



MEMORANDUM OF UNDERSTANDING

(Free and Non-Commercial MOU on Academic and Research Collaboration)

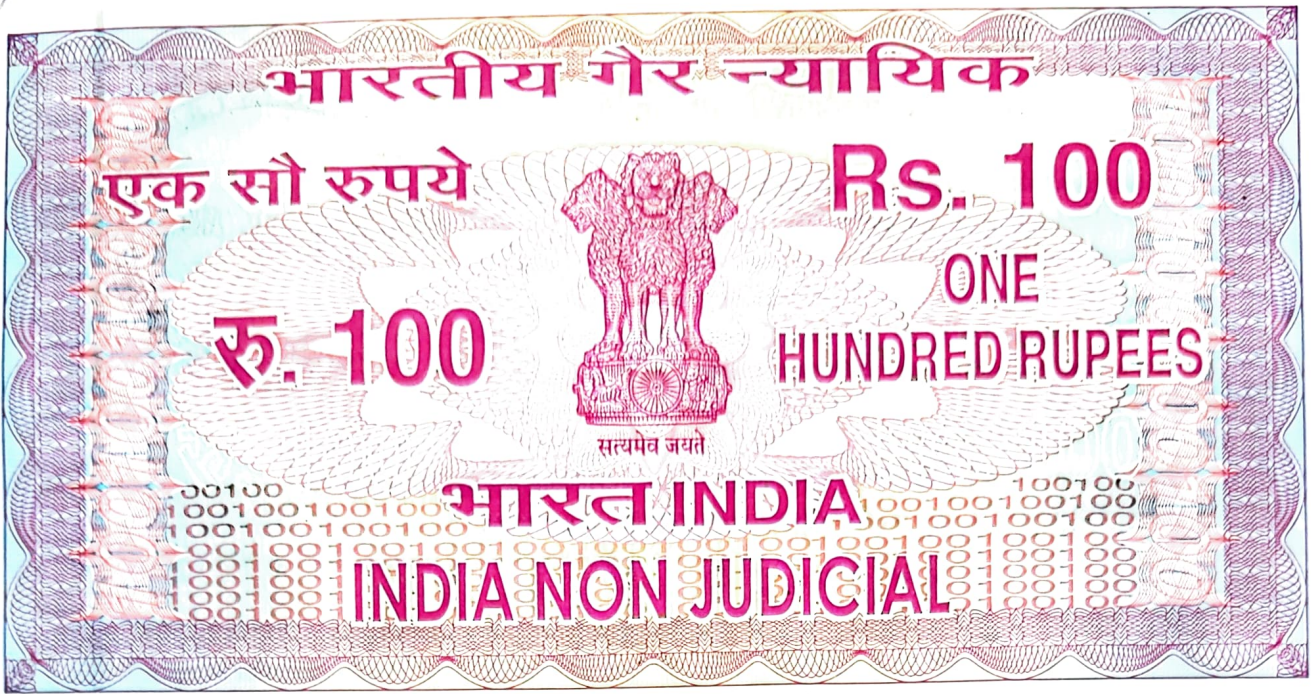
Between

T-Works Foundation

And

**J. B. Institute of Engineering and Technology
(UGC Autonomous)**

26 November 2025



తెలంగాణ తెలంగాణ TELANGANA

BT 051407

Tran Id: 251124193429761555
Date: 24 NOV 2025, 07:37 PM
Purchased By:
J.V. KRISHNA RAO
S/o J BHASKAR RAO
R/o JBIT, MOINABAD, R.R. DIST
For Whom
SELF AND OTHERS -

SHANKER SINGH
LICENSED STAMP VENDOR
Lic. No. 16-10-004/1992
Ren.No. 16-10-021/2023
H.No.13-6-431/C/53, Moghal
Nagar, Near Langer House,
Hyderabad, T.S.
Ph 9989245463

MEMORANDUM OF UNDERSTANDING

(Free and Non-Commercial MOU on Academic and Research Collaboration)


This Memorandum of Understanding (hereinafter referred to as “MOU”) is effective from 26th day of November 2025


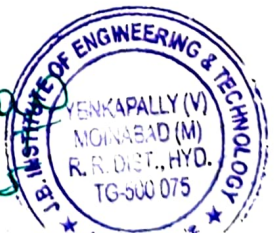
By and between:

T-WORKS FOUNDATION, a company incorporated under the provision of Companies Act, 2013, represented by Mr. Joginder Tanikella, CEO, and having its corporate office at Plot 1/D, 1/E, 1/F, Survey no. 83/1, Raidurgam, Ranga Reddy District, Hyderabad – 500081, Telangana, and its affiliates and subsidiaries (hereinafter referred to as “T-Works” which expression, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the **FIRST PART**.

AND

J.B. Institute of Engineering & Technology (JBIET), (hereinafter referred to as “JBIET”) an institution founded as per laws of India, having its registered office at Survey No. 156 to 162, Bhaskar Nagar, Moinabad Mandal, R.R. District, Hyderabad, Telangana, India- 500075, represented by Dr. P. C. Krishnamachary, Principal, JBIET (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) of the **SECOND PART**.


26/11/25


26/11/2025


“Party” shall mean either T-Works or JBIET and “Parties” shall mean both Parties together.

WHEREAS, T-Works Foundation is India's largest prototyping centre, set up by the Government of Telangana and as a Manufacturing Knowledge Partner, works to encourage Startups and MSMEs in various sectors such as Electronics, Aerospace, Defence, Agriculture, Health, Environment and Textiles. As a manufacturing incubator, we support rural and urban entrepreneurs, from all sections of society, to bring their ideas to life by creating physical prototypes and designs for manufacturing as well as facilitating them with manufacturing education/skilling, product manufacturing, MSME schemes and market access.

JBiet is involved providing quality professional education and meeting the rising expectations of young students in Telangana. JBIET has been striving to achieve the objective of pursuit of excellence in the fields of Engineering, Management and Information Technology.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this MOU, the parties agree as follows:

1. Objectives:

T-Works Foundation and JBIET are entering into this Memorandum of Understanding for the following main areas of collaboration:

T-Works Foundation Objectives:


- a) Optimize and enhance available infrastructure to create a shared network accessible to both industry and educational institutions.
- b) Develop and deliver events, workshops, seminars and programs to develop capabilities and solve industry and policy solutions.
- c) Accelerate translation of research into industrial solutions by co-managing Lab to Market projects and capstone projects with guidance of Industry experts.
- d) Facilitate skilled personnel for Internships and placement opportunities across leading Industry and academic institutions
- e) Maker space, Innovation Labs, Entrepreneur Cells and Innovation cell strategic co-development to translate industry.
- f) **Joint Collaboration:** Shall engage in the Joint activities with T-Works to conduct events, workshops, or seminars, Joint prototyping programs and other innovation-driven initiatives that align with the academic and industry interests.
- g) **Facility Visits & Guidance:** shall facilitate visits to T-Works, providing guidance.

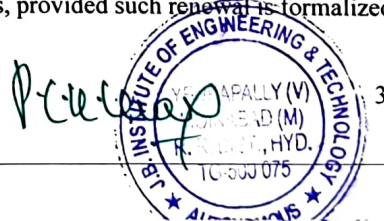
JBiet Objectives:

- a) Collaborate on Funded industry projects to support today's pressing opportunities
- b) Provide Career pathways for students through skilled internships, placements and entrepreneurial support for startups.
- c) Gain research-to-market exposure & recognition.
- d) Global relevance through industry-driven innovation, ideas and hackathons.
- e) Co-Teaching / Course Delivery.

2. Term and Termination:

- 2.1 This MoU shall be valid for the period of 5 years, commencing on the date this MoU is signed by the Parties. Term can be renewed upon mutual agreement of the Parties, provided such renewal is formalized

 26/11/25



through a written document signed by both Parties prior to the expiration of the initial term.

- 2.2 Any Party may terminate this MoU at any time upon providing Fourteen (14) days' written notice of termination. Any Party may terminate this MoU immediately upon the material breach of any clause by any Party. Both parties should complete their respective obligations in ongoing programs before the termination can take effect.

3 Commercial:

The commercials, including but not limited to pricing, payment schedules, and other financial terms, shall be determined on a case-by-case basis and will be specifically outlined in a Scope of Work (hereinafter referred to as "SOW"). Each project shall be subject to a separate Scope of Work detailing the specific terms and conditions, and the SOW shall form an integral part of this MoU for each respective project. All terms and conditions related to the commercials for each individual project shall be negotiated and agreed upon by the parties prior to the commencement of any work under the relevant SOW.

For clarity, this MoU does not, in itself, create any binding commercial obligations between the parties. The parties agree that the commercial terms for each project shall be binding as set forth in the respective SOW and shall govern the financial obligations and commitments for that project.

4 Independent Contractor Relationship:

The Parties acknowledge their relationship is solely that of independent contractors and this MoU shall not create an agency, joint venture or employer-employee relationship between the Parties, and nothing under this MoU shall be deemed to authorize either Party to act for, represent, or bind the other Party vis-à-vis any third parties. Nothing in this MoU shall obligate JBIET to retain T- Works to perform any additional services.

5. Legal Relationship / Non-Binding Effect

This MoU is a statement of mutual intent between the Parties and is non-binding in nature. Except for the provisions which are expressly stated to be binding, nothing in this MoU shall be construed as creating any legally enforceable rights or obligations on either Party. The Parties acknowledge that any binding commitments between them shall be separately negotiated, agreed upon, and recorded in a definitive written agreement.


6. Warranties:

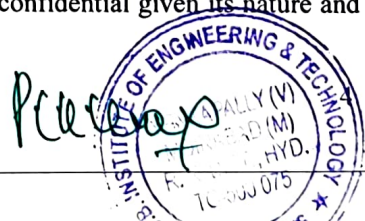
JBIET & T-Works represent and warrant to each other that they would not:

- 6.1 Breach confidentiality provisions of the MoU to the extent required by law or any policies to which JBIET & T-Works is subject to.
- 6.2 JBIET & T-Works has made all necessary government reporting, made all necessary disclosures to, and received all required approvals from, the relevant authorities regarding the subject matter of this MoU.

7. Confidential Information:

- 7.1 "Confidential Information" means all non-public information disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party"), whether oral or written, including but not limited to business plans, methods, practices, personnel, customers, suppliers, inventions, processes, products, patent applications, proprietary rights, specifications, drawings, models, samples, tools, computer programs, technical, commercial, scientific, operational, administrative, financial, marketing, intellectual property, or any other information reasonably considered confidential given its nature and

 26/11/25



circumstances of disclosure.

7.1.1 Both Parties agree to:

- (i) Hold and maintain each other's Confidential Information in strict confidence;
- (ii) Use Confidential Information solely for the purpose of this MoU;
- (iii) Ensure that their respective representatives are bound by confidentiality obligations no less stringent than those contained herein;
- (iv) Destroy or return all Confidential Information, including all copies, upon termination of this MoU or upon request of the Disclosing Party.
- (v) The obligations in this clause are mutual and apply equally to both Parties.

8. EXCLUSIONS / LIMITATIONS OF CONFIDENTIALITY

Any Confidential Information received by a receiving party shall be treated as confidential by the receiving party unless it

8.1 was already known by the receiving party at the date of its disclosure, and/or

8.2 was in the public domain or becomes publicly available without breach of this Agreement by the Receiving Party;

8.3 Was disclosed to the receiving party by a third party having the right to do so and without such information having been obtained either directly or indirectly from the disclosing party. However, in such cases the receiving party shall immediately intimate the party whom that information belong to.

8.4 was rightfully received by the Receiving Party from a third party without restriction;

8.5 was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or

8.6 was required to be disclosed by law, regulation, or court order (provided prompt written notice is given to the Disclosing Party and reasonable assistance is provided, where lawful, to limit such disclosure).

9. Intellectual Property Rights:

9.1 Intellectual Property Rights shall be any patent, extension of the exclusivity granted in connection with a patent, petty patent, utility model, trademark, registered design or any application for registration of the same or right to apply for the same (including, but not limited to, continuations, continuations in part and divisional applications), any copyright or neighboring or related rights, database right, design right, rights in trade, business or domain names, rights in trade dress and logos, rights in inventions, publication rights, rights in confidential information (including the Confidential Information), trade secrets and know how or any similar or equivalent rights in any part of the world.

9.2 It is agreed by the parties that any intellectual property developed jointly by T-Works and JBIET shall be owned jointly, unless otherwise agreed upon in writing.


9.3 It is further agreed by the parties that any Intellectual property developed by either of the parties alone shall be with the respective parties only.

