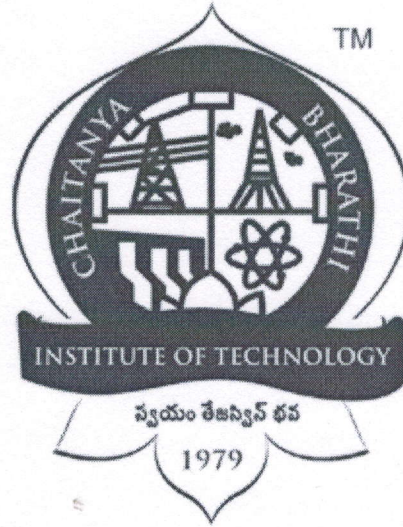


## MEMORANDUM OF UNDERSTANDING



&



**Gati Intellect Systems Ltd**  
**Hyderabad**



THIS AGREEMENT MADE AND ENTERED INTO ON 30<sup>th</sup> DAY OF DEC 2021  
BETWEEN:

**Chaitanya Bharathi Institute of Technology(A)** an Autonomous Institution, having its registered office at Gandipet, CBIT P.O, Hyderabad-500075, Telangana represented by its **Principal, Prof. P. Ravinder Reddy**. (Hereinafter referred to as "**CBIT**" which expressions shall include its representatives, successors, partners, incubates, subsidiaries, joint ventures and assignees) on the one part

AND

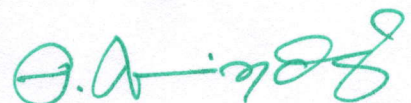
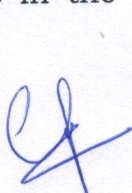
**Gati Intellect LTD**, (Logistic, SCM& Leadership domain training and staffing solutions) a company registered in India under the Indian Companies Act 2013 in year 2015 and having its registered office at Plot 20; Survey no 12 Kothaguda Kondapur Hyderabad-500084 represented by **Capt. Yogesh Kundra, President** (Hereinafter referred to as "**GATI/ASSOCIATE**" which expression shall where the contest so admits include its successors and permitted assigns) of the other part.

The CBIT and ASSOCIATE are hereinafter jointly referred to as 'PARTIES' and individually as 'PARTY'

The agreement is operated through the Career Development/Training Dept. of CBIT and the Training Department of The ASSOCIATE- Gati Intellect Systems Ltd part of Aavaan Group for Corporate Academia Tie-up. This proposal will be started at Hyderabad initially, which can be emulated at other centers under mutual agreement.

#### WHEREAS

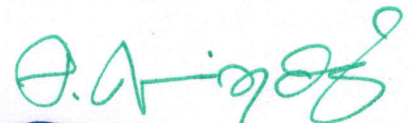
CBIT, established in the Year 1979, esteemed as the Premier Engineering Institute in the States of Telangana and Andhra Pradesh, was promoted





with an objective to facilitate the Best Engineering and Management Education to the Students and contribute towards meeting the need of Skilled and Technically conversant Engineers and Management Professionals, for the Country that embarked on an Economic Growth Plan. In its Four Decades of existence, all the Stake Holders of the Institute, relentlessly endeavored to position CBIT as an Institution that is a Leader and an Innovator in the Ecosystem of Engineering Higher Education and Management. With the Students being the singular Objective, the Institute has established excellent Infrastructure such as State-of - the Art Laboratories, spacious Library with Printed and Digital Collection of Books and Journals, Sports, Hostel, and other Infrastructure for Research, Innovation, Incubation, Entrepreneurship, Extra and Co-Curricular Engagements with a total Built-up Area of about 57,714 Sq. Mts., in the serene Ambience of 50 Acres to inspire, encourage and pursue Academics. In its relentless strive for Academic excellence, CBIT has scaled great heights both Nationally and Internationally in Industry and Global Universities. CBIT is having faculties with expertise in the area of Electrical, Mechanical, ECE, Bio-Tech, Chemical, CSE, IT and other emerging technologies areas, whose services can be availed by MSME Industries in Hyderabad to develop new products/process and software required by the customers and the society. Ministry of MSME, GOI, has approved MSME Incubation Centre at CBIT to conduct various Programs. The services of Experts available with CBIT can be availed by THE ASSOCIATE, to develop new products/process and software required for the customers and the society.

A. The Second PARTY is a Logistic and supply chain staffing and Training Company, having immense experience in the field of Logistic and supply chain management including transportation, warehousing, e-commerce delivery & Leadership with business associates across globe.





B. Both the PARTIES believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

C. The PARTIES intend to co-operate and focus their efforts on cooperation through Skill based training, Education, Seminars and Research within the area of Logistic, Supply Chain and Leadership/Communication Management for in-house and other business associates or third parties.

D. Both PARTIES, being legal entities in themselves, desire to sign this MoU for advancing their mutual interests.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THE MEMORANDUM OF UNDERSTANDING, THE PARTIES HERE TO AGREE AS FOLLOWS:**

## **PART I**

### **1. CO-OPERATION**

1.1 Both PARTIES are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within their organizations and theirrespective wings.

1.2 The PARTIES shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.3 Both the PARTIES co-operation will facilitate effective utilization of the intellectual capabilities, providing significant inputs in developing suitable teaching/ training systems, keeping in mind the needs of the





industry, in-house requirement of THE ASSOCIATE, its business associates and any government initiated skill programs.

1.4 The general terms of co-operation shall be governed by this MOU. The PARTIES shall co-operate with each other and shall, as promptly as is reasonably practical, enter into relevant agreements, deeds and documents as may be required to give effect to the actions contemplated in terms of this MoU.

1.5 Along with the said agreements, deeds and documents, this MoU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the PARTIES on the subject matter hereof.

