

Nature of Document)	MOU
(Registration Details)	Registrable Non Registrable
If Registrable Name of S. R. O	
(Franking Unique No.)	28470
(Property Description in brief.)	
Consideration Amount	300
Stamp Purchasers Name	2C2C2 BANK LTD
Name of the other Party	
Full Name & Address	
Duty Amt.	
Authorized Person's full signature	<i>[Signature]</i>

**Memorandum of Understanding**

Authorised Signatory  
Bandra Branch

*[Signature]*

The North Kanara G.S.B. Co-op.  
Bank Ltd., Bandra Branch, Zapuza,  
Sahitya Sahawas, Kalanagar,  
Mumbai-400 051.  
D-5/STP/V/C.R.104/2020/5/1300 to  
1303

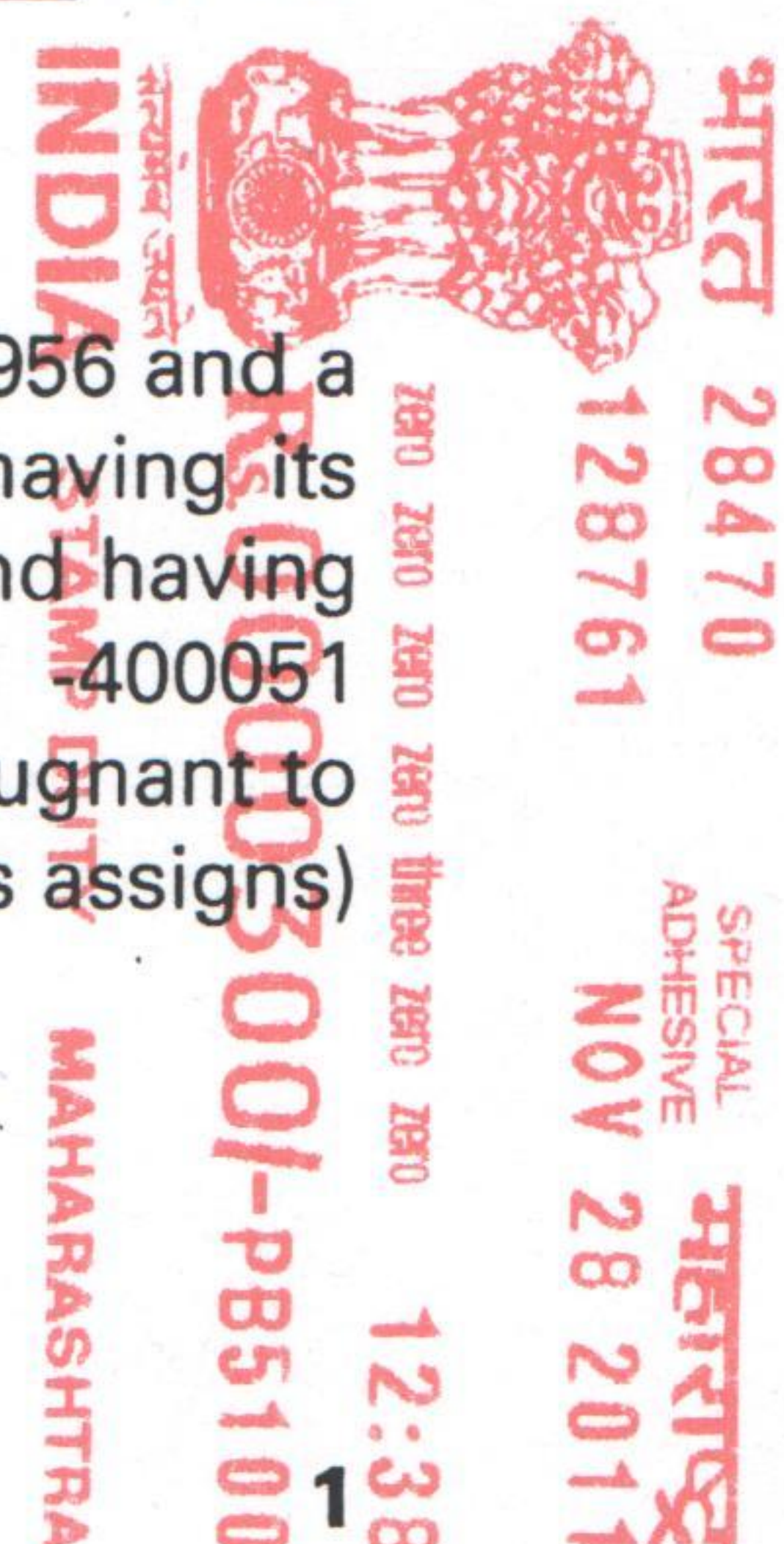
Rs. Three Hundred Only

This Memorandum of Understanding ("MOU"), which shall include any Annexures hereto or any letters exchanged under this arrangement, is executed at CBT, Gandipet on the 12<sup>th</sup> day of December, 2012 ("Effective Date") between:

ICICI Bank Limited, a company incorporated under the Indian Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007, India and having its corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Mumbai -400051 (hereinafter referred to as "ICICI BANK" which expression shall, unless it be repugnant to or inconsistent with the context thereof, mean and include its successors and its assigns) of the first part;

AND

*[Signature]*





Chaitanya Braerathi Institute of Technology (CBIT)

situated at Gandipet, Hyderabad

(hereinafter referred to as the "Institution" which expression shall, unless it be repugnant to or inconsistent with the context thereof, mean and include its permitted successors and its permitted assigns) of the second part.

The Institute and ICICI Bank are hereinafter collectively referred to as "Parties" and individually as a "Party".

1. WHEREAS

1.1 ICICI Bank has initiated a program which it intends to be a platform to encourage and promote talent in premier educational institutions with a view to bring forth new ideas and innovations which can be applied in the banking/finance industry and to help in their commercialization.

1.2 Whereas the Institute is interested in being a part of this program for the benefit of the Institute and its students.

1.3 Whereas both the Parties are mutually agreeable to enter into this MOU upon the terms as agreed herein.

*Signature*



## Memorandum of Understanding

This Memorandum of Understanding ("MOU"), which shall include any Annexures hereto or any letters exchanged under this arrangement, is executed at

**CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY** on the 12 day of December, 2012 ("Effective Date") between:

ICICI Bank Limited, a company incorporated under the Indian Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007, India and having its corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Mumbai -400051 (hereinafter referred to as "ICICI BANK" which expression shall, unless it be repugnant to or inconsistent with the context thereof, mean and include its successors and its assigns) of the first part;

AND

**CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY** situated at GANDIPET, HYDERABAD - 500 075. (hereinafter referred to as the "Institution" which expression shall, unless it be repugnant to or inconsistent with the context thereof, mean and include its permitted successors and its permitted assigns) of the second part.

The Institute and ICICI Bank are hereinafter collectively referred to as "Parties" and individually as a "Party".

### 1. WHEREAS

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1.3 Whereas both the Parties are mutually agreeable to enter into this MOU upon the terms as agreed herein.

*[Handwritten signatures and date]*  
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## 2. DEFINITIONS

### 2.1 "Affiliate of ICICI Bank" shall mean and include:

- i. any company which is the holding company or subsidiary of ICICI Bank, or
- ii. any person under the control of or under common control with ICICI Bank, or
- iii. any person, in more than 26% of the voting securities of which ICICI Bank has a direct or beneficial interest or control.

For the purpose of this definition, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

2.2 "Program" means the ICICITrinity program initiated by ICICI Bank which it intends to be a platform to encourage and promote talent in premier educational institutions with a view to bring forth new ideas and innovations which can be applied in the banking/finance industry and to help in their commercialization.

