

**MEMORANDUM OF UNDERSTANDING
BETWEEN**



**BIOSEPHIA ENGINEERING SERVICES PRIVATE LIMITED,
Plot No. 274, Adarsh Nagar, Gajularamaram, Qutubullapur,
Hyderabad, Rangareddi, Telangana, India - 500055.**

AND



**CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY (A),
GANDIPET, HYDERABAD, TELANGANA 500075.**

This Memorandum of Understanding made and entered into on the 28th day of January 2021 between Biosephia Engineering Services Private Limited, with its registered office at Plot No. 274, Adarsh Nagar, Gajularamaram, Qutubullapur, Hyderabad, Rangareddi, Telangana, India - 500055 and hereinafter called "**BES**" which expression shall include its successors and permitted assignees.

and

Chaitanya Bharathi Institute of Technology located in Gandipet, Hyderabad -500075, a self-financed autonomous private institute, through PRINCIPAL, CBIT(A), of another part desiring to promote academic and research co operation between the two parties. And hereinafter called "**CBIT**" which expression shall include its successors and permitted assignees.

OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between BES and CBIT in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between BES and CBIT.

WHEREAS:

Biosephia Engineering Services Pvt. Ltd.:

Biosephia Engineering Services is a startup company registered in the year 2020 under Companies Act, 2013(18 of 2013) and expanding its services on research & development consultation, commissioning and installation of other equipments which can be utilized in effective treatment of waste generated from various sources. Our mission is to push India forward as a fastest growing

country in sustainability index, by accelerating, providing unsurpassed services and create positive differences in transition to sustainable energy for a greener and better world.

BES primarily aims for the awareness on waste segregation and under which it works for waste management and utilizing it in effective way. Through this MOU, BES initiates activities of research and development with students, faculty and researchers in providing the projects, research studies and internships and interaction session with students on innovative ideas and scaling up the start up thoughts and ideas.

AND WHEREAS:

Chaitanya Bharathi Institute of Technology (A):

CBIT is esteemed as the premier Engineering Institute in the States of Telangana and Andhra Pradesh. The institute started its academic journey during the year 1979 and for over 41 years it has upgraded itself with excellence in the fields of the Engineering, Technology, Computers and Management courses, both in U.G and P.G programs. The institute continues to remain top ranked institute in the self-financed category of private colleges of the state. The institute has acquired autonomous status from U.G.C, New Delhi up to the year 2024 and has been accorded permanent affiliation by Osmania University, Hyderabad up to the year 2024.

Today, the institute is proud to recognize as Host institute for MSME Business Incubator (Micro, Small and Medium enterprises), Govt. of India, New Delhi and as nodal centre for ATAL community innovation center (ACIC), ATAL Innovation mission (AIM) initiative, NITI Ayog, New Delhi. CBIT boasts of highly skilled and multi talented faculty whose experience and expertise are the asset to guide students for productive results. All the research activities are being streamlined to make a mark in 'Make in India' concept of Indian Government. Laboratory, computing and networking facilities are provided to each and every department to encourage both individual collaborative research for the execution of both sponsored /consultancy projects.

PROPOSED MODES OF COLLABORATION

BES and CBIT propose to collaborate through

- a. Sponsoring student projects/fellowships for B.Tech degree programs at CBIT.
- b. R&D projects, this may be carried out wholly at CBIT or at premises of BES or partly at CBIT and partly at BES.
- c. Explore to have the start-up and request for part funding from Govt. agencies.

1. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program will be subject to a separate Research Agreement entered into by the Parties but may also include the following based on mutual agreement:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties at their own facilities.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

2. TECHNICAL AREAS OF COLLABORATION

A. BES – PROPOSED MOU OBJECTIVES:

To have the long-term relationship with CBIT in terms of establishing a start-up in CBIT campus involving faculty and students for academic and research related work. To organize academic research, training of students of CBIT, this will relate to the field of mutual interest for both the parties.

i. Internship Program:

With a view on training students with the skills and knowledge necessary to solve today's global/regional/local environmental problems with their theoretical knowledge, CBIT aims to establish internship programs with the Host Organization (BES) that will further help the individual student's education to develop his/her practical skills. The period and itinerary of the internship to be engaged by the student is to be agreed upon by all three parties (Host organization, The institution (CBIT) and the student) prior to the commencement of the internship. The terms and conditions of the internship will be as per the Internship Policy laid down by CBIT and BES.

ii. Research Projects:

With understanding between BES and CBIT, research projects in the concerned field can be proposed in collaboration with one another. The details of such proposal will be as per the agreement by both the parties (BES and CBIT). The following areas are considered for further research activities.

- Development of the technology and advancement in optimizing biogas production by various input ratios.
- The projects that we (BES and CBIT) research on different kinds of organic waste (food waste, yard trimmings, grass, etc.) (i.e); on co-digestion of different ratios.
- Generated biogas can also be converted to electricity and supply power to one or more department buildings, claiming to be self-sustaining blocks/buildings.

iii. Publications and Patents:

All publications in the program of cooperation will be co-authored by the concerned faculty/students of CBIT and the employees of BES. The Coordination Committee shall review the patentability aspect of the research work and direct whether a patent or a publication to be made.

