

తెలంగాణ తెలంగాణ TELANGANA

Sl. No: 20088 Date: 14/11/2019.

Sold To: Sai Pavan

S/o: Ramesh, R/ Hyd

To Whom: Actualization Edutech Pvt. Ltd.

K. RAJESWARI  
W 035166

Licensed Stamp Vendor

LICENCE NO. 16-11-43/2017

No.6-3-382, Near Himalaya Book World  
Beside Petrol Pump Punjagutta  
HYDERABAD (SOUTH) DISTRICT  
PHONE NO. #####973

### Memorandum of Understanding

This Memorandum of Understanding is made and executed on this the day of December 2019 by and between:

**Actualization Edutech Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at VILLA NO.38, CVasantha valley, whitefields,kondapur, HYDERABAD, Hyderabad, Telangana, 500081, hereinafter referred to as "AEPL", which expression shall, unless repugnant to the context or meaning thereof, mean and include its administrators, legal representatives, and permitted successors.

AND

**SR & BGNR Govt Arts & Science College (Autonomous)**, Khammam being a Government College, hereinafter referred to as "GDCA" which expression shall, unless repugnant to the context or meaning thereof, mean and include its administrators, legal representatives, permitted successors and assigns.

GDCA shall wherever collectively referred to in this agreement hereinafter be referred to as the "College"

Whereas AEPL has, in consultation with various subject matter experts, developed a unique pedagogy and methodology to impart entrepreneurship coaching and training in schools and colleges and conducts entrepreneurship coaching programmes in schools and colleges as part of its activities.

Principal (FAC)  
S.R. & B.G.N.R. Govt. Arts &  
Science College (NAAC-B++)  
Autonomous-KHAMMAM





Whereas the Principal and GDCA, being interested in introducing AEPL's programmes on a pilot basis, GDCA wishes to enter into this agreement with AEPL to set out the terms on which the said pilot project will be undertaken in the College.

Whereas the College, namely GDCA, upon the instructions of the Principal have agreed and undertaken to permit and cooperate with AEPL for the conduct of the said programmes in their respective campuses.

Whereas the nature and scope of the said programme shall be more fully described in Schedule 1 annexed hereto.

### TERMS OF THE AGREEMENT:

1. AEPL shall conduct the programme, more particularly described in **Schedule 1**, annexed hereto and incur such expenses as required for the same as more particularly described in **Schedule 2**, annexed hereto.
2. The District Administrations, has agreed to pay a consideration of Rs. 2,33,000/- on behalf of the College towards the conduct of the Schedule 1 programme in the College.
3. The said consideration shall be paid to AEPL by District Magistrate and Collector, Khammam as follows:
  - 50% on the signing of this MoU.
  - 50% on the completion of the programme.
4. The College have agreed and undertake to fully cooperate with AEPL for the conduct and completion of the Schedule 1 programme. To this end, a list of requirements to be extended by the College free of cost to AEPL is annexed hereto at **Schedule 3**.
5. All the parties to this agreement fully agree, understand and accept that the programme under this agreement is for delivery of services and all intellectual property rights in whatever form, including but not limited to concept, content, materials, methodology and pedagogy, arising out of the programmes of AEPL do now and shall always and in the future vest solely with AEPL and GDCA. Such obligation shall survive the termination of this Agreement.
6. In performing its obligations under this Agreement, AEPL may disclose to the other parties confidential and proprietary information relating to their programmes. All parties to this agreement shall keep confidential all information provided to them by AEPL and shall not release use or disclose of the same except with the prior written permission of AEPL and the GDCA, whether during the subsistence of this Agreement or at any time thereafter. Such obligation shall survive the termination of this Agreement.



