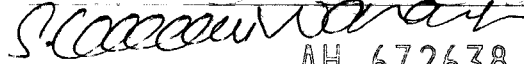


ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 7147 Date: 08-02-2010, Rs.100/-
Sold to: A.RAJA SURESH, S/O.A.SATYANARAYANA RAO, R/O. HYD.
For Whom : M/S. SYNCHROSERVE


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MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding ("MOU") is executed on this day of 12th February 2010, at Kakinada.

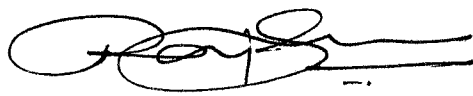
BY AND BETWEEN

Jawaharlal Nehru Technological University Kakinada, one of the four Jawaharlal Nehru Technological Universities created by the Government of Andhra Pradesh, India in 2008 having its main campus at Kakinada – 533 003, represented by Prof. Allam Appa Rao, Vice Chancellor (hereinafter referred to as "JNTUK" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First Part;

AND

SYNCHROSERVE GLOBAL SOLUTIONS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Unit No. 207, 2nd Floor, Maximus Towers 2B, K. Raheja IT Park (MindSpace), Hitec City, Madhapur, Hyderabad, represented by Mr. Adapa Raja Suresh Kumar,





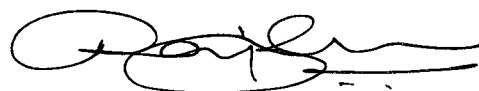


Founder & Chief Executive Officer (hereinafter referred to as “**SynchroServe**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Second Part;

WHEREAS:

- A. JNTUK is one of the renowned Universities formed by Andhra Pradesh State Government Act 30 of 2008 institution that provides quality education and offers several disciplines of Engineering and Technology for undergraduate, postgraduate students and research scholars with good faculty and necessary infrastructure including advanced laboratories and research facilities. It is originally started in the year 1946 as College of Engineering, Vizagapatnam to impart quality technological education.
- B. The objectives of the University is to provide for the advancement of learning and knowledge in engineering, technology, physical and social sciences by teaching, research, experimentation or practical training or by such other means that it may deem fit. Its Chief Executive Officer is the Vice-Chancellor.
- C. That, in order to accomplish its mission, it is organized into the constituent units namely University College of Engineering, Kakinada, University College of Engineering, Vizainagaram, Institute of Science and Technology, School of Management Studies. It has affiliated more than 200 Engineering, Management and Pharmacy Colleges in the eight coastal districts of Andhra Pradesh state of India.
- D. SynchroServe, is a company promoted by three entrepreneurs who have together, 75 years of invaluable experience in the services industry. With a deep understanding of the service industry and the market scenario, it enables SynchroServe to synchronize reality with customer expectations. With subject matter expertise in the field of assessment, training, real time performance support, content design and business development coupled with deep understanding of Industry requirements, SynchroServe is poised to take the service industry by storm across the BPO/ ITES, Retail, Airline, Hospitality, Banking & Financial services, Insurance and IT space.
- E. SynchroServe operates with the objective to develop individuals towards self-directed growth and long-term careers by utilizing the extensive experience and knowledge base of its management team and instructional staff in working with organizations to implement customized solutions that enhance hiring selection and retention, improve recruiting productivity, realize stronger on-the-job performance and build team effectiveness.
- F. SynchroServe has been empanelled by Directorate General Resettlement (DGR), Ministry of Defense, as one of their Training partners for the year 2009 – 10 to conduct the following programs on **Supply Chain Management, Retail Management & Rural Entrepreneurship** in


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Hyderabad, Bangalore & Gurgaon for the retired & retiring Officers and Personnel Below Officer Rank (PBOR) of Army, Navy and Air Force:

- Certificate in Supply Chain Management Training programme (12 weeks) for the Officers.
- Certificate in Rural Entrepreneurship (16 weeks) for PBOR
- Certificate in Retail Management (12 weeks) for PBOR
- Certificate in Supply Chain Management (16 weeks) for PBOR.

G. Based on the success of the above programmes and also after gaining good understanding of the requirements of retired and retiring personnel from Armed Forces, SynchroServe and JNTUK believe that they can offer many more programmes for the academic years 2010-11 and beyond. SynchroServe's rich industry experience blended with JNTUK's academic excellence will be a winning combination.

H. These programmes are designed keeping the Industry requirements into consideration and thus improving the employability of the Retired and Retiring Officers and PBOR of Armed Forces in Civil World.