BES and CBIT will be joint holders of the Intellectual Property Right (IPR)/Patents flowing out of joint work. The discussion on ownership, licensing costs, royalties and related issues shall be discussed and made by the co ordination committee and their recommendation shall be processed in accordance with the framework of IP guidelines and rules governed by individual's party at BES and CBIT.

These decisions shall be pre-specified and detailed in individual's project/activity specific agreements that will follow under this MOU.

B. CBIT – PROPOSED MOU OBJECTIVES:

- To exchange ideas and information for research, academic and training activities in selected waste management and utilization related programs and possible thrust areas of Science, Engineering, Technology and Management.
- To disseminate and exchange creative and innovative ideas among the students, employees and faculty.
- To coordinate organize different national and international level programs like conferences/webinar/seminar/workshops/invited lectures to the extent possible. The MoU enables technical cooperation but doesn't provide any financial commitment on behalf of CBIT. However the Industry can sponsor such event and both the parties can explore for sponsorship.
- To work on collaborative projects proposals in areas of mutual interest and submit to various agencies/industries/for funding.
- To publish the collaborative research findings in various national and international referred and peer reviewed Journals with mutual consent only.
- To avail or share the facilities of BES and CBIT, for collaborative research in areas of mutual interest, by the students and faculty of CBIT and by the employees of BES, with prior approval and agreement from concerned officials from both parties.
- To mutually collaborate and offer skill development programs, certification courses and training programs for various personnel of academic, industrial and research institutes of private and public sector organizations concerned officials from both parties.
- To provide the alliance with other departments of the institute, provided to collaborate or to share inputs for the research projects and studies as and when required.

3. AGREEMENTS SOLEY FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.

- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) Which result from the research collaboration or which belong to a party and are used in research collaboration.

4. CONFIDENTIALITY:

In case of joint research and consultancy projects taken up by BES and CBIT, no party will disclose any investigation to media/any unauthorized person from each party in any form whether electronic/print without mutual consent and approval by coordination committee. The participating members is/are to keep strict confidentiality. Any or all information deemed classified by BES or/and CBIT accessed by the student(s)/faculty/employee(s) over the course of the program are not to be disclosed on any grounds.

Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

5. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

6. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 2 years after the effective date that it is signing is concluded by representatives of both parties (BES and CBIT).

This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 90 days prior written notice to the other party.

7. EXTENSION OF AGREEMENT:

The MOU may be extended provided the parties agree upon and can provide the necessary resources.

8. DISPUTE AND SETTLEMENT:

- i) In case of any dispute (s), steps shall be taken by the parties to the MOU to settle the same through amicable negotiations. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the designated official as per the bye law of CBIT(A), Hyderabad to arrive at a settlement.

In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration for resolution of the dispute under Arbitration and conciliation Act 1996. The arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996. The dispute shall be referred for arbitration to sole arbitrator to be appointed by the designated official (s) as per the bye law of CBIT(A) – Hyderabad. The award of the sole arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award.

- ii) Applicable Laws and Jurisdiction of Courts:

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the MOU including the arbitral proceedings. The competent Courts at Hyderabad in the State of Telangana - India shall have sole jurisdiction. All questions, disputes, differences arising under, out of or in connection with this MOU shall be to the exclusive jurisdiction of Hyderabad courts in the State of Telangana.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make either BES or CBIT as a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

It is understood by the parties herein this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party which approval shall not be unreasonably withheld.

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this research and academic development.

- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations. It can also add the furthermore amendments to the provision fixed.
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of this collaboration to the fullest extent possible.
- It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.
- The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the on – going or future planned projects.
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the any research project it shall then be controlled in accordance with mutual governing laws, regulations and/or procedures. Such reimbursement are only possible and processed if there is prior approval from the competent Authorizes.
- In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

IN WITNESS WHEREOF, the two parties hereto have caused this MoU to be made in English and executed by their respective duly authorized representatives on the day and the year first above written

G.P.S.V

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Authorized Signatory

PRINCIPAL

CBIT(A), HYDERABAD

Name: Prof. G. P. S. Varma

N. Vinesh Kumar N

Authorized Signatory

EXECUTIVE DIRECTOR

BES PVT. LTD.

Name: N. Vinesh Kumar, M.S., B.Tech.

For and on behalf of CBIT

Witness:

1. T. Chowta

(Name and Signature)

(Dr. Umakanta Chaudhary)

2.

Mil

(Name and Signature)

For and on behalf of BES

Witness:

1. T. Sindhuja

(Name and Signature)

2.

(B. Lakshmi Srinivas)
Kanthi

(Name and Signature)

Dated: 28/01/2021



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) at rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that BIOSEPHIA ENGINEERING SERVICES PRIVATE LIMITED is incorporated on this Sixth day of November Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U74999TG2020PTC145667.

The Permanent Account Number (PAN) of the company is AAJCB4221C *

The Tax Deduction and Collection Account Number (TAN) of the company is HYDB10348C *

Given under my hand at Manesar this Ninth day of November Two thousand twenty .

MINISTRY OF
CORPORATE AFFAIRS

Digital Signature Certificate:

Mr. Pankaj Srivasta

ASST. REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

BIOSEPHIA ENGINEERING SERVICES PRIVATE LIMITED

Plot N.274, Adarsh Nagar, Gajularamaram, Qutubullapur, Hyderabad,

Rangareddi, Telangana, India, 500055



* as issued by the Income Tax Department