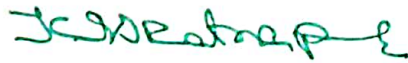
*[Signature]*

7. The parties to this agreement acknowledge and agree that AEPL is, and at all times during this Agreement shall remain, an independent contractor in relation to the other parties, and neither party nor its employees or other representatives are authorized to make any representations or any commitment on the other party's behalf unless previously authorized by such party in writing. Neither party shall have the authority to bind the other party.
8. It is expressly stated that the parties to this Agreement are not partners or joint ventures with each other and nothing herein shall be construed to make them partners or joint ventures or impose any liability as such on either of them.
9. The points of contact under this agreement are as below, until further notice:

For AEPL – Shrey Arora (shrey@metamorphosisedu.com)  
Phone No: +91-9600032340



For College -



10. AEPL shall not be entitled to assign, charge or otherwise deal with its rights and obligations under this Agreement in any way without the prior written consent of the other parties.
11. AEPL hereby agrees and undertakes that any data collected by it in its datacenter located in Hyderabad, Telangana, India associated with its portal during the course of the Schedule 1 Programme will not be used by it in any manner unless it obtains prior permission from the GDCA.
12. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences or forces beyond the reasonable control and without the negligence of such party.
13. This Agreement shall be read and construed in accordance with the laws of India. The courts of Hyderabad shall have exclusive jurisdiction with regard to all matters arising under or in connection with this Agreement.



PRINCIPAL (FAC)

SR. P.G.N.R. Govt. Arts & Science College (NAAC D)  
Info@metamorphosisedu.com  
Autonomous-KHAMMAM

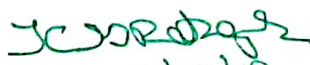
Cell No  
+91-9566339701



Address  
355, R.No 23A, Jubilee Hills, Hyderabad

14. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 and any amendments made thereto. The arbitration tribunal shall consist of 1 (One) arbitrator to be appointed by the Company. The language of the arbitration shall be English. The seat and venue of arbitration shall be Hyderabad.
15. This agreement constitutes the entire agreement between the parties and any amendment to this agreement shall be valid and effective only after it is reduced in writing and signed by both the parties.
16. The provisions of this Agreement are severable. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above

  
7/12/19  
**PRINCIPAL (FAC)**  
S.R.& B.G.N.R. Govt. Arts &  
Science College (NAAC-B++)  
Autonomous-KHAMMAM



**SCHEDULE 1**

Programme to be conducted under this agreement-**Level 1**

| Details                                      | Description   |
|--|---|
| Maximum no. of students under this programme | 1500=<br>750 Women, 750 men   |
| Minimum no. of students per session          | 100   |
| No. of sessions under the programme          | 15  |
| Duration of each session                     | 1 Hour (Duration of the programme)  |
| Programme details                            | Launchpad programme<br>- providing entrepreneurial skill set to students through experiential and case study based learning along with nurturing their ideas. |
| Timelines                                    | It is decided that the sessions will be conducted weekly once/twice at the College.   |

**SCHEDULE 2**

Expenses to be borne exclusively by AEPL:

1. Content development and modification to suit the needs of the College under this agreement.
2. Charges to be paid to the faculty for delivering the programme.
3. Conveyance charges to be incurred for AEPL representatives and faculty.
4. Printing and stationery costs for the programme.

*J. S. Reddy*  
21/12/19

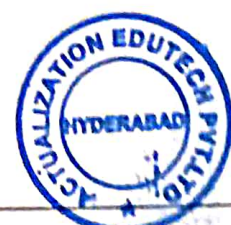
PRINCIPAL (FAC)

S.P. & B.G.N.R. Govt. Arts &

Science College (NAAC-B++)

Autonomous, KHANNA

*[Signature]*



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+91-9566339701



Email Id  
info@metamorphosisedu.com



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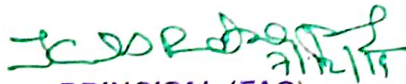
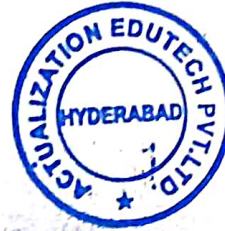
**SCHEDULE 3**

Requirements to be extended by the College to AEPL free of cost:

1. Infrastructure required for delivery of content including space, desks, chairs, projectors (if available), 2 assistants per session for handling and collecting the materials to the students, conveyance if any for the students.

IN WITNESS WHEREOF the parties herein have executed this Agreement in the presence of the witnesses attesting hereunder on the 6 day of ~~November~~ *December* 2019:

Actualization Edutech Private Limited  
*SHREY ABORA*



**SR & BGNR Govt. Arts & Science College (Autonomous), Khammam**  
PRINCIPAL (FAC)  
S.P.O B.G.N.R. Govt. Arts &  
Science College (NAAC-B++)  
Autonomous-KHAMMAM

