



MEMORANDUM OF UNDERSTANDING

Between

T-Hub Foundation

And

J B Educational Society (JBES)

2nd March 2023

This Memorandum of Understanding ("MOU") is entered into and effective as of the day of 2nd March 2023.

Between

T-Hub Foundation (hereinafter referred to as "T-Hub"), a Company registered under Section 8 of Companies Act, 2013, having its registered office at T-Hub Foundation, Knowledge City, Sy No.83/1, Raidurg, Hyderabad – 500 081, Telangana, represented by Mr. M Srinivas Rao, Chief Executive Officer (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) of the FIRST PART

And

J B Educational Society (JBES) (Consisting of Joginpally Bhaskar Rao Institute of Engineering & Technology (JBIET), Bhaskar Engineering College(BEC), Bhaskar Pharmacy College (BPC) and Bhaskar Law College (BLC) (hereinafter referred to as "JBES") a society founded as per the laws of India, having its registered office/ office at 6-3-248/1/1A,4th Floor, Bhaskara Plaza, Road no : 1, Banjara Hills, Hyderabad, Telangana, represented by Mr. J V Krishna Rao, Secretary, JBES (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

"Party" shall mean either T-Hub or [JBES] and "Parties" shall mean both Parties together.

I. Objective of the MoU

An intent to collaborate is established by this MOU. In compliance with legal regulations, and adhering to the principles of equality, mutual benefits, mutual trust, mutual assistance and complementary advantages, both organizations agree to work towards a long-term mechanism to promote cooperation in innovation ecosystem, supporting technology driven startup companies and thus creating a holistic ecosystem for advancements in innovation in the country.

II. Commercial engagements

Innovation Orientation Session cost is INR 1, 00,000 Lakh plus GST extra per session .

A commitment of one session per quarter

Total amount for four sessions: INR 4,00,000 lakhs plus GST

The member shall be invoiced in full, and the same shall be payable before commencement of each session.

III. Third Party beneficiary rights

The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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J.V. Krishna Rao

IV. Independent Contractors

It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party. Use of word "Partner" throughout this MoU is for the reference purposes and doesn't create a partnership relationship under

V. Areas of Cooperation

Innovation Orientation Session :

1. T-Hub will conduct Innovation orientation session for students without any restriction on the number of students or the colleges they come from.at the institution.
2. Duration of session will be for 150 mins.
3. T- Hub will arrange the expert speakers to deliver the session.
4. One session will be conducted each quarter.
5. Certificate will be awarded to all the participants & faculty on completion of four sessions

Topics Covered

1. Introduction to Entrepreneurship - Why chose to startup? who is an entrepreneur, recent successes, mindset, more and Q& A
2. Design Thinking - Why design thinking, double diamond model, case studies, user definition, more and Q& A
3. How to start a startup - Idea generation, Validation, Checklists, things to keep in mind, more and Q& A
4. Idea to Prototype - Idea validation, hardware/software, rapid prototyping, go/no go/pivot more and Q& A

Infrastructure Arrangement

1. The institution is responsible to provide the auditorium to conduct the session.
2. The institution will have to provide other logistics like projector with screen, power, lighting, sound arrangements
3. It is the responsibility of the institution to ensure students participation.

General Guidelines

1. The institution shall proactively participate in building the Innovation and Entrepreneurship culture amongst students.
2. The institution shall promote and encourage participation of its students and faculties in the programs offered by T-Hub.
3. The institute shall provide constructive feedback and suggestions for strengthening this initiative.
4. Due to any unforeseen situations, if a session cannot be conducted on the scheduled date, it will be postponed to a date suitable to both parties.
5. The JBES shall use the reference of this association in the right context as T-Hub's Academic Alliance Member after seeking prior written consent from T- Hub.
6. The institution agrees to work in good faith and protect mutual goodwill of each other, its partners, and mentors.
7. Separate agreement will be entered into by individual colleges.
8. The session fee is non-refundable.
9. Hospitality will be taken care of by individual college hosting the session.

VI. Validity

This MoU shall be valid for a period of 1 (One) year from date of execution 2nd March 2023, "or from the date of commencement, whichever is later".

This MOU shall be valid only when it is supported with individual institution agreements.

1. Joginpally Bhaskar Rao Institute of Engineering & Technology (JBIET)
2. Bhaskar Engineering College (BEC)
3. Bhaskar Pharmacy College (BPC)
4. Bhaskar Law College (BLC)

VII. Dispute Resolution

In the event of any dispute or difference or question arising between the parties out of or in relation to or in connection with this MoU, both parties shall first attempt to amicably resolve their differences or disputes on the questions arising by mutual discussion within a period of one month. Upon failure of the parties to reach an amicable settlement, Parties agree that a dispute be submitted for final award to arbitration proceedings as per the Indian Arbitration Act. Hyderabad, Telangana will be the venue of the arbitration proceedings and the arbitration will be held in the English language.

This MoU is governed by, and is to be construed in accordance with, the laws of India, without regard to its conflict of laws principles.

VIII. Trademarks

Neither Party shall use the other's name, trademark, logo, or other markings outside its organization without express written consent of the other Party, which may be withheld by the Party owning the same at its sole discretion. Provided that the either party may use the Other Party's name for credential purposes along with the respective Party's prior written approval. In

the event such approval is granted, any use of either Party's trademarks shall be done in accordance with the guidelines provided by the respective Parties and both Parties shall not do anything which would negatively impact the trademark, legally or reputationally of the other Party.

IX. Termination

Subject to Clause 6 above, either Party may terminate this MoU with advance notice of 1 month, in writing, and cannot be held liable, in any way whatsoever, if the objectives cannot be achieved. In the event of termination, any information gained from either Party by way of technical processes, and procedures in any published or verbal format shall be bound by the terms of Non-Disclosure Agreement as executed between the parties.

X. Notices

Any notice required or permitted to be given to a party under this MoU shall be in writing, shall be sent by post (registered or certified with postage prepaid), overnight courier of recognized international standing, personal delivery, or fax (if appropriate confirmation is received), or electronic mail (email) and shall be deemed to have been given when delivered:

Email ids

T-Hub : legal@t-hub.co with a copy to sharma.as@t-hub.co

Partner: krishnarao_jv@rediffmail.com

XI. Entirety

This document contains the entire agreement between the parties regarding the subject matter of this MoU, and there are no other promises or condition or any other agreement whether oral or written. In any event this MoU shall supersede any such previous discussions, communications, promise or understanding, whether oral or written. This MoU is executed by affixing virtual signatures of the respective parties and shared through email.

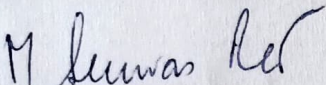
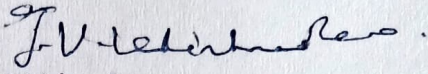
XII. Amendment of the MoU

If during the operation of MoU, circumstances may rise which call for alteration/Modification to this MoU, such alteration/modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority of the Parties. Such changes will be formalized in writing as an 'Addendum' to this MoU and will be deemed to be a part of this MoU.

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J.V. Reddy

The Parties hereto agree by placing their respective signatures through their representatives duly authorized as such.

for & on behalf of T-Hub	for & on behalf of JBES
 Mr Mahankali Srinivas Rao Chief Executive Officer T-Hub Date : 2/3/2023	 Mr J V Krishna Rao Secretary JBES Date :