



SMARTINTERNZ – SMARTSTART PROGRAM

Memorandum of Understanding

Memorandum of Understanding or Service Agreement

This Service Agreement ("Agreement") has been executed on the 04th day of December, 2024 by and Between

M/s. SmartBridge Educational Services Pvt Ltd, having its corporate office at 6th Floor, Technical Block, Sundarayya Vignana Kendram, Madhava Reddy Colony, Gachibowli, Hyderabad, Telangana – 500032 hereinafter referred to as "**Company**". Which expression shall unless it be repugnant to the context or meaning hereof be deemed to mean and include its successors and assigns.

AND

M/s. Lakireddy Bali Reddy College of Engineering (LBRCE), having its corporate office at **L B Reddy Nagar, Krishna District, Mylavaram, Andhra Pradesh 521230** (hereinafter referred to as "**Institution**" or "**College**" and includes its successors and assigns).

Both Institution and Company are individually referred to as a "Party" and jointly as "Parties".

WHEREAS:

- A. Company is an EdTech company which offers outcome based experiential learning programs on emerging technologies for building skills for students bringing academia (faculty), technology partners and students together through internship programs (technology bootcamps, hands on training programs etc.) for students by partnering with institutions.
- B. Company also represents that it has necessary skills, technology, infrastructure and partner engagement with leading technology industry partners (viz., ServiceNow, Salesforce, etc. through training and certification among other partners) that offer SmartStart (defined later), through which students are trained on concepts to prepare for the global certification, and appear for Certification Assessment conducted by Technology Partner company. Upon clearing the Assessment they will stand a chance for Career Connect program.
- C. College based on the aforesaid representations of the Company, has expressed its interest as an institution to avail the SmartStart services for the College students.
- D. The parties now wish to collaborate with each other to equip students by imparting in-demand skill through SmartStart program leading to completion of global certifications offered by the industry partners.

NOW, THEREFORE, in consideration of the foregoing, benefits and covenant contained herein and for other good and valuable considerations, the Parties, intending to be legally bound, hereby agree as follows:

In this Agreement, all capitalised words and expressions defined shall have the meaning ascribed to them as set out below:

"Agreement" shall mean this agreement, together with annexures, schedules, appendices, addendum, amendments, and supplements here to. These annexures, schedules, appendices, addendum, amendments and supplements form an integral part of this Agreement.

"SmartStart" shall mean a period of service with a live instructor-led training on the global certification program under supervised or guided mentor.

"Service Fee" shall mean the Fees as set out in clause 3;

"Students" shall mean students who are admitted to and undergoing various degree programs (undergraduate and post-graduate) in various domains offered by College

1. SCOPE OF WORK:

Both the Parties are desirous to collaborate with each other to execute SmartStart program for students of colleges to get trained on In-Demand Technologies and prepare for Global Certification as per terms and conditions of this Agreement and detailed scope.

This relationship between the Parties shall be on non-exclusive basis and either Party shall be free to explore similar relationship with other third parties.

Company agrees to offer SmartStart program to the Students through Company's partnerships with leading industry partners as mutually agreed to between the Parties, from time to time.

Scope of SmartStart program covers the following

- a. Setting-up learning environment for students on SmartInternz platform
- b. Virtual instructor-led training
- c. Mentoring support during guided project development
- d. Technical support to the students during their self-learning on OEM Partner Platform
- e. Organizing Ask Me Anything (AMA) sessions to clarify student queries
- f. Technical sessions on global certification preparation
- g. Organize Mock Tests for certification exams
- h. Organize interview preparation sessions
- i. Organize Mock Interviews for the students
- j. Generate SmartStart report for each student.

