. Cancellation of classes
- b. Internet connectivity issues
- c. Hardware, networking issues or other similar items of loss or damage arising out of or related to this agreement.

12. Governing Law and Arbitration

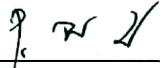
If for any reason the parties hereto are unable to resolve any dispute, either party shall notify the other in writing that a dispute exists and request a final determination. Any such request by the Party shall be clearly identified by reference to this Section and shall summarize the facts in dispute and the Party's proposal for resolution. If the matter cannot be resolved mutually, the dispute shall be referred for Arbitration in accordance with the Arbitration and Conciliation Act, 1996 wherein each parties shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third Arbitrator to preside over the said dispute. Any dispute, controversy or claim arising out of or relating to this agreement, or breach, termination, existence or invalidity thereof shall be subject to the exclusive jurisdiction of appropriate courts located in - Vijayawada.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date above mentioned.

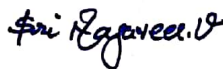
For,
Lakireddy Bali Reddy College of
Engineering

For,
CCC Digital India Pvt. Limited





Signature
Dr. K. Appa Rao
PRINCIPAL
Lakireddy Bali Reddy College of Engg
MYLAVARAM-521230., NTR Dist.



Signature
Srinagaveer V
Chief Executive Officer
(CCC Digital India Pvt. Limited)