

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered at **CHINTHAPALLI** on **08-09-2025** and shall be effective from **08-09-2025** by and between **CMS LABORATORIES INDIA PRIVATE LIMITED (CRYSTAL MANAGEMENT SERVICES)** an organization engaged in providing professional training and skill development programs, represented by **G.JAGADEESWARA RAO Managing Director**, having its registered office at 3rd floor, 47-10-50, 4th Ln, above Union Bank, Dwaraka Nagar, Visakhapatnam, Andhra Pradesh (hereinafter referred to as "CMS", which expression, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns), of the **FIRST PART**

And

GOVT DEGREE COLLEGE, CHINTAPALLI an Institution, imparting and offering Assessment & placement services represented by **Dr.M. Vijaya Bharathi, Principal** situated at Chintapalli, Alluri Sitarama Raju District, Andhra Pradesh 5300, India (hereinafter referred to as '**GOVT DEGREE COLLEGE, CHINTAPALLI**)- which expression unless repugnant to the context and meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **SECOND PART**

CMS, GOVT DEGREE COLLEGE, CHINTAPALLI., are hereinafter individually referred to as 'Party' and collectively as 'Parties'

CMS is engaged exclusively in the business **delivering training programs & Placement Drives , Job Opportunities, Internships** including to technical skills, emerging technologies, employability enhancement, and professional readiness programs for students and academic institutions.

WHEREAS the Parties are desirous of collaborating **solely for the purpose of delivering training programs & Placement Drives, Job Opportunities** to the students of GDC Chintapalli College and intend to set forth the terms and understanding governing such collaboration under this MoU..

Now therefore in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:



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1. SCOPE

CMS, in collaboration with GOVT DEGREE COLLEGE, CHINTAPALLI., proposes to offer structured training and fresher upskilling programs. The training programs shall focus on enhancing students' technical skills, employability skills, communication skills, and professional readiness, as mutually agreed by the Parties. This collaboration is limited exclusively to training and skill development and does not include assessment, placement, recruitment, or employment guarantees.

2. RESPONSIBILITIES OF GOVT DEGREE COLLEGE, CHINTAPALLI.,

- To identify and nominate eligible students for the training programs in the prescribed format.
- To ensure students enroll in the training programs and complete onboarding formalities as required.
- To ensure students actively participate in all training sessions and related activities.
- To support students in profile creation or LMS access, wherever applicable for training delivery.
- To encourage consistent attendance and discipline throughout the training duration.
- To provide necessary infrastructure such as classrooms, labs, internet connectivity, and audio-visual facilities for on-campus training, if applicable.
- To coordinate schedules, training calendars, and communication between students and CMS trainers.

3. RESPONSIBILITIES OF CMS SKILLS AND CAREERS

- To design and deliver structured training programs aligned with industry-relevant skills and employability requirements.
- To provide qualified and experienced trainers for conducting the training sessions.
- To deliver training through appropriate modes (online / offline / hybrid), as mutually agreed.
- To provide access to training materials, learning resources, and LMS content (if applicable).
- To conduct training sessions on technical skills, soft skills and communication, Interview readiness (theoretical and practice-oriented, without placement commitment)
- To monitor student participation and provide periodic progress feedback to the Institution and Prajna Resources.
- To conduct webinars, doubt-clearing sessions, and interactive workshops related to training modules.
- To issue training participation certificates or completion certificates, subject to attendance and completion criteria.

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4. SERVICE FEE

The service fee applicable for the training programs offered by CMS shall be mutually discussed, agreed upon, and coordinated from time to time based on the nature, duration, mode, and scale of the training programs. The detailed fee structure, payment milestones, and any applicable commercial terms shall be communicated separately and may be documented through written communication or as an addendum to this MoU, wherever required.

Important Points:

- The training engagement under this MoU shall be executed as per mutually agreed timelines.
- Any continuation, extension, or additional training programs for future student batches shall be discussed and finalized separately based on institutional requirements.
- The scope of services under this MoU is **strictly limited to training and skill development**.
- No commitments are made with respect to: Placement, Recruitment, Job offers, Employment outcomes
- Training content shall be aligned to **industry-relevant and core skill areas**, as mutually agreed between the Parties.

Payment Schedule:

- Payment schedules, invoicing frequency, and amounts shall be finalized **on a case-to-case basis** depending on the specific training program.
- Payments shall be released within the mutually agreed time frame from the date of invoice submission.
- All applicable taxes, including GST, shall be charged extra as per prevailing statutory norms.
- Any revision in fees due to changes in scope, duration, or delivery mode shall be communicated and agreed upon in advance.

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5. TERMS AND TERMINATION

(a) This MOU shall commence from the Effective Date and cease to remain in effect **Three Years** from the Effective date. Parties may renew this MOU before the completion of the term, by mutual consent, in writing by separate MoU.

(b) Either Party shall terminate this MOU by giving **30 days** prior notice in writing to the other party.

6. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights over the content used for delivering the program to GOVT DEGREE COLLEGE, CHINTAPALLI., under this MoU, shall solely vest with CMS and this MOU shall not be construed to transfer any such rights from CMS to GOVT DEGREE COLLEGE, CHINTAPALLI.,. CMS shall keep all the data of the students confidential and use it for the agreed purpose only. The handling of the data shall be done with at most precaution.

CMS grants GOVT DEGREE COLLEGE, CHINTAPALLI. a limited, non-exclusive, non-transferable, and revocable license to use the training materials solely for internal academic and training purposes during the term of this MoU. No ownership, title, or interest in any intellectual property of CMS shall be deemed to be transferred by virtue of this license. The College and Prajna Resources agree to abide by all usage guidelines communicated by CMS in relation to such materials.

