



Memorandum of Understanding (MOU)
Between
Miles Education Private Limited
And
Commissionerate of Collegiate Education, Telangana



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This Memorandum of Understanding ("MOU") is entered into and effective as of 20th Feb 2019, by and between:

Miles Education Private Limited, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U22219TG2011PTC076218 and having its Registered Office situated at Ground -1 Floor, JST - Silicon Towers, Kondapur, Hyderabad 500084 (hereinafter referred to as the **"Miles"**)

And

Commissionerate of Collegiate Education, Hyderabad having its registered office at 3rd Floor Vidya Bhavan, Opposite to Latha Talkies, Nampally, Hyderabad-500001 and hereinafter unless the context otherwise requires be referred to as **"CCETS"**.

Whereas:

- A. Miles Education up skills students and professionals across the world to help them be future-ready and enable their career progression. Founded by Harvard and Stanford alumni, Miles provides training towards globally recognized certifications in finance and accounting, digital marketing, leadership and strategy, business analytics, and emerging technologies. Furthermore:
 - a. Miles is a Platinum Approved Course Provider with the Institute of Management Accountants, U.S. (hereinafter referred to as "IMA") to provide U.S. CMA (Certified Management Accountant) training.
 - b. Miles is a Registered Course Provider with the American Institute of Certified Public Accountants, U.S. (hereinafter referred to as "AICPA") to provide U.S. CPA (Certified Public Accountant) training.
 - c. Miles is the Platinum Approved Training Partner with Wiley to provide training for Wiley Certified Business Analyst (WCBA).
- B. Miles has promoted CareerGraph which is a bridge between the academia and the industry. On the CareerGraph.com platform, students get an opportunity to "experience" and work on projects from companies as part of their "learning".

- C. The Parties share the common interest of providing holistic learning and education opportunities for students to engage in project-based learning to enhance their future career prospects.

Miles and CCETS desire to enter into this Memorandum setting out the terms and conditions under which the purpose and scope of this MOU will be achieved.

Article 1 Effective Date

The Parties hereby agree that the Effective date of this MOU shall be the date on which it is signed. The preamble to this Agreement constitutes an integral part thereof.

ARTICLE 2 Purpose and Scope

Purpose: This MOU outlines the mutual cooperation between the two parties for helping in bridging the gap between the academia and the industry. On the CareerGraph.com platform, students get an opportunity to "experience" and work on projects from companies as part of their "learning".

Role and scope of cooperation: The Parties agree to, in the spirit of mutual cooperation, use best efforts towards fulfillment of their respective obligations in achieving the purpose of this MOU.

This MOU outlines the commitments of both the Parties.

2.1 Responsibilities of CCETS –

- a) CCETS will recommend and encourage all Government Degree colleges to engage their students in project-based learning on the CareerGraph platform, and motivate its faculty to effectively mentor and evaluate their respective students.
- b) CCETS would recommend and encourage all the Government Degree colleges under them to work with Miles to offer globally recognized international professional programs including U.S. CMA, U.S. CPA, Digital Marketing and Wiley Certificate in Business Analytics to their students

2.2 Responsibilities of Miles – Miles will award CCETS the status of "CareerGraph Partner Institution" wherein:

- a) Miles will provide free access to all the students studying in Government Degree colleges under CCETS to the multi-sector, multi-functional and multi-dimensional projects on the CareerGraph.com platform.
- b) Faculty members of all the Government Degree colleges under CCETS will be provided free faculty login access and they would be able to mentor GDCs students and evaluate their projects directly on the CareerGraph platform.

- c) All Students Government Degree colleges under CCETS will have an option to enroll for value-added "Pre-Internship" by paying nominal fee born by the students. Under this option, CCETS students will be provided access to insights from industry, additional evaluation of their project by CareerGraph and Industry experts, a verifiable certificate and increased opportunity for internships.

Article 3

Intellectual Property

- 3.1 Intellectual Property means all systems, processes, procedures, proposition descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 3.2 All Intellectual Property brought-in/used by Miles for any of the activities/projects undertaken under this MOU shall belong to Miles at all times.
- 3.3 The Materials provided by Miles are protected by copyright, including without limitation by Copyright Law and other applicable laws in India.
- 3.4 CCETS will not reveal, make use of or commercialize any of the confidential information provided by Miles either during the currency or after termination of the related Agreement for a period of 3 years.
- 3.5 Miles will retain the right of ownership to all the Intellectual Property Rights.
- 3.6 CCETS shall not use Intellectual Property that is in any way based on the systems, processes, protocols, propositions and models of Miles, even though CCETS may have amended and added to the foundation Intellectual Property.
- 3.7 The data of the students should not be shared to anyone without the permission of CCE other than for the project for which the students have registered.

ARTICLE 4

General Provisions

- 4.1 Both Parties agree to maintain at all times, a one-point contact for undertaking and overseeing the initiatives listed out in this MOU. Any change in the contacts will be promptly notified to the other Party.

All Notice/s to be given under this MoU shall be delivered either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable Party at the contact details indicated below:

Miles:

Name: Miles Education Private Limited

Attention: Mr. Michael Wagner

Designation: Associate Vice President-Pan India

Address: Ground -1 Floor, JST - Silicon Towers, Kondapur, Hyderabad
500084

Email: michael.wagner@mileseducation.com

CCETS:

Name: Commissionerate of Collegiate Education

Attention: Sri B SWAMY

Designation: Joint Director

Address: 3rd Floor Vidya Bhavan, Opposite to Latha Talkies, Nampally,
Hyderabad-500001

Email: commissioner.tgce@gmail.com

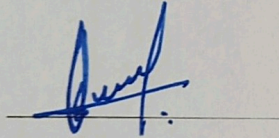
- 4.2 This MOU references good faith efforts by both CCETS and Miles and is an expression of the Parties' current intent and recognizes the fact that the execution of some of the terms of the MOU could require the Parties to enter into definitive agreements. It is understood that without such definitive agreements, the terms of the MOU are not legally binding and will not be relied upon by any party for any purpose and no party is or will be bound by the terms of this MOU, unless and until definitive agreements are signed.
- 4.3 **Term and Termination:**
The Terms and Conditions agreed under this MOU shall commence on 20th Feb, 2019 and shall remain in effect for 3 years or until terminated, whichever is earlier.
- This MoU may be terminated by either of the Parties by giving not less than 3 months' notice in writing to the other Party.
- 4.4 **Applicable Law:** The construction, interpretation and enforcement of this MOU shall be governed by the laws of India. The courts of Hyderabad shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Hyderabad, India.
- 4.5 This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU.
- 4.6 Any notice under this MOU will be in writing and delivered by hand or by registered post acknowledgement due, to the other party at the registered office or as may be substituted by the notice. If any notice sent by e-mail, post will be effective on the date of receipt.
- 4.7 **Severability:** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force

and effect, and either party may renegotiate the terms affected by the severance.

- 4.8 Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

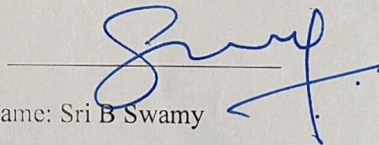
For MILES Education Private Limited For Commissionerate of Collegiate Education,
Telangana



Name: Kiran Venkat Jangam

Designation: Regional Manager- IR

Date: _____



Name: Sri B Swamy

Designation: Joint Director

Date: _____