2. ROLES & RESPONSIBILITIES OF THE PARTIES:

2.1 COMPANY'S ROLES & RESPONSIBILITIES:

The Company agrees that it shall provide the following to each of the Students (collectively "**Services**")

- a. Sign-up an MoU/Agreement with College
- b. Set-up a college micro-site and project workspace on SmartInternz Platform
- c. Onboarding students to the OEM Partner platform
- d. Delivering Hands-on sessions to the students
- e. Dedicated Mentor Support via Chat/Communication channels
- f. Regular reports on students learning progress
- g. Coordination with SPOC for smooth execution of the program
- h. Assessments to the students on SmartInternz Assessments Platform - Troven
- i. Guiding students on scheduling and writing global certification exams
- j. Preparing them for the technical interviews by organizing mock-interviews
- k. Connecting eligible students to the hiring companies for placements

Shall maintain a high level of satisfaction with College and its Students in respect of SmartStart program offered, in terms of high-quality training materials, hands-on project with Industry Partners, standards of experiential exposure with adequate mentorship and guidance required from time to time.

2.2 COLLEGE'S ROLES & RESPONSIBILITIES

COLLEGE agrees and shall do the following:

- a. Sign memorandum of understanding (MoU) with Smart Bridge
- b. Nominate one or two faculty SPOC's to drive the initiative in campus
- c. Facilitate virtual or on premise webinar with eligible students
- d. Register / enroll students and create profile on partner LMS
- e. Ensure student attendance for value add sessions and enable 100% completion of learning hours on partner LMS platform
- f. Ensure availability of students for SmartBridge value added sessions
- g. Support and ensure every student to be Certified to become job ready
- h. Support and ensure every student attend the training sessions
- i. Ensure every student complete the payment before the commencement of training sessions.

3. COMMERCIALS & PAYMENT TERMS:

- a. In consideration of the Services provided by the Company as set forth here under and more, College agrees to pay for each registered Student an amount of **INR-5,000/-(Rupees Five Thousand Only)** for the Services under this Agreement, inclusive of applicable taxes. ("**Service Fees**"). The Service Fees include all costs, charges, (including any third-party tools or software) and expenses incurred by Company for providing the SmartStart.
- b. The college will pay Service Fees for Services rendered and within seven (7) days from date of receipt of Company's invoices. The invoices can be original signed hard copy or a scanned digitally signed soft copy (sent over an email from only the designated email ID of the Company).
- c. The payment of Service Fees shall be completed before the commencement of the Training program.
- d. Effective 7 days after the start of the training program, all payments made will be non-refundable.
- e. To ensure the provision of the agreed services and commercials, College is obliged to enrol minimum 60 students for the learning tracks.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Company represents and warrants that:

- a. It has the right, power, and authority to enter into and perform all its obligations under this Agreement.
- b. It will perform the Services using reasonable care and skill in all material respects.
- c. It will maintain proper and accurate records relating to the conduct of the Services, and shall at the request of College, provide to them, access to these records and copies to the extent necessary for audit purposes;
- d. The Platform and the software contained therein shall not distribute or transmit any virus, malicious code, or program of any nature during the delivery of the Services, that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or ethnically offensive, facilitate

- illegal activity, promotes unlawful violence, discriminatory based on race, gender, colour, religious belief, in any manner hinder College; and its Students ability to avail the Services
- e. It does not violate and/or infringe any third party rights of College and/or any person or entity in any way (including without limitation any intellectual property rights, privacy rights)
 - f. The Services and the hand-on-projects offered shall at all times comply with all applicable laws, rules and regulations in force.

5. CONFIDENTIALITY

- a. **Confidential Information:** "Confidential Information" refers to any training content, methodologies, materials, and information disclosed by the Company to the College during the term of this Agreement, whether orally, in writing, or in any other form, that is identified as confidential or should reasonably be understood to be confidential.
- b. COLLEGE agrees to maintain the confidentiality of the Company's Confidential Information and to use it solely for the purpose of the training program provided by the Company. COLLEGE will exercise the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care.
- c. COLLEGE shall use the Confidential Information only for the purpose of the SmartStart program and shall not disclose, reproduce, distribute, or use the Confidential Information for any other purpose without the prior written consent of the Company.
- d. The COLLEGE agrees that it will not use the Confidential Information to develop or provide similar training services that compete with the Company during the term of this Agreement and for a duration of 3 years after its termination or expiration.
- e. The obligations of confidentiality under this Agreement shall not apply to information that: (a) is already known to the COLLEGE prior to disclosure; (b) is or becomes publicly available without breach of this Agreement; (c) is rightfully obtained by the COLLEGE from a third party without restrictions on disclosure; (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law or by a valid order of a court or governmental agency.
- f. The parties agree that any breach of this Agreement may cause irreparable harm for which monetary damages may not be an adequate remedy. Therefore, in addition to any other remedies available at law or in equity, the Company shall be entitled to seek injunctive relief to enforce the provisions of this Agreement without the need to post a bond.
- g. The COLLEGE confirms that it has necessary administrative, physical, technical and other safeguards applied to protect Company content, materials, platform Information and other aspects of System management applicable to the delivery of Services.
- h. The COLLEGE agree that the obligations under this Clause 5 (Confidentiality) shall survive for period of three (3) years post termination or expiration of the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