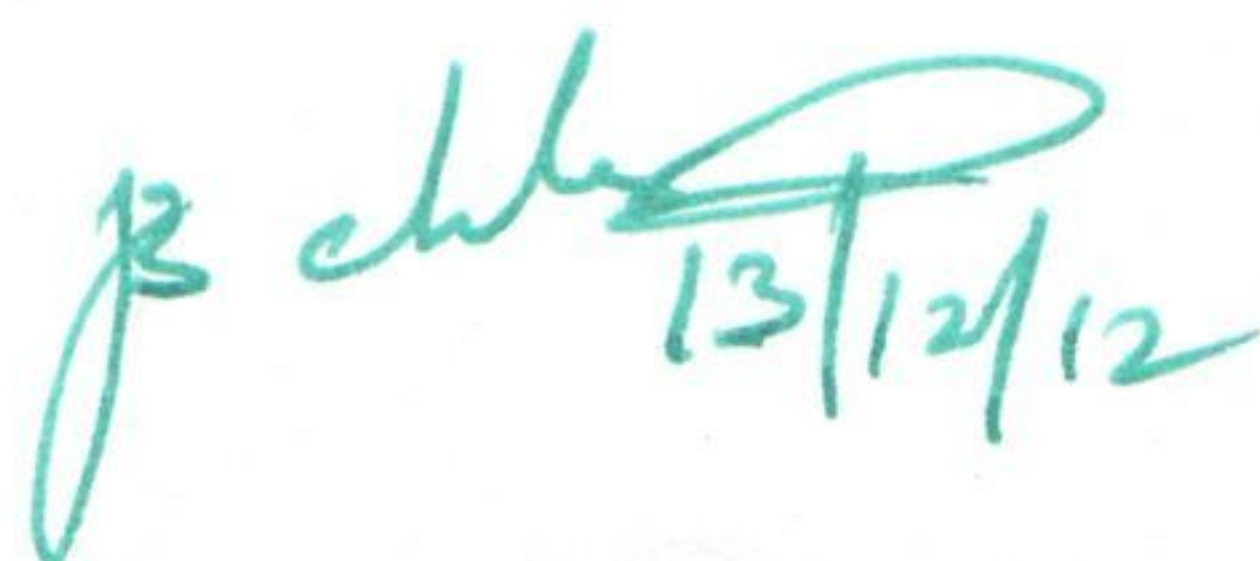
2.3 "Applicable laws" means the laws of India and all the statutes, rules, regulations, ordinances, notifications, orders, guidelines and policies notified or promulgated pursuant thereto and modifications thereof in force from time to time.

2.4 "Team" means a group of not more than 5 students pursuing a full time course offered by the Institute excluding any students pursuing such course through distance learning. One student may also constitute a Team. The participating students should be in the final year or penultimate year of the course; however, the same shall not be applicable to students pursuing PhD. A company, partnership, limited liability partnership or sole proprietorship availing the facilities of incubation cell or similar facilities of an Institute may also form a Team provided that in case of a partnership or limited liability partnership all the partners should individually register for the Program.

2.5 "Mentor" means such member of the faculty who the Team may, in consultation with the respective Institute, designate / select to guide the Team with respect to the Program or any particular term / stage of the Program.

2.6 "Intellectual Property" shall mean and include any right, title or interest whatsoever in, to or over any of the trademarks, patents, service marks, designs, logos, copyrights, (whether registered or unregistered), including the right to file for registration and as more specifically defined under clause 7.

2.7 "Intellectual Property Rights" means all the rights over Intellectual Property.





### 3. REPRESENTATIONS AND WARRANTIES BY ICICI BANK

3.1 All the information provided by ICICI Bank to the Institute are true and accurate in all material respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties wherever provided by ICICI Bank to the Institute shall be deemed to form part of the representations and warranties herein made.

3.2 ICICI Bank has obtained all necessary approvals, registrations and certifications required from relevant authorities and internally for the purposes of organizing the Program and for fulfilling its obligations as set out in this MOU.

3.3 ICICI Bank shall ensure that such approvals, registrations and certifications will remain in force, including by taking prompt steps for renewal of the same.

3.4 ICICI Bank is in compliance with and shall continue to comply with all Applicable Laws which govern it from time to time with respect to this MOU.

### 4 REPRESENTATIONS AND WARRANTIES BY THE INSTITUTE

4.1 All the information provided by the Institute to ICICI Bank are true and accurate in all material respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties wherever provided by the Institute to ICICI Bank shall be deemed to form part of the representations and warranties herein made.

4.2 The Institute has obtained all necessary approvals, registrations and certifications required from relevant authorities and internally for the purposes of being involved in the Program and for fulfilling its obligations as set out in this MOU.

4.3 The Institute shall ensure that such approvals, registrations and certifications will remain in force, including by taking prompt steps for renewal of the same.

4.4 The Institute is in compliance with and shall continue to comply with all Applicable Laws, which govern it from time to time with respect to this MOU.

### 5 RIGHTS AND OBLIGATIONS OF ICICI BANK

5.1 ICICI Bank shall decide the areas of invention / innovation which it wants to cover under the Program, the various stages under the Program, the date / period of each stage, the jury for each stage and the selection criteria of projects / ideas / concept notes / prototypes submitted under the Program. The decision of ICICI Bank in this regard shall be final and binding.

