NARSIMHA REDDY ENGINEERING COLLEGE

Global Navigators
Overseas Education Consultants
World of Opportunities Open For You
GNOE Consulting Pvt Ltd

Memorandum of Understanding

Between

NARSIMHA REDDY ENGINEERING COLLGE (NRCM)

Hyderabad, India

And

GLOBAL NAVIGATORS OVERSEAS EDUCATION CONSULTANTS (GNOEC)

Hyderabad, India

Institutional Agreement Document

This Agreement is made this the **28th day of April, 2026,** by and between:

NARSIMHA REDDY ENGINEERING COLLGE, a premier **UGC-Autonomous** institution of higher education, and is affiliated to **JNTU** Hyderabad**,** located at Maisammaguda, Kompally, Medchal, Hyderabad, Telangana 500100 (Here in after referred to as "NRCM", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such agreement) OF THE FIRST PART / FIRST PARTY through **Mr. J. Trishul Reddy (General Secretary)** who is duly authorized to represent **NRCM.**

AND

GNOE CONSULTING PVT LTD (Alias: GLOBAL NAVIGATORS OVERSEAS EDUCATION CONSULTANTS) a company incorporate under Companies Act 1956 having its registered office at #HIG-A19, 3rd Floor, Sriman Arcade, above Karur Vysya bank, Reliance Trends Road, A. S. Rao Nagar, Hyderabad, Telangana 500062 (here in after referred to as "**GNOEC**"**,** which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such agreement) OF THE SECOND PART / SECOND PARTY **Mr. M. Rajashaker Reddy (Founder & Managing Director)** who is duly authorized to represent **GNOEC.**

WHEREAS, NRCM desires to impart special support services and training to enhance the skill sets and effectiveness of Study Abroad aspirants. Further, NRCM desires to enable them to secure acceptance into Universities/Colleges by equipping them with the necessary skill sets to achieve the desired test scores in the IELTS, PTE & TOEFL. Furthermore, NRCM also desires to facilitate the training, counseling and guidance of the students to meet the prerequisites and criteria for attaining admission into the dream international university.

AND WHEREAS, GNOEC has past experience in their subject area for taking Career Counseling, Admissions Support, Visa Assistance, Travel Accommodation, Loan Assistance, test-prep classes for the IELTS, PTE & TOEFL and such expert faculty members of GNOEC, through proprietary information and technical know-how, which it either owns or has exclusive ancestors, has been coaching Students in facilitating them to develop the necessary skill sets required to make the best attempt at achieving the required test scores in IELTS PTE & TOEFL and help students to secure international university admissions.

AND WHEREAS, the NRCM and GNOEC has expressed its desire to engage the latter as a consultant and official Study Abroad partner on behalf of and at best of its applicant Students.

Now, thereof, in witness of the understanding here in above and mutual covenants hereinafter the parties agree as follows:

1. TERM:

This Agreement shall be effective upon full execution of this Agreement and continue for a period of **Three Years** from the date of its execution. The Agreement may be extended by written agreement signed by both parties. Any written agreements altering the term and/or conditions of this agreement must be reviewed and approved in advance by both parties. The term of this agreement shall be applicable to each applicant student, *mutatis mutandis* during the term of such course that the said applicant has enrolled for.

The Obligations of GNOEC and NRCM are mentioned In Annexure-I and Annexure-II respectively.

2. INTELLECTUAL PROPERTY RIGHTS

2.1. OWNERSHIP - All trademarks, copyrights, logos, brand names, goodwill, and proprietary rights belong to the respective owners as stated in the materials.

3. CONFIDENTIALITY:

3.1. NRCM undertakes to keep the provisions of this MoU, the negotiations leading to this Agreement, as well as the Program Fee confidential.

3.2. GNOEC undertakes to keep all information collected or collated from the Students confidential.

4. ANTI-POACHING:

During the term of this Agreement, NRCM shall not, without the prior written consent of GNOEC, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by GNOEC, including the Counselors, Teachers, Presenter deputed by GNOEC in pursuance of the Program. This Clause shall survive the Termination and or Expiry of this Agreement.

5. TERMINATION:

5.1. This Agreement may be terminated with cause, by either Party upon One (1) month's written notice Sent by the authorized representative of either Party.

6. INDEMNIFICATION:

6.1. In the event either Party to this Agreement terminates this Agreement after the commencement of the Program, the Party terminating the Agreement shall defend, identify and hold the other Party, its officers, officials, employees, teachers, affiliating board, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or commissions of the terminating Party, in performance of this Agreement.

