

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made at Hyderabad on this 27th day of October 2022,

BY and BETWEEN

MassMutual Global Business Services India LLP (MassMutual India), having its registered office at 7th Floor, BSR IT SEZ, Serilingampally Mandal, Nanakramguda Village, Ranga Reddy, Telangana 500008 and represented by its authorized representative of the **One Part**,

AND

Telangana Social Welfare Residential Educational Institutions Society ("**TSWREIS**") a grant-in-aid society incorporated under the Ministry of Schedule Caste Development Department (SCDD), Government of Telangana having its registered office at 10-4-771/294, Telangana Social Welfare Residential Educational Institutions Society (TSWREIS), Owaisi Pura, DSS Bhavan, Masab Tank, Opp Chacha Nehru Park, Hyderabad 500028 acting through its authorized representative which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the **Other Part**.

MassMutual India and **TSWREIS** are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS

- a) MassMutual India is a Global capability center of its ultimate parent Massachusetts Mutual Life Insurance Company ("MMLIC") in the business of rendering Information Technology and Information Technology Enabled Services to its parent ("MMLIC") and affiliate organizations.
- b) Telangana Social Welfare Residential Educational Institutions Society (TSWREIS) is running 268 residential educational institutions (from 5th standard to Undergraduate level), catering to the dire educational needs of the marginalized children especially Scheduled Caste (SC) children hailing from the remote rural areas of Telangana. The vision is to build extraordinary educational institutions to provide high quality, holistic and value-based education to the needy and deprived children on par with the other advantaged children. Among the 268 institutions, thirty (30) are undergraduate colleges (Telangana Social Welfare Residential Degree Colleges, TSWRDC) exclusively for women that offer courses in Science, Arts, Management and Commerce, Law and Pharmacy.
- c) The Parties hereby after mutual discussions have decided to enter into this MOU and thus, have decided to record the understanding reached between them as more particularly described hereunder in this MOU

The parties hereby agree to the following:

1. PURPOSE

1. To develop academic and educational Co-operation and encourage knowledge dissemination between the two parties.
2. MassMutual India considering the request of TSWREIS intend to provide internship opportunities to graduates studying/studied in colleges under the governance of TSWREIS.
3. TSWREIS shall provide a list of students with good conduct to MassMutual India for the purpose of providing internship in their respective disciplines.
4. Parties understand that there is no employer and employee relationship, and the selected interns will be provided an offer of internship which shall be duly signed and returned to MassMutual India and the period of internship is **three (03)** months.

2. CONSIDERATION

During the internship tenure MassMutual India shall pay the interns a monthly stipend ranging between INR 10,000 and 25,000 according to their respective discipline of internship. In addition to the above Mass Mutual India may support TSWREIS with requested hardware and software licenses at the discretion of MassMutual India.

3. Obligations of MassMutual India

1. To expose interns to the corporate culture.
2. To assist interns in their training needs and provide "on the job training" as necessary.
3. To provide access to the facility and necessary infrastructure.
4. To issue internship offer letter to the selected interns and pay stipend as agreed under Sec 2 of the MOU.
5. To provide internship certificate and recommendation at end of the tenure.

4. Obligations of TSWREIS:

1. Provide list of the students to MassMutual India with good conduct from TSWREIS to participate in the internship program.
2. To appoint a point of contact who can liaison with MassMutual India through the internship period
3. To facilitate any relevant action as requested by MassMutual India as a governing body of the interns.
4. To ensure that interns comply with MassMutual India policies applicable to them.

5. Term and Termination:

The term of this MOU Term") shall continue and be effective for the period i.e., commencing from **01 November 2022** ("Commencement Date") and expire on **31 October 2024**.

5a. Termination for Convenience. In addition to any other right of parties to terminate as agreed to by the Parties in writing, either Party may terminate this MOU for any reason with thirty (30) days prior written notice to other Party.