5.2 ICICI Bank shall have sole discretion to determine eligibility criteria for participating in the Program as well as to select the participating teams for the Program.

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5.3 ICICI Bank reserves the sole and absolute right to invite registrations for the Program from interested participants other than students of the Institute. Such interested participants can be students of other participating institutes as well as third parties.

5.4 The jury appointed by ICICI Bank shall make recommendations to ICICI Bank, as regards projects / ideas / concept notes, submitted under this Program, for which they would like the respective Team/s submitting such projects/ideas/concept notes to develop a prototype, as may be applicable in each case. ICICI Bank / the jury reserves the right to ask for a detailed report and conduct discussions and interviews with the Team for this purpose.

5.5 ICICI Bank shall, in discussion with the Team/s selected for the prototype development stage, decide the time period within which the concerned Team/s shall be required to develop the prototype. ICICI Bank shall, at its sole discretion, fund the development of the prototype as per the estimates agreed with the respective Team/s. In the event that the qualifying Team withdraws from the Program at this stage, ICICI Bank shall have sole discretion to assign development of the prototype to another Team from the same Institute in place of the withdrawing Team and/or to some other Team of a different participating institute and/or any third party in its sole and absolute discretion.

5.6 Upon successful completion of the prototype and submission of the detailed prototype development report by the Team within the set timelines, the jury appointed by ICICI Bank shall recommend the teams who have qualified for the next stage of the Program. Prior to final selection, the Team/s may be asked to travel to Mumbai/other specified location to give a presentation with respect to their prototype submitted. In such cases ICICI Bank shall organize for or cover the expenses of travel, lodging and food of the Team members only, including supervisory faculty and/or mentor.

5.7 ICICI Bank shall provide / make available such awards / benefits to the Team/s and their respective Institutes that are declared winners of the various stages in the Program, as it may deem fit in its sole and absolute discretion.

5.8 ICICI Bank may in its sole and absolute discretion decide which of the prototypes it would want to be commercialized. In such case ICICI Bank shall grant the right of first refusal to the concerned Team so that they may decide whether or not they would like to commercialize the prototype developed by them. ICICI Bank may also support the funding / arranging of funds for commercialization of the prototype, in its sole discretion. The commercialization phase may include incubation centers at the institute.

5.9 In the event the concerned Team is unwilling to commercialize the prototype then ICICI Bank shall have the sole discretion to assign the commercialization of the prototype to any other participating Team (whether of the same Institute or other participating institute) person / entity / organization / association.

5.10 While participating students may have Mentors to guide them through the various stages of Program, however ICICI Bank shall have no separate

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arrangement with such Mentor/s and it shall be the sole responsibility of the Institute to manage affairs between participating students and Mentors as regards the Program,

5.11 ICICI Bank shall share with the Institute 50 % of any royalty that it may receive with respect to commercialization of any prototype generated by the Team/s / third party provided that the concept note based on which the prototype has been generated and commercialized has been submitted by the Team of that Institute. The Institute understands that ICICI Bank shall not be charging any royalty from the Team which commercializes its own concept notes and generates the prototype thereof.

5.12 The complete ownership with respect to the ideas / concept notes / prototypes generated shall be solely and exclusively that of ICICI Bank and ICICI Bank shall have sole discretion to utilize/commercialize the prototypes so generated in the manner it deems fit. In the event a Team does not qualify for the second or the third stage or further stages of the Program then such Team can, within 60 days of being informed of the same, apply to ICICI Bank for issuing a no objection certificate which, when granted by ICICI Bank and subject to the terms stated therein, shall enable the Team to commercially or otherwise use the ideas / concept notes / prototypes generated by the Team.

ICICI Bank shall within 90 days of receiving such application, either issue such a no objection certificate to the Team or induct the team back into the Program at the relevant stage. Issue of such a certificate by ICICI Bank shall in no way restrict or otherwise affect ICICI Bank's ownership with respect to the ideas / concept notes / prototypes generated.

## 6. RIGHTS AND OBLIGATIONS OF THE INSTITUTE

6.1 Institute shall assist ICICI Bank in promotion of the Program and registration by the interested students for the Program.

6.2 The Institute shall permit their Team/s to use the Institute's facilities and infrastructure for their participation in the Program.