7. DISCLAIMER OF WARRANTY

CMS makes no representations or warranties, express or implied, statutory or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, with respect to the training programs or training materials provided under this MoU.

CMS does not warrant that the training services or materials will be uninterrupted, error-free, or that participation in the training will result in any specific academic, professional, or employment outcomes.

All warranties, if any, provided herein are limited to the Parties to this MoU and do not extend to any third party.

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8. NO ASSIGNMENT

Neither Party shall assign its rights or obligations under this Memorandum of Understanding without the prior written consent of the other.

9. AMENDMENT

Any amendment/modification to this MOU shall be made on the basis on mutual written understanding between the Parties and signed by the parties.

10. GOVERNING LAW AND DISPUTE RESOLUTION

Any and all disputes, differences or questions relating to or emerging out of this MoU, including without limitation, any questions relating to the existence, validity and enforceability of any of the provisions of this MoU (together 'Disputes'), will be submitted for arbitration under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time, Parties shall jointly appoint a sole arbitrator. The seat and venue of arbitration shall be Visakhapatnam, Andhra Pradesh, and the language of the arbitral proceedings shall be English. The arbitral award shall be final and binding on all Parties. Subject to the above arbitration clause, the courts at Visakhapatnam, Andhra Pradesh, shall have exclusive jurisdiction over all disputes arising out of this MoU.

11. FORCE MAJEURE

"Force Majeure" shall mean circumstances beyond the reasonable control of a Party, including but not limited to act of God, inclement weather, flood, lightning, fire, industrial action, lockouts, epidemic, pandemic the act or omission of Government or other competent authority, acts of terrorism, war, military operations, revolution, insurrection riot or disruptions in or failures of banking services.

Notwithstanding any other provisions of this MoU, if and to the extent that either Party ("**Affected Party**") acting and having acted reasonably, is hindered or prevented from performing any of its obligations under this MoU by a Force Majeure event, such a Party shall be relieved of all liability for failure to perform its obligations under this MoU, except payment obligations contained herein.

12. NOTICE

All notices and other communications in respect of this MoU shall be given in writing and sent by registered post acknowledgment due or courier or facsimile transmission or email to the addressee party at its address and facsimile number as mentioned in this MoU. If any change in the address the same should to intimate to the other party in writing.

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13. NO EXCLUSIVITY

Parties agree that nothing in this MoU should prohibit the parties from providing similar or same services to other companies or entities.

14. ENTIRE MoU

This MoU sets forth the entire understanding and MoU of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, negotiations, representations and writings relating thereto.

15. SEVERABILITY

If any part or parts of this MoU shall be held unenforceable for any reason, the remainder of this MoU shall continue in full force and effect. If any provision of this MoU is deemed invalid or unenforceable by any court of competent jurisdiction and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

16. WAIVER

No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under this MoU, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any Party of any breach or default under this MoU, or any waiver on the part of any Party of any provisions or conditions of this MoU, must be in writing and shall be effective only to the respective Party.

17. REMEDIES NOT EXCLUSIVE

Except as expressly provided herein, no remedy specified in the Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity.

18. SPECIFIC PERFORMANCE

The Parties agree that damages may not be an adequate remedy for breach of certain obligations under this MoU. Accordingly, the non-breaching Party shall be entitled to seek injunctive relief and/or specific performance, in addition to other remedies available under law.

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19. INTERPRETATION OF HEADINGS

The headings provided in this MoU are for the sake of convenience only and do not have any effect on the interpretation of any clause or provision of this MoU.

20. MoU IN COUNTERPART

This MoU shall be executed in two originals for the benefit of the parties, and each copy shall be the original as against the other.

21. NON – SOLICITATION

The parties agrees and under takes that during the term of this MoU, shall not directly or indirectly, on their own behalf or on behalf of others, solicit, recruit, or induce or attempt to persuade any person now or at any time hereafter engaged by the other party as an employee, officer, director, independent contractor, advisor or consultant, without the written consent of the other party.

22. CONFIDENTIALITY

Each Party agrees to keep confidential all proprietary, confidential, or sensitive information received from the other Parties in connection with this MoU, including training materials, student information, and commercial terms. Such information shall be used solely for the purposes of this MoU and shall not be disclosed to any third party except as required by law. All Parties shall comply with applicable data protection laws, including the Digital Personal Data Protection Act, 2023, while processing personal data under this MoU.

In the event of any breach of this clause, including misuse of the platform, unauthorized replication or utilization of its design, software, or content, or any interference with the platform's operation by GOVT DEGREE COLLEGE, CHINTAPALLI or its students, **GOVT DEGREE COLLEGE, CHINTAPALLI.**, shall be held liable for any losses, damages, and legal costs incurred by **Ciel Skills and Careers** due to such actions.

23. LIMITATIONS OF LIABILITY

No Party shall be liable for any indirect, incidental, consequential, punitive, or special damages, including loss of profits or business interruption, arising out of this MoU. The aggregate liability of CMS, if any, shall be limited to the fees actually received by CMS for the relevant training services under this MoU.

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24. RELATIONSHIP

The Parties are independent contractors. Nothing in this MoU shall be construed to create any partnership, joint venture, employer-employee relationship or similar relationship. Neither Party is authorized to bind the other Party to any obligations with third parties.

IN WITNESS WHEREOF, the Authorized Representatives of the Parties have signed and executed this MOU on the first date written above.

For **CMS LABORATORIES INDIA
PRIVATE LIMITED**



MANAGING DIRECTOR

For **GOVERNEMENT DEGREE COLLEGE
CHINTHAPALLI**

PRINCIPAL

Witness:

1.

1.

2.

2.

CMS LABORATORIES INDIA PRIVATE LIMITED

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