I. JNTUK and SynchroServe have decided to collaborate to offer various Certificate Training Programs for Retired and Retiring Officers and Personnel Below Officer Rank (PBOR) of Armed Forces for the Academic Year – April 2010 to March 2011 and beyond for the Effective post-retirement resettlement.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1: PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

1 The purpose of this memorandum of understanding is to record the understanding between JNTUK and SynchroServe basis which they have agreed to collaborate for conducting / organizing Certificate Training programs in Management, Information Technology, Finance & Administration and other areas ("Training Programs") for the Retired and Retiring Officers and Personnel Below Officer Rank (PBOR) of Armed Forces.

ARTICLE 2: IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

2 During the term of this Memorandum of Understanding, the parties may agree to similar arrangements in respect of different training programs for other target segments. For each training program, a separate document called as Statement of Work ("SOW") shall be executed between the parties. The duration of the training, nature and contents of the Program, time table, venue for delivery, rules and regulations, etc. shall be specified under SOW each of which shall form an integral part of this Memorandum of Understanding.


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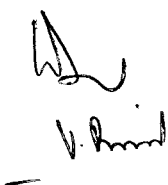
ARTICLE 3: ROLES AND RESPONSIBILITIES OF JNTUK & SYNCHROSERVE

(A) ROLE OF JNTUK

- 3.1 JNTUK will approve the Certificate Training Programmes that are suggested by SynchroServe based on their understanding of the Industry requirement.
- 3.2 JNTUK will validate and approve the course curriculum recommended by SynchroServe for the Training Program.
- 3.3 JNTUK may provide faculty members to cover some modules of the Certificate Training Programmes on need basis.
- 3.4 JNTUK will issue "**Certificate of Completion**" to every candidate who clears the final assessment. The guidelines issued by Director General Resettlement (DGR), Ministry of Defence, will be followed in designing the Certificate.
- 3.5 JNTUK will identify a single individual who will act as the JNTUK representative with regard to the Program and will be the single point of contact for JNTUK. He/ she will be authorized to take all operational decisions on behalf of JNTUK for the successful execution of the Program.

(B) ROLE OF SynchroServe:

- 3.6 SynchroServe will submit a detailed proposal to DGR, Ministry of Defence, seeking approval of the proposed Certificate Training programmes.
- 3.7 SynchroServe will liaise with DGR in getting the Training Programmes approved. While SynchroServe will make its best efforts to get as many programmes as possible, It is the complete discretion of DGR to approve the Training Programmes, Locations, dates, Rate etc.,
- 3.8 SynchroServe will work with Directorate General Resettlement for the enrollment of trainees for the training programs, which are approved by DGR and published in the Annual Training Calendar.
- 3.9 SynchroServe is to decide and responsible for advertising, announcements, press releases, publicity and other promotional materials.
- 3.10 SynchroServe shall organize training for the trainees in batches of 30/ 40/ 60 or as approved by DGR. The duration of the training shall be ranging from 12 to 24 weeks (or as decided by DGR) and the curriculum of the training program shall be as validated by JNTUK keeping the industry requirements into consideration.
- 3.11 SynchroServe will develop the course curriculum and content to enhance the skills in the specific areas. SynchroServe will include some modules keeping the requirements of Industry into consideration. This will help the trainees in improving their employability.



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- 3.12 SynchroServe will provide the trainers for training the selected trainees.
- 3.13 SynchroServe will provide content & training material to the trainees.
- 3.14 SynchroServe will conduct periodic assessments for all the trainees at regular intervals.
- 3.15 Post successful completion of training, SynchroServe will conduct assessments/ examinations for the trained candidates in consultation with JNTUK
- 3.16 SynchroServe will pay JNTUK an amount based on the actual number of registrations for each training programme. The payment details and other terms & conditions are covered under Commercial section (Article 8).
- 3.17 SynchroServe will facilitate the issue of "**Certificate of Completion**" to every candidate who clears the final assessment.
- 3.18 SynchroServe will identify a single individual who will act as the SynchroServe representative with regard to the Program and will be the single point of contact for SynchroServe.

ARTICLE 4: PROGRAM ADMINISTRATION

SynchroServe will undertake the execution and administration of the program. Periodic meetings may be conducted between the representatives of JNTUK and SynchroServe to assess the progress of the program.