6.3 The Institute may, in consultation with the respective Team, provide them with a Mentor who shall be a member of the Institute's faculty, to guide the team with respect to the Program.

6.4 Notwithstanding anything contained in this MOU, the Institute may, in its sole and absolute discretion, subject to Applicable Laws, utilize the royalty received by it under this MOU in the manner it deems fit.

6.5 The Institute shall nominate a coordinator who will co-ordinate with the Bank for timely verifying the identities of Participants / users of incubation cell facilities from the Institute and such other activities as required by the Bank from time to time during the entire course of the program. ICICI Bank shall entirely depend on the verification done by the coordinator appointed by the Institute for this purpose and shall not be required to do any separate verification in this regard.

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## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 Unless otherwise agreed to in writing, ICICI Bank shall have exclusive ownership rights, for perpetuity in accordance with applicable laws, over all the submitted projects/ ideas/ concepts notes/prototypes generated under the Program ("Intellectual Property Rights"). The Institute understands that all above referred data/submissions made by the students under the Program could be used in future by the Bank for commercial/ non-commercial or any other purposes as permissible in its sole discretion and as it deems fit.

### 7.2 The Institute:

7.2.1 acknowledges and agrees that it does not and shall not, nor shall it be deemed to, acquire at any time hereafter nor shall it claim or assert any right, title or interest whatsoever in, to or over any of Intellectual Property including the ideas/concept notes/prototypes belonging to the ICICI Bank by the virtue of the rights granted to it under this MOU or through its use of such Intellectual Property;

7.2.2 agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the ownership of ICICI Bank on such Intellectual Property Rights;

7.2.3 However, the ideas/ concept notes in which ICICI Bank has Intellectual Property Rights may be used by the Institute for academic purposes exclusively, after obtaining the prior written consent of ICICI Bank. The Institute shall not use such ideas/concept notes for any commercialization purposes, whatsoever.

## 8. RESOLUTION OF DISPUTES:

### [A] Resolution of Disputes involving Teams / Mentors:

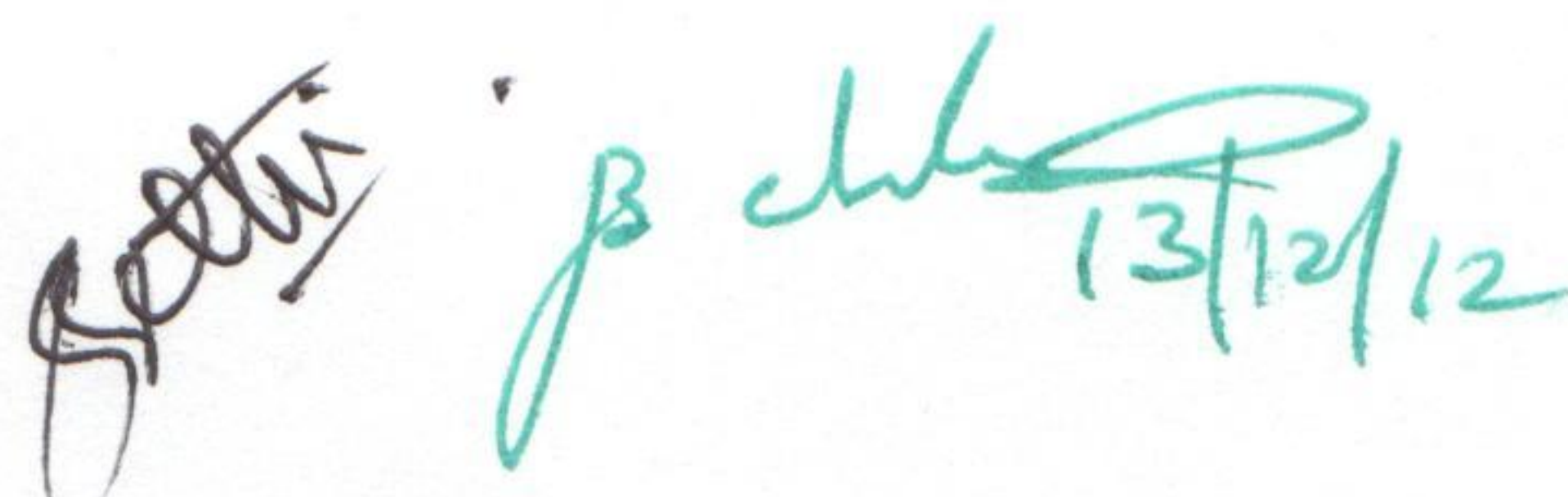
8.1 Any dispute between the Team/s of the Institute and/or between the Teams and the Mentor with regard to any aspect of the Program including but not limited to claim over the title to any projects / ideas / concept notes submitted / prototypes generated under this Program shall be resolved by a committee appointed by the Parties in this regard.

