



**MEMORANDUM OF UNDERSTANDING
BETWEEN**



PRAKASAM ENGINEERING COLLEGE, PEC

AND



SUBRAINS SOLUTIONS PVT. LTD.

SuBrains Solutions Private Limited, Operating Address : 54-17-36 ,VaraLakshmi

Nagar, Behind Kaladarshini, Near ITI Bus Stop, Vijayawada - 520008



PRAKASAM ENGINEERING COLLEGE,KANDUKUR(PEC) and SUBRAINS SOLUTIONS Pvt. Ltd. (SUBRAINS) have signed a Memorandum of Understanding (MoU) on SEPTEMBER, 2017 at Hyderabad to design, promote and deliver Customized Training Programs,Projects,Internships,Faculty Development Programs for all branches of PEC.

This MoU is initially for a period of one year and may be extended further with mutual consent. Amendments to the MoU may be proposed at any time but will be valid only after approval by the Council / Executive Committee of both organizations.

The features of the MoU are as under:

- PEC and SUBRAINS will design Training Programs for both PEC and non PEC members.
- PEC and SUBRAINS will jointly promote these programs.
- PEC and SUBRAINS will jointly decide on the pricing strategy for these programs based on the customized needs of the industry.
- PEC and SUBRAINS will price the programs competitively and make them affordable to the industry.
- PEC and SUBRAINS will conduct some of these programs free of cost to both PEC and non PEC members.
- PEC and SUBRAINS will jointly review the progress of these programs and make improvements and changes as required.
- PEC and SUBRAINS will jointly encourage trainees to become members of Computer Society of India, Hyderabad Chapter (PEC)

ADDITIONAL SECTIONS OF THE MOU

1.0 OFFERED TRAINING PROGRAMS

SUBRAINS and PEC will offer the following Training Programs for Colleges and Corporate for current and upcoming students and professionals in India.

NOTE: LIST OF WORKSHOPS AND TRAINING COURSES WILL BE FINALIZED ON DUE CONSENT.

SUBRAINS will be PEC's exclusive partner for the first 12 months of the partnership for these types of training programs and workshops. The partnership terms are to be reviewed and extended at the end of every 12 months.

2.0 PRICING

The cost of the Training programs will be decided prior to the program.

The number of participants to be allowed per program will also be decided prior to the program.

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3.0 REVENUE SHARING

As a part of the partnership, PEC will be paid

- 20% (Twenty percent) of the Net Revenue (Total Revenue – Tax) on every Training Module executed for colleges;
- 20% (Twenty percent) of the Net Revenue (Total Revenue – Tax) on every Corporate Training Module conducted.

If the total workshops revenue increases by 10 lakhs per year, then the Revenue sharing will be in the below process.

- 10% (Ten percent) of the Net Revenue (Total Revenue – Tax) on every Training Module executed for colleges;
- 10% (Ten percent) of the Net Revenue (Total Revenue – Tax) on every Corporate Training Module conducted.

4.0 COST MANAGEMENT

SUBRAINS will bear the costs of:

- Trainers (Internal or External)
- Industry experts who take part in the workshops / programs
- Training Material
- Cost for online and / or paper examinations
- Food
- Marketing Costs

PEC will bear the costs of:

- Rented Hardware and Software
- Tea and Snacks
- Certificates
- Resources to manage logistics and oversight
- Communication with prospective participants

PEC will provide:

- It's infrastructure for workshops being conducted including premises, computers, internet and other available software(s).
- Power with air-conditioning as well available.
- It's resources for helping with the workshops as well.
- PEC should provide a SPOC for daily communication.

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- Before each workshop is scheduled, SUBRAINS and PEC will jointly estimate and decide the costs. Any exceptions to this estimate will have to be jointly approved.

5.0 PROJECTS AND TRAINING MATERIAL

- SUBRAINS will create training material in-house. Wherever required, SUBRAINS will license the training material from relevant parties.
- SUBRAINS will distribute all training material as hard copies to trainees with limited rights to use them. These rights will be detailed along with the training material.
- PEC will not be authorized to use this training material for conducting any other training programs either individually or with the help of third parties.
- SUBRAINS will also mention a section on their website for workshop participants to download templates and checklists for their personal use.

6.0 TRAINING PERSONNEL

SUBRAINS will bring in relevant training personnel as required.

As a part of the training, SUBRAINS will bring in additional industry experts to speak in between the workshops. If required the cost of this will be borne by SUBRAINS

7.0 MARKETING PROCESS

PEC and SUBRAINS will decide the Marketing plan once the Training Module is planned.

PEC and SUBRAINS should conduct weekly reviews on the Marketing & Sales of this module.

PEC will share its member information with SUBRAINS and both will jointly create marketing material and market these training programs and modules.

The overall marketing plan will include

- Current members and contacts of PEC and SUBRAINS.
- All branches of PEC
- Clients and contacts of SUBRAINS and PEC.
- Marketing through (but not limited to)
- Internet
- Emails
- Telephones
- News Papers

8.0 SALES PROCESS

Funds will be conducted in the name of 'PRAKASAM ENGINEERING COLLEGE'.

PEC will pay SUBRAINS 40% of the funds collected, before the start of each Module to cover costs.

A financial reconciliation will be done at the end of each training program to settle accounts. The balance (40 % or 45% depending on the type of training module) will be paid to SUBRAINS at this time.

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A participant will only be allowed to attend a Module if the payment has been received on the date or before the Module starts. In exceptional cases, SUBRAINS and PEC jointly can allow participants to attend the program without the payment at its discretion.

9.0 MODULE EVALUATION METHODOLOGY

At the end of each Module an evaluation form will be provided to each participant to provide feedback on the same.

The consolidated information will be jointly reviewed by PEC and SUBRAINS to define improvement action items for the next Modules.

10.0 NON DISCLOSURE AGREEMENT

Both PEC and SUBRAINS will sign a Non Disclosure Agreement stating that each will not disclose proprietary, sensitive or confidential information of the other in public or private.

Authorized Signatures:



K.SAKETH REDDY



K. RAMAIAH