ARTICLE 5: MUTUAL OBLIGATIONS BETWEEN THE PARTIES

- 5.1 Intellectual Property Rights (IPR) for the material developed and shared by SynchroServe are with SynchroServe and is a constituent in the courseware and other material that would be used in conducting the Program. "Intellectual Property Rights" means and includes, without limitation, the trade marks, service marks, trade names, business names, logos, copyrights, designs, confidential proprietary processes, formulae, trade secrets, engineering design process and operating information and drawings, proprietary manuals and materials, inventions, developments, patent or patent applications, technical data or scientific, commercial, financial and technical information, software and any data relating to any process, method, product or business. Notwithstanding anything stated in this MOU, all Intellectual Property Rights in the materials provided by JNTUK, if any, shall remain with JNTUK and shall not be used in any way by SynchroServe, other than for the purpose covered under this MoU.
- 5.2 Tutorials, classroom instruction, examination and tests will be conducted by SynchroServe under the guidance of JNTUK, and SynchroServe will be responsible for maintaining the quality and integrity of these sessions.
- 5.3 **Use of Marks:** Neither party shall use or furnish the name or trademark of the other party as a reference in any advertising, announcement, press release,


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publicity nor other promotional materials without the prior consent of such party.

ARTICLE 6: GENERAL TERMS, RESTRICTIONS AND LIMITATIONS

- 6.1 **Nature of the Memorandum of Understanding:** This Memorandum of Understanding is formulated as a statement of interest and intent to facilitate and develop mutually beneficial cooperative activities.
- 6.2 **Independent Contractor Status of the Parties:** Both the parties to the MOU shall be considered as independent contractors. Neither of them is authorized or empowered to act as an agent for the other for any purpose. Neither of them shall enter into any contract, warranty or representation as to any matter on behalf of the other. Neither shall be bound by the acts or conduct of the other.
- 6.3 **No Warranty:** No warranties, representations or conditions, express or implied, including, without limitation, any representations, warranties or conditions of accuracy or sufficiency are made by either party under this Memorandum of Understanding. JNTUK and SynchroServe shall not have any liability whatsoever for any damages, losses or expenses incurred by the other party as a result of reliance upon terms of this MOU, whether arising in contract, tort or otherwise, and vice-versa.
- 6.4 The parties recognize that the nature of this engagement may permit access to information of the other party and its clients that is confidential and proprietary. Both parties acknowledge that such information is the property of the respective parties and that any unauthorized disclosure thereof may be highly prejudicial to the interest of JNTUK and SynchroServe. Each party shall not disclose or use directly or indirectly at any time any such information unless such disclosure or use has been expressly authorized in writing by the other party.

ARTICLE 7: VALIDITY OF THE MEMORANDUM OF UNDERSTANDING

- 7.1 This Memorandum of Understanding is valid for a period of five years (5 Years) from the date of execution of this MOU. This Memorandum of Understanding may be modified or changed by written consent of both the parties. Any party shall have the right to terminate this Memorandum of Understanding, or any statement of work, without any cause by giving the other party a prior written notice of minimum 180 days. Notwithstanding such termination, any Training Programs that are approved by DGR, Ministry of Defense for a particular Academic Year (April to March), prior to such termination shall be completed without causing any inconvenience to the participants.
- 7.2 This Memorandum of Understanding has been validated by the responsible authorized signatories of JNTUK and SynchroServe, who have signed below, and is recorded in two original documents.
- 7.3 The parties shall try to implement this Program in a spirit of co-operation. Any and all disputes or claims arising out of or relating to this MOU or any Program



V. R. Ramesh



or the breach hereof shall be endeavoured to be settled by mutual discussions between the authorized representatives of both parties within a period of one month from the date of notification of any such dispute or claim in writing by one party to the other. Failing this, the dispute shall be referred to arbitration and the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a team of three arbitrators, one each appointed by both the parties and the third one jointly appointed by the first two arbitrators. The place of arbitration shall be Hyderabad and the language shall be English. The arbitration award shall be final and binding on the parties. Each party shall bear its own costs of arbitration and any attorneys' fees.

ARTICLE 8: COMMERCIAL TERMS AND CONDITIONS

8. **Commercials:** SynchroServe will pay to JNTUK an amount equivalent to 20 % of the fees collected from the participants of the Certificate programs which are done in collaboration with JNTUK.

8.1. Taxes: The payments shall be paid within 30 days after receiving the final payment from DGR, Ministry of Defence, after deducting applicable taxes.

IN WITNESS WHEREOF the parties hereto have signed this Memorandum of Understanding on the date above mentioned.

APPROVED FOR AND
ON BEHALF OF JNTUK

APPROVED FOR AND
ON BEHALF OF SYNCHROSERVE

SIGNED:



NAME: **Prof. Allam Appa Rao**

TITLE: Vice Chancellor

DATE:

SIGNED:

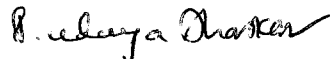



NAME: **Adapa Raja Suresh Kumar**

TITLE: Founder & CEO

DATE:

Witnesses

1. 

2. 
(CSANMURTY)