8.2 The committee so appointed shall consist of one person selected by ICICI Bank, one person selected by the management of the Institute and a third neutral and independent person mutually selected by above said representatives of Parties.

8.3 Any decision passed by the committee shall be final and binding in all respects on the Team/s of the Institute, and the Mentor where applicable. In the event any such decision is disputed by a Team or a Mentor, decision of ICICI Bank shall be final and binding.

### [B] Resolution of Disputes between the Parties

8.4 Any and all disputes between the Parties arising out of or in connection with this MOU or its performance (including the validity of this MOU ) (each a

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"Dispute") shall, so far as is possible, be settled amicably between the Parties.

8.5 If after a period of thirty (30) Business Days from a Party notifying the other of the existence of a Dispute, the Parties have failed to reach an amicable settlement, each Party will designate a senior management personnel to meet in person to resolve the Dispute within an additional period of ten (10) Business Days. If after such additional period the Dispute has not been resolved then such Dispute shall be settled by binding arbitration at the request of either of the Party serving a written notice to that effect on the other.

8.6 Such arbitration shall be under and in terms of the Arbitration and Conciliation Act, 1996 and the place of arbitration shall be Mumbai. All proceedings of such arbitration shall be in the English language.

8.7 The arbitration panel shall consist of three (3) arbitrators. Such arbitrators shall be selected in the following manner: (a) within twenty (20) Business Days of Dispute notice by a Party seeking arbitration, each Party shall appoint one individual as an arbitrator; (b) within ten (10) Business Days after the appointment of the two arbitrators, the two chosen arbitrators shall mutually agree upon the selection of the third arbitrator; (c) in the event the two chosen arbitrators cannot agree upon the selection of the third arbitrator, the third arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

8.8 The arbitration award rendered shall be final and binding on the Parties.

8.9 Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the courts at Mumbai, which shall have exclusive jurisdiction. The pursuit of equitable or injunctive relief shall not be a waiver of the Parties to pursue any remedy for monetary damages through the arbitration described in this Section.

8.10 Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitration panel direct otherwise.

## 9. CONFIDENTIALITY

9.1 All details, documents, data, applications, software, systems, papers, statements and business information which is communicated / submitted by ICICI Bank or any of its authorised representatives to the Institute, Mentor/s, Teams and /or its faculty and any projects / ideas / concepts notes / prototypes submitted under this Program by the Team/s to ICICI Bank shall be regarded as confidential information ("Confidential Information of ICICI Bank"). All Confidential Information of ICICI Bank shall be treated as absolutely confidential and the Institute irrevocably agrees and undertakes to ensure that the Institute, Team/s and its faculty, including Mentors shall keep the same secret and confidential and that they shall not disclose the same, in whole or in part to any person without the prior written permission of ICICI Bank nor shall use or allow to be used any Confidential Information of ICICI Bank, other than as may be necessary for the due

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performance of the Institute's obligation/s under the MOU. The Institute agrees to ensure that its faculty, Team/s, Mentors and other staff also undertake a similar obligation as contained in this clause.

9.2 The Institute shall ensure that the access to Confidential Information of ICICI Bank by the faculty, Team/s, Mentors and other staff of the Institute shall be on "need to know" basis i.e. limited to those areas where the information is required in order to perform the obligations under this MOU.

9.3 All details, documents, data, applications, software, systems, papers, statements and business information which is communicated / submitted by the University or any of its authorised representatives to ICICI Bank shall be regarded as confidential information ("Confidential Information of the University"). All Confidential Information of the University shall be treated as absolutely confidential and ICICI Bank irrevocably agrees and undertakes to ensure that ICICI Bank and its personnel and representatives shall keep the same secret and confidential and that they shall not disclose the same, in whole or in part to any person without the prior written permission of the University nor shall use or allow to be used any Confidential Information of the University, other than as may be necessary for the due performance of ICICI Bank's obligation/s under the MOU. ICICI Bank agrees to ensure that its personnel and representatives also undertake a similar obligation as contained in this clause.