6.2. NRCM, on behalf and at the behest of its applicant Students, shall defend, indemnify and hold GNOEC, its officers, officials, employees and Teachers deputed by it, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the NRCM in performance of this Agreement, except for any claim or legal action arising from the any infringement or violation of any intellectual property rights in the works and materials used by GNOEC.

6.3. Any damage to furniture or other such articles of the NRCM, if caused by the Students of this Program shall be regulated in terms of the NRCM policy as applicable to their Students and GNOEC shall neither be responsible nor will indemnify the NRCM on any such grounds.

7. GENERAL COVENANTS

7.1 NOTICES - Subject to the requirement of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered;(ii) sent by Registered Post with Acknowledgment, with postage prepaid; or (iii) original signed document scanned and emailed (with a confirmation copy mailed no later than the day after transmission) to the parties

Addresses as set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof.

7.2. APPLICABLE LAW AND JURISDICTION - This Agreement shall be interpreted in accordance with the laws of India. Not with standing anything contained anywhere in this Agreement, GNOEC has the right to approach the Courts of competent Jurisdiction seeking injunctive relief against any infringement or violation of intellectual property rights and other proprietary works by the Students, the NRCM, or any other person. Likewise, NRCM also has the right to approach the Courts of competent Jurisdiction seeking injunctive relief against any infringement or violation of intellectual property rights and other proprietary works by the employees of GNOEC provided any such information was shared with them.

7.3 DISPUTE RESOLUTION – Any dispute or difference arising out of or in connection with or relating to the present Agreement shall be referred to and settled by an independent Sole Arbitrator to be appointed with mutual consent. The arbitration shall be held under the Arbitration and Conciliation Act, 1996 and any statutory modifications thereto. The Seat of the Arbitration shall be New Delhi. The language of the arbitral proceedings shall be English.

7.4 ENTIRETY OF AGREEMENT - This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous written and oral agreements, proposals, negotiations, understandings, and representations pertaining to the subject matter hereof.

7.5. AMENDMENTS - No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by a duly authorized representative of both Parties of this Agreement.

7.6 SEVERABILITY - Should any portion of this agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

7.7 FORCE MAJEURE - Any delay or failure in the performance by either Party here under shall be excused and rexonerated if and to the extent that such non-performance is caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable, including acts of God, fires, floods, explosions, riots, civil strife, wars, hurricane, sabotage, terrorism, restraint of government, governmental acts, injunctions, labor strikes, other than those of the Parties to this Agreement, that either Party to this agreement from performing its obligations under this Agreement, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be signed by their duty authorized officers as of the indicated below and to be effective as of the day and year first above written.

AGREED, ACCEPTED AND EXECUTED AT: NARSIMHA REDDY ENGINEERING COLLEGE
Maisammaguda, Kompally,
Medchal, Hyderabad, Telangana 500100

For and on behalf of NRCM

PRINCIPAL
NARSIMHA REDDY ENGINEERING COLLEGE
UGC AUTONOMOUS
Sy.No. 518, Maisammaguda (V), Dhulapally (P)
Medchal (M & Dist.), Hyderabad-500100. T.S

For GNOE CONSULTING PRIVATE LIMITED
M. Reddy
Director

For and on behalf of GNOEC

WITNESSES: Dr. M. Shoban

Training & Placement Officer
NARSIMHA REDDY ENGINEERING COLLEGE
UGC AUTONOMOUS
Sy.No. 518, Maisammaguda (V), Dhulapally (P),
Medchal (M & Dist.), Hyderabad-500100.

WITNESSES:

GNOE CONSULTING PRIVATE LIMITED HYDERABAD

NARSIMHA REDDY ENGINEERING COLLEGE

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Annexure-I

OBLIGATIONS OF GNOEC:

1. Reputed overseas University delegate visit and also Host Education Fairs at NRCM campus

GNOEC shall host foreign and Indian university fairs in Hyderabad in a year, as a study abroad partner to NRCM, GNOEC can provision for university delegate visits to the NRCM campus and help students meeting the university delegate on-campus and also plans to host Inhouse Education fair at NRCM Campus. However this will be subject to availability and schedule of the university delegate during their visit to India.