The Services, including without limitation the Platform and associated software is owned by the Company and is protected by applicable Intellectual Property laws and regulations, including the Copyright Act, 1957 (as amended) and international copyright laws. As between the Parties hereto, the Company retains all rights, title and interest to the Services. The COLLEGE agrees that Company retains all rights, title and interest in and to the Services, content, materials if any created under the Services, which are proprietary and Confidential Information shall be retained by

Company. Company is licensed and its Students have the right to access the Platform and use the Services of the Company as described hereto.

The Parties agree that the trademarks associated in providing the Services are sole and exclusive property of respective Parties (and its licensors) and is protected by applicable trademark laws. Nothing in this Agreement shall give either Party any right, title or interest in other Party's trademarks, logo, service marks, branding or trade name owned by each Party (and its licensors) or assist any third party in attempting to claim adversely to the other party with regard to such ownership. The Company further agree not to register, attempt to register, any trade name or trademark which, in whole or in part, incorporate any confusingly similar to the trademarks of other Party or its licensors.

7. INDEMNIFICATION

7.1 The COLLEGE shall at its sole expense, indemnify and hold harmless Company and its employees, directors, and their successors and assigns (collectively the "**Indemnified Parties**") from and against (a) any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorney fees and litigation costs) (collectively "**Claims**") relating to or arising from the COLLEGE's breach of independent relationship and/or any Claims made by or on behalf of the COLLEGE's employees, including claims alleging that Company is an employer or joint employer of such Company's employees, and/or (b) any and all third party Claims relating to or arising from (i) any claim that any Services or the SmartStart Projects use thereof by COLLEGE and/or its Students infringes, misappropriates or otherwise violates or constitutes unlawful use or disclosure of any Intellectual Property Rights or privacy, publicity, proprietary or contract rights of a third party; (ii) errors or omissions which results in death or bodily injury or damages to property alleged to have been caused by the COLLEGE Employees or Students; or (iii) COLLEGE's failure to comply with any applicable laws, regulations or orders of any governmental, judicial or administrative authority.

7.2 Not with standing anything contained herein to the contrary, neither Party shall in any event, regardless of the form of claim, be liable for special, exemplary, punitive, incidental or consequential loss; loss of goodwill; loss of profits; loss of revenues; loss of business; loss of contracts or loss of data, whether such damages occur prior or subsequent to, or are alleged as a result of, tortious conduct, even if either Party has been advised of the possibility of such damages.

8. INDEPENDENT RELATIONSHIP:

Parties shall act as independent contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship, joint venture, or agency relationship between the Parties. The COLLEGE shall be solely responsible for its acts and for the acts of its students during the performance of terms and conditions of this Agreement and shall ensure its employees do not represent or promise anything to third party on behalf of Company.

9. ASSIGNMENT:

Neither Party can assign all or part of its obligations under this Agreement without the prior written consent from other Party. Unless otherwise stated, this Agreement will continue in full force during the Term of the Agreement and will be a binding obligation on either Party to meet their service level expectations even in cases of merger, takeover, acquisition, amalgamation etc. of either Party. Any attempted assignment in violation of this clause shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both Parties, their successors, administrators, heirs and assigns.

10. TERM AND TERMINATION OF AGREEMENT:

This Agreement will commence on the Effective Date and will continue for a period of twenty four (24) months unless terminated as provided hereto. The Agreement may be reviewed, and through the renewed only on mutual agreement of the Parties, as may be necessary to clarify and formalize roles, responsibilities, timelines, and assurances regarding the scope of work.