9.4 ICICI Bank shall ensure that the access to Confidential Information of the University by the personnel and representatives of ICICI Bank shall be on "need to know" basis i.e. limited to those areas where the information is required in order to perform the obligations under this MOU.

9.5 The Confidential Information of ICICI Bank and Confidential Information of the University shall together be referred to as "Confidential Information".

9.6 The Parties agree:

9.6.1 To take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration.

9.6.2 Not to misuse or permit misuse directly or indirectly, or commercially exploit the Confidential Information for economic or other benefit in any manner other than as agreed to.

9.6.3 Not to make or retain any copies or record of any Confidential Information other than as may be required for the performance of the Party's obligations under the MOU.

9.6.4 To notify the other Party of any unauthorized or improper use or disclosure of the Confidential Information.

9.6.5 To return all the Confidential Information of a Party that is in the custody of the other Party upon termination/expiry of the MOU.



9.7 The Parties shall ensure that they have appropriate mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all Confidential Information.

9.8 The Institute shall not disclose the contents of the MOU or any details pertaining to the Program to any third party without the prior written permission of ICICI Bank.

9.9 Nothing contained herein shall be applicable to any information required to be provided to any statutory / regulatory / government authority under Applicable Laws.

9.10 The provisions of this clause shall survive the termination of the MOU for a period of 6 years.

#### 10. ASSIGNMENT

The Institute shall not assign or transfer all or any of its rights, benefits or obligations under this MOU without obtaining ICICI Bank's prior written approval. ICICI Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this MOU to any person.

#### 11. TERM AND TERMINATION

11.1 The MOU shall continue to be in force till December 31, 2014.

11.2 Either Party may terminate this MOU by providing 90 days prior written notice.

11.3 The Parties hereby agree that the term of this MOU may be extended/ renewed for a further period by prior mutual consent in writing and in accordance with such terms and conditions as agreed between the Institute and ICICI Bank in writing.

11.4 Notwithstanding anything herein contained, either Party may, by providing notice in writing to the other Party, immediately terminate the MOU under any one or more of the following conditions:

11.4.1 In case the other Party has committed a material breach of any of the representations and warranties provided by it under this MOU.

11.4.2 In case the other Party has committed a material breach of any of its obligations under this MOU.

11.4.3 In case the other Party and/or any of its personnel commits a fraud, willful misconduct or gross negligence with respect to the activity being carried out under this MOU.

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11.4.4 If it is no longer possible to continue with this arrangement due to change in Applicable laws or the interpretation thereof.

11.5 The termination of this MOU shall not affect the rights and obligations of either Party with respect to Team/s which have registered for this Program before the termination date and continue to participate in the Program.

11.6 Upon termination of this MOU, ICICI Bank may continue to engage with the Team/s for prototype development and commercialization of the same and the Institute shall not raise any objection in this regard.

## 12. LIMITATION OF LIABILITY

Notwithstanding anything contained in the MOU or in any other document:

12.1 Under no circumstances shall ICICI Bank be liable to the Institute for any direct, indirect, incidental, consequential, special or exemplary damages arising with respect to the Program / activities carried on under the MOU or the termination of this MOU, even if ICICI Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

12.2 ICICI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions, or other proceedings against the Institute or its students / faculty / personnel or any other person engaged by the Institute in relation to the Program and/or arrangement contemplated under the MOU.

## 13. INDEMNITY

13.1 The Institute hereby indemnifies and holds harmless ICICI Bank, its affiliates, directors, officers, employees and personnel from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or based upon

13.1.1 any untrue statement or misrepresentation of a material fact or an omission to state a material fact therein;

13.1.2 any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Institute or its faculty, Mentors, employees, personnel or authorized representatives.

13.1.3 Notwithstanding the generality of the foregoing, in no circumstances shall the Institute or any of its affiliates or its or their respective faculty, Mentors, employees, personnel or authorized representatives be liable for any indirect, special, punitive, consequential or incidental losses, claims or damages arising out of or in any manner connected with this MOU or for any loss attributable to ICICI Bank, its affiliates or its or their respective directors, employees, personnel or authorized representatives.

