MEMORANDUM OF UNDERSTANDING

On Exchange of Faculty, Students and Staff for Academia, Education, Research and Administrative Purposes Between





ATLANTIS UNIVERSITY & WORLD IT CENTER, INC

AND



"CMR COLLEGE OF ENGINEERING & TECHNOLOGY, HYDERABAD (INDIA)"

Place: Hoderabar Date: 12 July 2023



Atlantis University, located at 1011 Sunnybrook Road, Miami, Florida 33136, USA, grants authorization to World IT Center, Inc. (WITC) and its subsidiary companies to collaborate with institutions and universities across the APAC region as part of a collaboration programme for the benefit of the two parties.

CONFIDENTIAL

The parent firm, The Word IT Center, Inc. (WITC), and its Indian and American-registered subsidiaries are listed below hear after referred as (WITC)

US – Entity

- World IT Center, Inc: located at 10 Mall Rd, Ste 301, Burlington, MA 01803, Visa, and Job Placement Partner (within the USA)
- IT Tutor PRO, Inc: Located at 10 Mall Rd, Ste 301 Burlington, MA 01803 is an IT Training Partner (within the USA)

APAC - Entity

- URVI Technologies Services India Private. Limited: Located at #204 A/B/C/D, 2 ND Floor,6-3-853/1, Meridian Plaza Beside Lal Bungalow, Ameerpet, Hyderabad-500016, Telangana is an IT and Study Abroad Service subsidiary (Within India)
- LASYA Infotech: Located at address: 3-29/2, 2nd Floor, Mayur Plaza, Behind Cine Planet,, Kompally, Qutballapur, Medchal, Secundrabad, Telangana 500014, India

In Hyderabad, India, the "CMR College of Engineering & Technology" and its affiliates are registered as;

AA

Signed a Memorandum of Understanding on / / 2023. This MoU is signed in view of exploring the possibilities between the parties in terms of research projects, joint organization of seminars, conferences, schools, and training programmes including exchange of faculties, students, professionals, technicians, and academics for mutual benefit of both the institutions. This MoU would give vast opportunities for **WITC** to mutually collaborate with one of the most prominent (**CMR**) national institutions/Universities/Colleges of the country.

This Memorandum of Understanding (MoU) is effective from (/ /2023) to establish an affiliation by and between Atlantis University (USA) and (WITC) Indian and Americanregistered subsidiaries, WITC Technologies Services India Private. Limited (India)". Having an expertise in the areas of IT Technological Training, International Student Exchange and Job Placements, established under companies act 1956, CIN (U74999TG2021PTC156102) having its office at Hyderabad (India) here-in-after referred as WITC, the FIRST PARTY,

And "CMR", a higher learning and research-intensive institution having its office located at "Oxygen Park, Kandlakoya, Medhcal Road JF3P+RJ Seethariguda, opposite Kandlakoya Road, near HP Petrol Bunk, Hyderabad, Telangana 501401, India", here-in-after referred to as

1		CHIL
	Atlantis University 1011 Sunnybrook Road, Miami, Florida 33136, USA	Page 1/6
	SUEGE OF ENGS	INCIPAL
		E OF ENGG. & TECH V), Medchal Road, bad-501401.





"(CMR)", of the Second Party, for the purpose of exchange of faculty, students and staff for academic, education, research and administrative purposes.

The aforesaid institutions are here-in-after referred to individually as institute and collectively as institutes.

CL.2 PREAMBLE/BACKGROUND OF MOU:

WHEREAS, the corporation and the institution seek to sign a contract where they will share objectives in educational programmes, including but not limited to faculty exchange, student exchange, professional exchange, and R&D as their combined efforts.

WHEREAS, the globalization of higher education is providing an ever-growing range of opportunities for engagement with universities and organizations across the globe.

NOW, THEREFORE, in consideration of the mutual promises and covenants between the parties, it is agreed and understood by both the parties that:

CL.3 GENERAL:

A.U. and CMR have many areas of common interest in academic, education and research such as Engineering, Sciences, Social Science, and Humanities. Considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research, and administration.