5b. Termination for Cause. Either Party may terminate this MOU upon written notice in the event of a material breach by the other Party if such other Party has not remedied such breach within thirty (30) days of its receipt of written notice from the other Party of such breach or immediately upon written notice if such breach is not curable.

5c. Effect of Termination. Termination of this MOU pursuant to this Section shall not affect the termination of the MOU unless the MOU is expressly terminated as well.

6. CONFIDENTIALITY:

Any information obtained by either Party ("**Receiving Party**") in connection with this MOU, together with all documents, analyses, compilations, studies or other documents or records prepared by any of the Parties from other Party ("**Disclosing Party**") hereto or their respective directors, officers, employees, agents, or representatives, including professional advisers and consultants shall be referred to as "**Confidential Information**".

Receiving Party agrees that it shall, and shall cause its directors, officers, employees, agents, or representatives, including professional advisers and consultants to be aware of the confidential nature of the Confidential Information and not to disclose, publish, communicate, divulge, or use all or any portion of the Confidential Information, other than as contemplated hereby, provided that, the Receiving Party may disclose the Confidential Information

1. which when disclosed is in the rightful possession of the Receiving Party and is subject to no confidentiality obligation.
2. which is in the public domain (other than as a result of a breach hereof)

3. which is independently developed by the Receiving Party, or acquired from a third party which is not subject to a confidentiality obligation with respect thereto; and/or
4. Which is required to be disclosed by any government authorities with jurisdiction over the either Party, or as may be required in accordance with applicable law, provided it has obtained the prior written approval of the Disclosing Party.

7. ARBITRATION

If any dispute arises between the parties out of or in connection with the MOU whether in the nature of interpretation or meaning of any term hereof or as to any claim by one against the other, or otherwise the same shall be referred to arbitration of a common arbitrator if agreed upon, otherwise to two arbitrators one to be appointed by each party hereto and the arbitration shall be governed by the Arbitration and Conciliation Act, 1996.

8. Amendments

Any amendments to this MOU must be in writing and signed between the Parties.

9. Notices

Any notice shall be deemed given on the day of mailing or, if notice is by telegram, e-mail, or fax, on the next day following the day notice is deposited with the telegraph company for transmission or e-mailed or faxed.

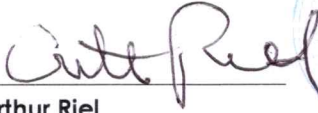


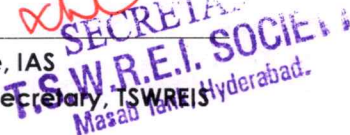



<u>Address for Notices:</u>	
If to MassMutual India	If to TSWREIS
Attention: Madhurima Nandimandalam Manager-Legal Mnandimandalam24@massmutual.com 7th Floor, Block 1, BSR IT SEZ Nanakramguda Village, Serilingampally Mandal Telangana, Hyderabad 500008,	Attention :Dr A S N Pavani 10-4-771/294, Telangana Social Welfare Residential Educational Institutions Society (TSWREIS), Owaisi Pura, DSS Bhavan, Masab Tank, Opp Chacha Nehru Park, Telangana, Hyderabad 500028

10. Governing Law

This MOU shall be interpreted in accordance with the laws of the State of Telangana without regard to its principles of conflicts of laws. Jurisdiction and venue shall be solely within the State of Telangana

IN WITNESS WHEREOF the Parties have duly executed this MOU on the date first written above.

Signed and delivered by

<p>For MASSMUTUAL GLOBAL BUSINESS SERVICES INDIA LLP</p> <p> Arthur Riel Designation: Head of Operations Technology & Global Capabilities</p> <p></p>	<p>For Telangana Social Welfare Residential Educational Institutions Society and</p> <p> D. Ronald Rose, IAS Designation: Secretary, T.S.W.R.E.I.S</p> <p></p>
<p>WITNESS: Name: Ravi Tangirala Address: Signature: </p>	<p>Name: Address: Signature:  </p>