2. Extended and Exclusive benefits to NRCM students

Special Institutional Discounted Price - Any student of NRCM Campus, who is willing to take a TOEFL, PTE or IELTS or admission counseling services program through our MoU promotion will be getting the following commercial benefits:

Test Preparation	Cost	Special Price For NRCM
Product	Retail Price (INR)	Institutional Price (INR)*
TOEFL	12,000	Free
IELTS	12,000	Free
PTE	12,000	Free

Admission Counseling Services to all destination countries	Cost	Special Price For NRCM
Product	Retail Price (INR)	Institutional Price (INR)*
Processing Fee - USA	25,000	Free
Processing Fee - EUROPE	15,000	Free
Processing Fee - AUSTRALIA	15,000	Free
Processing Fee - CANADA	15,000	Free
Processing Fee – NEWZEALAND	15,000	Free
Processing Fee - UK	NIL	Free
Application Fee Waiver for Partner Institutions*	As applicable	Waiver shall be provided
SOP	5,000	3,000*

*In case of any change in Retail Prices, the Special price for NRCM will also change by the same percentage.
Taxes as applicable as per Govt. Of India.
*SOP will be directly paid to the respective tutor account. Tutor prepares the SOP as per the university requirement without plagiarism.

Courseware will be provided as per pedagogy and may change from time to time. Any suggested changes will be applicable accordingly.

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Additional Value-Added benefits exclusive to the students of NRCM Campus, as follows:

Additional Partner Universities Application Process: Application processing for 2 additional universities at no extra cost (7 universities as against 5 Universities).

Extra Doubt Clearing Sessions: FREE 4 Hours of Doubt Clearing Sessions by trainers, exclusively for the NRCM students

- ***In Total Additional Value Services Benefits to NRCM Students Worth 30,000/-***

3. The above benefits can be obtained by any student of NRCM, either by taking In-Campus training at your college (FOR HOSTELERS), or at the time of registration desk, student can nominate himself to pick any of options like at college campus or GNOEC Office, where he can avail the classes and its benefits.

4. **Royality to NRCM:** GNOEC shall pay the Royality (With mutually agreed amount) per student who has processed the application with GNOEC, secured VISA and enrolled at the respective university. The same shall be processed every intake once the semester completion and final list of students statements we receive from the respective university country wise.

Annexure II

OBLIGATIONS OF NRCM:

1. **Exclusivity in NRCM Campus as Official Study abroad partner:**

GNOEC shall be deputed as exclusive study abroad partners within the NRCM College Campus for catering to all study abroad aspirants of NRCM campus (Counseling and Training. As study abroad partners, GNOEC can formally cater to students and their enquiries who wish to take specialized counseling and training for IELTS & TOEFL programs on-campus or off-campus. As part of this agreement NRCM agrees to restrict any other Study Abroad Company or similar Industry players (Test Preparation or Admission Counseling Services) access or promotion to NRCM students inside the NRCM campus during the period of this agreement.

2. **Help desk & Seminars in the NRCM Campus**

GNOEC shall be given a space to setup Help Desk at NRCM campus and access to interact with different departments and sections of 3rd and 4th year students through Informative career building Sessions and specialized Study Abroad sessions through Expert seminars. Help Desk is to interact with NRCM students who are willing to study abroad and build their international careers.

3. **Study abroad Service Cell in the Campus:**

GNOEC to have a dedicated in-house information desk for counseling NRCM students manned by a skilled GNOEC resource on specific Days to assist and help all such students who want to seek assistance on Overseas University Admissions counseling services and test preparation. NRCM and GNOEC can freeze a mutually agreed date / days in a month to arrange for such a counseling / information desk/University delegate meeting.

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4. Participation in college Events

GNOEC is willing to participate student specific events, seminars and activities as suggested by the NRCM management. NRCM shall provide details of the events open in the beginning of each semester and an acknowledgement for the same will be given by GNOEC.

5. **Co-branding** inside the campus– dedicated at strategic locations e.g. Canteen, Entrance, Notice Boards etc;

6. NRCM to provision an in campus drive or provide data of all passed out (not placed) students who can be consulted or contacted by our admission services department who are looking for overseas University placements in MS & MBA abroad.

7. Event Participation Technical/ cultural and Annual Fest

8. SPOC – NRCM would appoint a single point of contact (SPOC)/coordinator to coordinate with Global Navigators for all their operational and administrative requirements.

This Memorandum of Understanding ("MoU") is entered into this **28th April 2026** at Hyderabad by and between the parties:

First Party:

Signed and delivered for and on behalf of the First Party

Name: Mr. J. Trishul Reddy
Designation: General Secretary

Signatures:

Date: 28-April-2026

Second Party:

Signed and delivered for and on behalf of the Second Party

Name: Mr. M. Rajashaker Reddy
Designation: Founder & Managing Director

For GNOE CONSULTING PRIVATE LIMITED
M. Reddy
Director

Signatures:

Date: 28-April-2026