1.6 The MoU doesn't cover any financial commitment from either side.

## **PART II**

### **2. SCOPE OF THE MOU**

2.1. Both PARTIES believe that close co-operation between the two would be of major benefit to the Logistic and supply chain community to enhance their skills and knowledge.

2.2. **Curriculum Design** : The ASSOCIATE shall give valuable inputs to the Institute in teaching/ training methodology and suitably customize the curriculum so that the candidates fit into the industrial scenario meaningfully. ASSOCIATE and group companies having huge industry learning curve will be in the forefront to identify industry need and input into joint curriculum design.





**2.3 Research and Development :** Both PARTIES agree to carry out the joint research activities including but not restricted to the Field of Logistic capacity building.

**2.4 Faculty Development Programs:** The ASSOCIATE is to assist the faculties of the Institute for imparting training as per the Industrial requirement in the concerned sector.

**2.5 Guest Lectures:** The ASSOCIATE is to extend the necessary support to deliver guest lectures to the students of the Institute in the relevant sector and in-house requirements.

**2.6 Assistance in Accreditation of LSCM Curriculum.**


**2.7** The ASSOCIATE can avail the services of the faculties / Experts available at CBIT for development of new product / process / software / programs etc. based on mutual agreement.

**2.8** Both PARTIES to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the educational/ training programs.

### **PART III**

#### **3. INTELLECTUAL PROPERTY**

**3.1** Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either PARTY any right, title, interest or license in or to the Intellectual Property (including but not limited to the know-how, inventions, patents, copy rights and designs) of the other PARTY




#### **PART IV**

##### **4. VALIDITY**

4.1. This agreement will be valid until it is expressly terminated by either PARTY on mutually agreed terms. Both PARTIES will take effective steps for the implementation of this MoU.

4.2. Both PARTIES may terminate this MoU upon 60 days Calendar days' notice in writing.


4.3. In event of Termination, both PARTIES have to discharge their obligations.

#### **PART V**

##### **5. RELATIONSHIP BETWEEN THE PARTIES**

5.1. It is expressly agreed that First PARTY and Second PARTY are acting under this MoU as Independent Contractors, and the relationship established under this MoU shall not be construed as Partnership. Neither PARTY is authorized to use the other PARTY's name in any way, to make any representations or create any obligations or liability, express or implied, on behalf of the other PARTY without the prior written consent of the other PARTY.

5.2. Neither PARTY shall have, nor represent itself as having any authority under the terms of this MoU to make agreement of any kind in the name of or binding upon the other party, to pledge the other PARTY's credit, or to extend credit on behalf of the other PARTY.





## **PART VI**

### **6. AMENDMENTS**

6.1. Any and all amendments to this MoU shall only be in writing and signed by both the PARTIES.

## **PART VII**

### **7. ARBITRATION**

7.1. This MoU shall be construed in accordance with and governed by the laws of India subject to the exclusive jurisdiction of the courts of Hyderabad. Any dispute arising out of implementation or interpretation of this MoU shall be settled by mutual discussions and amicable settlement failing which the dispute shall be settled by arbitration proceedings conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed mutually by the PARTIES and the venue of such arbitral proceeding shall be in Hyderabad.


## **PART VIII**

### **8. MARKETING AND PUBLIC RELATIONS**

8.1. Both the PARTIES shall issue a joint Press Release, stating that they have legally entered into this Memorandum of Understanding.

8.2. CBIT shall on its webpage, showcase the ASSOCIATE as its 'Training Partner' exclusively for the said programme.

8.3 The ASSOCIATE shall on its webpage, showcase the CBIT, as its 'college/university partner'.





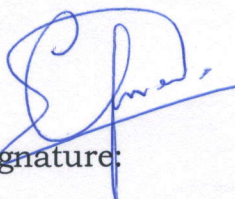
8.4 **All cost and revenue sharing will be discussed and formalized as an addendum to this MoU.**

8.5 CBIT certification of all programs will follow University norms in terms of rigor, processes and audit to the satisfaction of regulator/ compliance enforcing government institutions. The ASSOCIATE will be provided with all regulatory information for informed decisions.

8.6 Place of trainings can be at CBIT, Online/offline/Hybrid mode, at the place of ASSOCIATE or any associated place or third party clients and arrangements will be discussed as and when the requirement arise.

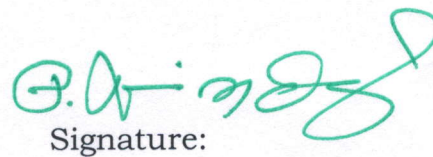
#### **PART IX**

9.1. This MoU has **no financial implication** and/or obligation on either of the PARTIES. Any MoU, agree mentor deed signed in furtherance to this memorandum shall be explicitly stated in that particular MoU, agreement or deed signed with the consent of both the PARTIES.

  
Signature:

**On behalf of  
Gati Intellect Ltd.**



  
Signature:

**On behalf of  
CBIT**



Dated 30.12, 2021

Name: **Capt. Yogesh Kundra**

Title: President

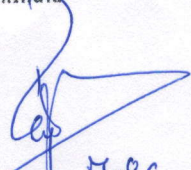
Dated 30.12., 2021

Name: **Prof. P. Ravinder Reddy**

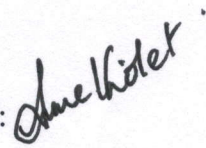
Title: Principal, CBIT



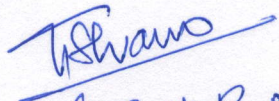
Witness1:

  
May Gen Rajesh Kumar

Witness1:

  
Anil Kishor

Witness2:

  
Gp Capt Ravi M. Sams

Witness2:

