



FUSION
TECHNOLOGIES
Qualifying Quality

Date: 18.06.2012

Memorandum of Understanding

Section 1.0

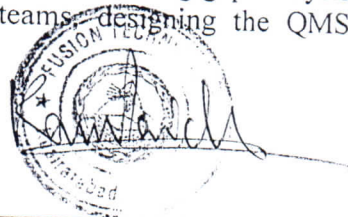
This Memorandum of Understanding is entered between Fusion Technologies operating from Building: 115-10-13/A, East Maredpalli, Secunderabd, Andhra Pradesh, INDIA – 500026, represented by V. Ramu Naidu, Managing partner with M/S CMR Technical Campus (CMRTC), Kandlakoya (V), Medchal Road, Hyderabad. AP - 501401

The Memorandum of Understanding is intended for possible collaboration between Fusion Technologies and CMRTC to work together on the areas mentioned below in section 2.0 “from point 2.1 through 2.6” against the terms and conditions outlined in section 3.0 “from point no 3.1 through 3.15”.

Section 2.0

Areas of collaboration between Fusion Technologies and CMRTC:

- 2.1 Domains: Computer Science Engineering and Electronics and Communication: Software Development and Application maintenance in the technologies comprising: Microsoft Dot Net, J2EE, Mobile application development based on Android, i-phone, i-pad. Design and maintaining of customer built applications. Software testing and conducting gap audits and developing specifications for application enhancements. Training and consulting in administering LAN, WAN, conducting vulnerability assessment, penetration testing, ethical hacking services to detect the threats and associated vulnerabilities.
- 2.2 Domains: Mechanical Engineering: Mechanical Engineering design and simulations using CAD, FEM, developing BOM, filed validations, machinate testing materials. Metallographic analysis, determination of material mechanical properties, heat treatment recommendation, vibration simulation. Analysis of kinematic structures.
- 2.3 Domains: Mechanical Engineering, Computer Science Engineering and Electronics and Communication: Consulting services pertaining to implementation Quality management Systems (QMS) inline with of ISO 9001: 2008 in all industry verticals namely, manufacturing sector, Software sector and service sector. The activities shall include conducting gap analysis, developing quality roadmap, training internal teams, designing the QMS,

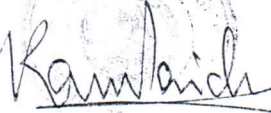


assisting in implementation all departments, conducting internal audits and facilitating external audits towards certification.

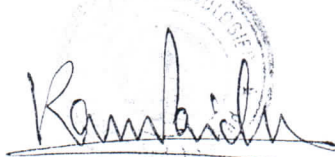
- 2.4 Domains: Mechanical Engineering, Computer Science Engineering and Electronics and Communication Consulting Services pertaining to implementation of Information security management systems (ISMS) inline with ISO 27001:2005, covering design ISMS, risk assessment, Business Continuity management (BCP), training internal teams, implementation in all relevant functional areas, internal audits and facilitating external certification.
- 2.5 Domains: Computer Science Engineering and Electronics and Communication Consulting services pertaining to implementation of Capability Maturity Model (CMMI V 1.3) in software sector. Services shall include, conducting basic awareness to advanced implementation program, designing the CMMI compliant systems, implementation of the system, conducting internal audits, facilitating external appraisals.
- 2.6 Domain: Civil Engineering: Consulting services pertaining to implementation Construction safety management in line with OHSAS 18001, Environmental management Systems (EMS) inline with of ISO 14001:2004 in manufacturing sector. The activities shall include conducting gap analysis, developing EMS roadmap, training internal teams, designing the EMS, assisting in implementation all departments, conducting internal audits and facilitating external audits towards certification.
- 2.7 Domain: Mechanical Engineering, Civil Engineering and Computer Science Engineering: Training and consulting services pertaining to project management based on the "project management body of knowledge" (PMBOK edition 4 of Project Management Institute, USA) leading towards foundation for PMP certification, training on Microsoft Project management tool MSP 2007/2010.

Section 3.0 Terms and Conditions of the Memorandum of Understanding

- 3.1 Fusion Technologies shall leverage the expertise of resource personnel of CMRTC in various areas outlined in Section 2.0 in front-ending the sales / lead generation and CMRTC shall provide competent resources in executing the contract. On Need basis competent individuals will visit Fusion Technologies or its clients in providing technical presentations.
- 3.2 All the proposals shall be submitted by Fusion Technologies as mutually agreed with CMRTC on a case to case basis where the scope of work, commercial terms and conditions shall be clearly stated and is wetted by both parties by the authorised signatories and proposal will be submitted to the client by Fusion Technologies.




- 3.3 All the invoices shall be raised by Fusion technologies as mutually agreed and on receipt of the consideration from the respective parties Fusion Technologies will pay the CMRTC within one week with detailed breakup.
- 3.4 As a part of the MOU Fusion Technologies and CMRTC shall extend full support in providing the necessary marketing presentation, informative materials, and references from existing clients to facilitate better marketing.
- 3.6 This MOU shall not restrict Fusion Technologies or CMRTC in any way for the current business streams conducted by both or bind them selves on any of the contracts being handled independently.
- 3.7 The MOU can be terminated on either side with a notice period of one month on either side subject to satisfactory closure all such commercial contracts entered by both companies together.
- 3.8. As part of the MOU Fusion Technologies and CMRTC shall not enter into any liability based contracts, the clause to be included in all the contracts sent jointly.
- 3.9. The commercial terms shall be treated in good sprit and shall help both Fusion Technologies and CMRTC to enhance their market presence and no way compensate for any financial loss incurred by any of them in conducting the business.
- 3.11 Any disputes shall be arbitrated through negotiations. The MOU does not restrict either of the companies in entering any collaboration agreements with other companies as part of business strategy subject to the liability clause mentioned in point no 3.10.
- 3.13 In the event of any acquisitions or merger of Fusion Technologies shall be communicated in advance and course of action to be determined by both parties in the interest of the client.
- 3.14. Any commercial investments to be made as part of executing the contracts shall be agreed before accepting the contract and on case to case basis such costs need to be absorbed.
- 3.15 The costing for various programs shall be agreed in mutual consultation and the estimations will be provide by Fusion Technologies the course development Expenses of CMRTC and any other expenses that need to be absorbed are agreed before sending a proposal to the customer.
- 3.16. Both parties shall agree to abide by the confidentiality clause in dealing with the sensitive information such as propitiatory training materials, client data etc... And in no case it is supposed to be transmitted to any other parties who are not part of the MOU. The legal Copy rights of all the training materials shall be with Fusion Technologies.



A handwritten signature in black ink, appearing to read 'Ramakrishna', is written over a faint circular stamp. The signature is fluid and cursive.

Section 4:

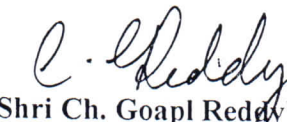
Acceptance of the MOU

The above terms and conditions are acceptable to **Fusion Technologies**


(V. Ramu Naidu)
Managing Partner

Place: Hyderabad, Dated: 18-June-2012

The above terms and conditions are acceptable to **CMRTC**


(Shri Ch. Goapl Reddy)
Chairman

Place: Hyderabad, Dated: 18-June-2012

MEMORANDUM OF UNDERSTANDING (MoU)

This agreement is made between **CMR Group of Institutions** (hereinafter referred to as **Organizer**), located at Kandlakoya (V), Medchal (M), Hyderabad – 501401 and **International School of Engineering** (hereinafter referred to as **INSOFE**), having its office at Prithvi House, 2-56/2/19, Khanamet, Madhapur, Hyderabad - 500081.

The above mentioned parties hereby mutually agree to the below terms and conditions:

1. The MoU is valid from 1st of July, 2012 to the 30th of June, 2013.
2. During the MoU period INSOFE will conduct a 2-Day White Belt Program (WBP) for a duration of 16 hours and a 3-Day Green Belt Program (GBP) for a duration of 24 hours, totalling 40 hours.
3. All the participants shall register with the Organizer for attending WBP and GBP.
4. INSOFE will charge the Organizer Rs. 1,50,000 + 12.36% Service Tax for the WBP program.
5. The maximum number of students allowed for WBP is 300.
6. After the completion of WBP, students will have to take an online examination and upon attaining a minimum of 50% in this examination, students will be awarded INSOFE's White Belt Certificate. Students who fail in their first attempt can take the exam again after 30 days by paying Rs. 1500/- to INSOFE.
7. Students who score a minimum of 75% in the online examination of WBP will be eligible to apply for GBP.
8. INSOFE will directly charge students Rs. 3,000 per student for the GBP program, which also includes one attempt at the online entrance exam. Students who fail in their first attempt can take the exam after 30 days by paying Rs. 1500 to INSOFE.
9. Upon attaining a minimum of 50% in the online examination of GBP, students will be awarded INSOFE's Green Belt Certificate.
10. INSOFE will bear all travel expenses of the mentors for conducting WBP and GBP programs.
11. Organizer will provide a seminar hall with a capacity of 300 members, two cordless microphones, 1 LCD Projector, Internet connection and 2 Organizer volunteers to support INSOFE in conducting the programs.

D. K. V. K.

C. K. Reddy