NOW THEREFORE, **WITC** and **"CMR"** have decided to enter into this Memorandum of Understanding (here-in-after referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections.

CL.4 PROPOSED OBJECTIVES AND EXPECTED OUTCOMES:

In consideration of the mutual promises set forth in this MoU, both institutes/organizations are agreed to the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity. The objectives of the MoU are:

The University shall enter into the Memorandum of Understanding for any one or more of the following objectives(s):

- a) To prioritize the inclusive growth of the society and combing priorities of excellence and relevance.
- b) To promote innovation and entrepreneurship by covering and translating technology into products or processes.
- c) To encourage research relevant to industry.
- d) To encourage the mobility of experts from academia and vice-versa.
- e) To foster resource-optimized, cost-effective innovations for the needs of humanity.
- f) To increase the standard of living of its citizens and to improve human health.

Atlantis University 1011 Sunnybrook Road, Miami, Florida 33136, USA Page 2/6 GE OF ENG PRINCIPAL CMR COLLEGE OF ENGG. & TECH. Kandlakoya (V), Medchal Road, Hyderabad-501401. andlako



CL.4.1 Faculty/Scientist/Staff Exchanges:

we aim to promote interdisciplinary knowledge sharing and strengthen the ties between our faculties.

- a) The exchange of faculty to the mutual benefit of both institutions.
- b) To increase educational opportunities through conducting lectures
- c) Supervising/Co-supervising graduate student(s);
- d) Conducting study tours and joint consultancy work.
- e) Co-supervising post-graduate student(s);
- f) Jointly propose and engage in research or training programmes sponsored by funding agencies and to exchange on a reciprocal basis researchers and students for limited period.

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between the institutes on the mutual basis. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

CL.4.2 Student Study Abroad:

Development of a joint study abroad program that would enable CMRCET students to study at our esteemed university for an academic year in our master's programs.

- Masters in Cybersecurity
- Masters in information technology
- Masters in computer engineering
- Master of Science in Business administration
- Master in Business Administration
- Masters in Healthcare Management
- Masters in Nursing
- Masters of Science in Education

We understand that financial planning is crucial for our students, and we aim to provide transparency in our fee structures. Therefore, we would like to emphasize the importance of reviewing the program costs each semester to determine the updated tuition fees for the upcoming term.

CL. 5 TRAVEL, LIVING AND OTHER COSTS:

No travel, living, training, entertainment, or other costs will be allowed for company unless authorized and agreed to be paid by the USA university.

	(HV
Atlantis University	
1011 Sunnybrook Road, Miami Florida 33136, USA	Page 3/6
	RINCIPAL GE OF ENGG. & TECH
tandiakova Kandlakov	GE OF ENGO a Poad a (V), Medchal Road erabad-501401.





CL.6 DURATION/VALIDITY/TERMINATION AND RENEWAL:

The Memorandum shall remain in force for a period of Five (05) years commencing from effective date with auto renewal every 5 years. However, this period may vary from area of collaboration and collaborative programmes. Before the end date, University may not voluntarily withdraw its obligations under this Agreement without good reason, unless the Company has acknowledged in writing that the services are no longer required. University shall be liable for damages and shall reimburse Company for any losses suffered as a result of the Early Termination. With a 180-day written notice, either Party can terminate this agreement. However, WITC and CMR will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion. The collaboration renewal will be initiated six months earlier and must renew before the date of termination.

CL.7 AMENDMENTS/MODIFICATIONS:

This MOU may be amended or modified by a written agreement signed by the representatives or concern persons of both institutes.

CL.8 IMPLEMENTATION AND MONITORING:

The parties shall on a regular basis, keep each other informed of and consult on procedure; progress and objective achieve or planned. The parties shall set specific timeline beforehand and establish manner of monitoring and review of the execution of the area of cooperation and its objectives. For proper implementation of all criteria and timely completion of the agreed objectives, the **WITC** may constitute a monitoring committee. The monitoring committee will review the annual progress of the collaboration and give suggestions if required. However, both parties will arrange six monthly mutual meeting to discuss the proper implementation and goal(s) achieved during that period. The WITC monitoring committee will consist of the following members:

- 1. Contact person of the MoU from WITC side (Member),
- 2. Contact person of the MoU from CMRCET side,
- 3. A person from the Study Abroad Counselling Department (If required, Member), and
- 4. A person from the Finance Section (If required, Member).