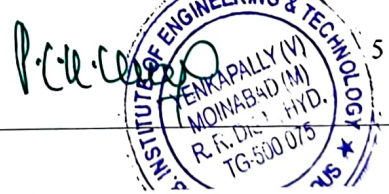
10 Severability:

Any provision of this MOU, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Accordingly, this MOU shall be construed as if such portion had not been inserted and the remaining provisions of this MOU shall remain in full force and effect.

11 Force Majeure:

No default, delay, or failure to perform on the part of any party shall be considered a breach of this MoU

 26/11/21



if such default, delay, or failure to perform is shown to be due entirely to any event constituting force majeure or to causes beyond the reasonable control of the defaulting party, including but not limited to, acts of God, natural disasters (e.g., earthquakes, floods, fires), acts of war, terrorism, government actions or regulations, strikes, labour disputes, epidemics, pandemics and any other events that are not reasonably foreseeable or within the control of the Parties, provided that the Party so relieved of its obligations shall take such steps as it is able to prevent, correct or amend such act or event which renders such obligations impossible.

12 Assignments:

Neither Party shall assign or transfer any of its rights or obligations under this MoU to any third party without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all assets of the assigning Party, provided that the assignee agrees in writing to be bound by the terms of this MoU.

13 Indemnity:

Each party (Indemnifying Party) agrees to indemnify and hold harmless the other party (Indemnified Party), its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable legal fees and costs, arising out of or in any way connection with any act or omission by indemnifying party performed in contravention of the terms of this Agreement.

14 Electronic Signatures:

Parties hereby agree that this agreement may be executed by way of electronic signatures and that the electronic signature has the same binding effect as a physical signature. For the avoidance of doubt, the parties further agree that this agreement, or any part thereof, shall not be denied legal effect, validity, or enforceability solely on the ground that it is in the form of an electronic record.

15 Governing Law and Jurisdiction:

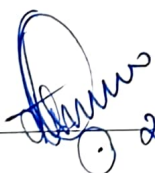
This MoU shall be governed by and construed in accordance with the laws of India. The parties irrevocably agree that courts at Hyderabad, Telangana, India shall have the exclusive Jurisdiction to decide the matters in respect of all actions, claims, or disputes arising out of this MoU.

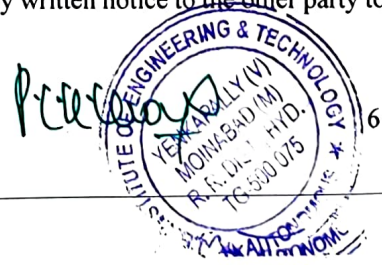
16 Dispute Resolution:

Any dispute, controversy or claim arising under, out of, or relating to this contract and any subsequent amendments of this contract, including without limitation its formation, validity, binding effect, interpretation, performance, breach, or termination as well as non- contractual claims, shall be referred to, and finally be determined by arbitration in accordance with Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of three (3) arbitrators, where each Party appoints one arbitrator, and the two arbitrators shall appoint one (1) arbitrator. The seat of arbitration shall be Hyderabad, India and the proceedings shall be in the English language.

17 Notices:

All notices that are required or permitted to be given pursuant to this MoU must be in writing and delivered personally, by a recognized courier service, to the parties at the addresses shown in this MoU. If notice is mailed, it will be deemed received earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered, it will be deemed received upon actual delivery. If notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission by the recipient. A party may change its notice address by written notice to the other party to this MoU.

 26/11/25



The address for service for:

T-Works: Plot no 1/D, 1/E, 1/F(Part), Survey No 83/1, Raidurgam, Hyderabad Telangana – 500 081

JB IET: J B Institute of Engineering and Technology, Bhaskar Nagar, Moinabad Mandal, R.R. District, Hyderabad, Telangana - 500075

(Note: An email along with the above communication must be sent to the ceo@tworks.in & respective department head)

IN WITNESS WHEREOF, the parties have caused this MoU to be duly signed by their representatives as of the date first written above.

For T-Works Foundation

Signature: _____

Name: Joginder Tanikella

Title: CEO

Date: 26 Nov 2025

For J B Institute of Engineering and Technology

Signature: _____

Name: Dr. P C Krishnamachary

Title: Principal

Date: 26/11/2025

Witness: G. Sindhu

Signature: _____

Name: G. Sindhu Bhairavi Ghanta

Witness: _____

Signature: _____

Name: Dr. Himanshu Sharma