Company may terminate the Agreement in the following events:

- a. Breach of terms of this Agreement and/or not fulfilling the commitment to enrol the minimum number of students per learning track.
- b. With thirty (30) days advance notice in writing without specifying any reasons
- c. If the COLLEGE is filed for liquidation / winding up / proceedings initiated against the COLLEGE declaring insolvent / files for bankrupt / appointment of receivership on its assets / fails to pay its dues to creditor or a event exists under circumstances including a court order or management dispute or mismanagement which in the opinion of Company is likely to adversely affect the operations and activities of the COLLEGE.
- d. Breach of confidentiality or terms of intellectual property, supplier code of conduct, or submits any false, fraudulent or incorrect statement, or incorrect representation either under Agreement or otherwise or acts in a way detrimental to interest of Company.

The clause 5 (Confidentiality), clause 6 (Intellectual Property Rights), clause 7 (Indemnification), clause 11 (General) shall survive termination. All other clauses which by their very nature survive termination shall continue to be valid and in effect. Notwithstanding the expiry or early termination of this Agreement, the Students who have enrolled to the SmartStart Program, prior to the expiry or termination date of this Agreement, shall have access to the Platform. The Company obligations shall continue to survive expiry or termination till the Students have completed the Program.

11. GENERAL

11.1 Title headings, Complete and Amendments:

This Agreement (together with annexures) sets out the complete and entire understanding between the Parties regarding the subject matter contained herein and supersedes all prior proposals, understandings, or other agreements, oral and written, between the Parties regarding the subject matter contained herein, and may only be modified or amended by written agreement of the Parties. The title headings used in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement.

11.2 Assignment

The Company cannot assign all or part of its obligations under this Agreement except to affiliate entities without the prior written consent from COLLEGE. Unless otherwise stated, this Agreement will continue in full force during the Term of the Agreement. Any attempted assignment in violation of this clause shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both Parties, their successors, administrators, legal heirs and assigns.

11.3 Waiver:

Waiver of any breach of this Agreement is not a waiver of any other or subsequent breach of this Agreement. No waiver of any provision of this Agreement by a Party shall be effective unless it is in writing and signed by such Party.

11.4 Severability:

If any provision of this Agreement shall be found to be illegal or unenforceable by a court of competent jurisdiction, such term or provision of this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible. If the court determines such action is not

feasible, then any such provision shall be severable, and the remainder of this Agreement shall continue to be given full force and effect. The rest of the Agreement will remain in effect and this

11.5 Notices:


All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, or by electronic mail addressed to the designed email ID's or by telex transmission, with verification of the transmission received by the sender, to the Parties as set forth below or at such other place as either Party may, by written notice to the other, direct: In case of College, to principal@lbrce.ac.in, with a copy to legal department and in case of Smartbridge, to amar@thesmartbridge.com

11.6 Publicity: College acknowledges and agrees that during and after the term of this Agreement, the Company can publish partnership and program updates in Company's marketing, publicity, and promotional activities and materials, including, but not limited to, press releases, marketing collateral, and print, radio and television advertisements or any media whatsoever.


11.7 Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the Indian Laws. Any dispute, or disagreement arising out of this Agreement, and obligations thereunder (each a "Dispute") shall be communicated in writing to the other party within fifteen (15) days of the occurrence of the event giving rise to such dispute. The Parties shall first settle such Dispute, if any between its senior management team in good faith within fifteen (15) days from date of receipt of notice relating to the Dispute. If the senior management team is unable to settle the Dispute, the Parties would refer to the competent courts of Telangana.

11.8 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

<p>For Lakireddy Bali Reddy College of Engineering (LBRCE)</p> <p><i>9. 22 of 09/12/2024</i></p> <p>Name: Dr. K. Appa Rao Designation: Principal & Professor of ME</p> <p><i>PRINCIPAL</i></p>	<p>For SmartBridge Educational Services Pvt. Ltd.</p> <p><i>Sridevi Sira</i></p>  <p>Name: Sridevi Sira Designation: Vice President - Partnership</p>
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*Lakireddy Bali Reddy College of Engineering
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- 2. 
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