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of a programme coordinator from the side of WITC and a programme coordinator from the side of CMRCET will periodically review and identify ways to strengthen cooperation between the two institutions.

The parties may with the mutual consent further extend the duration of collaboration.

	(HHA-
Atlantis University	Jun 1
1011 Sunnybrook Road, Miami, Elorida 33136, USA	Page 4/6
CMR COLL	PRINCIPAL EGE OF ENGG. & TECH. bya (V), Medchal Road, derabad-501401.



CL.10 CONFIDENTIALITY:

For reasons of sensitivity, the privacy of the individuals or the interests of the WITC/A.U.; Agreement of MoU needs to enter undertaking of confidentiality. Before any assurances of confidentiality are provided to a CMRCET, the legal situation must be checked by the attorney office of the WITC India. The confidentiality of such Memoranda must be finally determined by the legal team on advice from the respective Dean/Head of the School/Department considering the CMRCET obligations under the current Indian legislations.

CL. 11 NON-SOLICITATION:

WITC and its subsidiaries agree not to solicit/recruit/employ directly/indirectly any employee of university or who has been introduced by university to company during the term of this agreement and for a period of one year after the termination of this agreement unless specified in the SLA or agreed in writing by the university.

CL. 12 INTELLECTUAL PROPERTY RIGHTS:

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during this MOU shall be vested in both institutes to this Memorandum and cannot be shared with third party unilaterally. Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be processes with the prior written consent of both institutes. However, such consent not to be unreasonably withheld. WITC shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, and publication purposes without the payment of royalties or other fees to the other party.

CL. 13 ARBITRATION CLAUSE/LEGAL LIABILITY CLAUSE:

Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the law of the host countries and rules and regulations of the institutions. Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration. In case, there be a dispute/differences of opinion relating to any aspect of academic, research and administrative cooperation, concerned Faculty/Head/Dean/Principal/Director/Attorney/Vice-Chancellor of the university and

Atlantis University 1011 Sunnybrook Road, Miami, Florida 33136, USA Page 5/6 GEOFE PRINCIPAL CMR COLLEGE OF ENGG. & TECH. Kandlakoya (V), Medchal Road, Hyderabad-501401. ndlako



counterpart(s) of the "CMR" will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

CL. 14 MISCELLANEOUS

This Agreement and Annexure(s), including those relating to separate requirements imposed and represent the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing signed by both parties. No other document, including any agreement between company and university, shall be deemed to modify any terms of this Agreement unless expressly stated in writing to do so and signed by both parties. Each provision of the Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, this shall not affect any other provision of the Agreement which can be given effect without the conflicting provision or clause. To the extent that there may be any conflict between the terms of this Agreement and of the Annexture, this Agreement shall take precedence. university represents that University has read and understandsthe terms of this Agreement, has had an opportunity to ask any questions and to seek the assistance of legal counsel regarding these terms, and is not relying upon any advice from company in this regard.

This Agreement shall be governed by the law of the State of Telangana: SOT except for its choice of law principles, regardless of where university is located, and any litigation shall be brought in the state court.

a) ASSIGNABILITY

The respective rights and obligations of the Parties under this MOU shall not be assignable.

b) JURISDICTION

The laws of the Telangana Government shall govern the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in a manner prescribed by law as of the Effective Date first written above.

Atlantis University (Florida - USA) Name: Kailash Chintamani

Sign:

Designation: MD & GM, ASIA (BOD) Date: 0 + 1223 CMR College of Engineering and Technology (Telangana - INDIA) Name: Major Dr. V A Narayana Sign:

OF

Designation: PRINCIPALNCIPAL Date: CMR COLLEGE OF ENGG. & TECH. Kandlakoya (V), Medchal Road, Hyderabad-501401.

Atlantis University 1011 Sunnybrook Road, Miami, Florida 33136, USA

Page 6/6