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13.1.4 The Institute shall be liable to pay such amounts to ICICI Bank as determined by ICICI Bank post discussion with the Institute under this provision and ICICI Bank shall be, without prejudice to its other rights and remedies, entitled to adjust the amounts so determined to be due from the Institute against the future payments due by ICICI Bank to the Institute.

13.1.5 The Institute shall co-operate fully in defending any claim/s by any local, state or central authority against ICICI Bank with respect to any levies, taxes, duties, fines, and/or penalties etc. due and payable by the Institute, and shall indemnify ICICI Bank, fully and without limit, against the same.

13.1.6 The provisions of this clause shall survive the termination of the MOU.

#### 14. GOVERNING LAW AND JURISDICTION

14.1 The provisions of this MOU shall be subject to the laws of India.

14.2 Unless otherwise specified, all disputes, differences, claims and questions between the Parties hereto arising out of this MOU or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, shall be subject to the exclusive jurisdiction of the courts and tribunals in Mumbai.

#### 15. NOTICE

Any notice, communication or documents to be given by a Party to the other Party may be given by personal delivery, courier, and registered post at the address hereinafter mentioned. The notice shall be deemed to have been served upon the Party to whom it is given, if delivered by hand, upon delivery, if given by post on expiration of three days of postage and if given by fax upon acknowledged transmission thereof. Further the Parties agree that the notice shall be served on the person specified herein by both the Parties as the Designated Person.

Designated Person for Institute:

Name : **Dr. B. Chennakesava Rao**  
Designation : **Principal**  
Contact Details : CBIT, Gandipet, Hyderabad - 500 075  
Direct no : 040 - 2419 3276  
FAX : 040 - 2419 3278

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Designated person for ICICI Bank

Name : Parabesh De  
Designation : Manager  
Contact details : ICICI Bank, North Tower, 8 th Floor,  
East Wing, Bandra Kurla Complex, Mumbai – 400051  
Direct no : +91 22 26536859  
FAX : +91 22 26531260

Changes in the designated person are to be communicated by the authorised person of the Party desirous of changing its designated person to the other Party.

16. CHANGES/AMENDMENTS

No modification or amendment of this MOU hereto shall be binding unless made specifically in writing, by the mutual consent of the Parties.

17. COUNTERPARTS

This MOU may be executed in more than one counterparts, each of which when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

18. SEVERABILITY


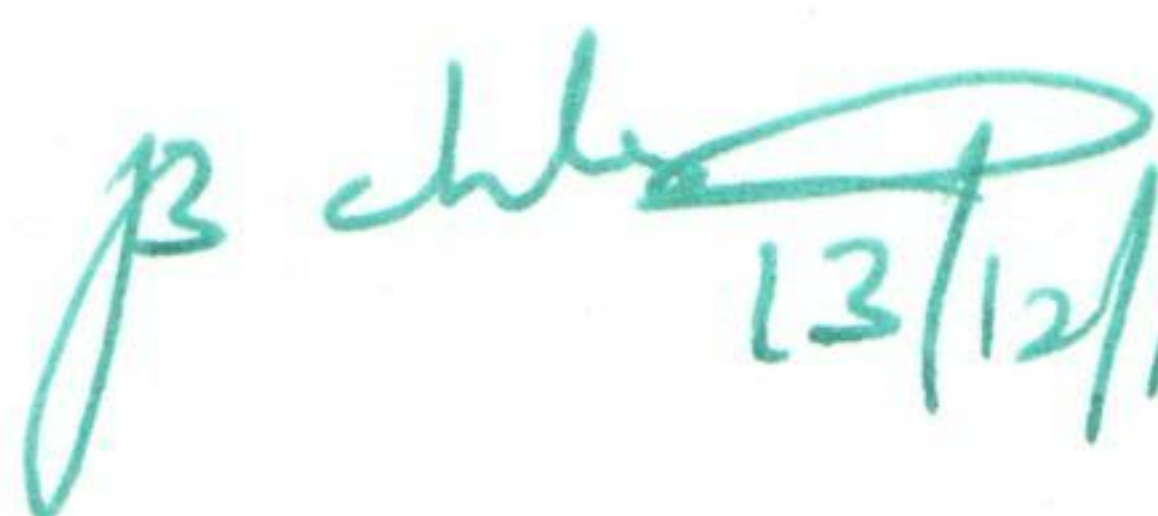
If any portion of this MOU shall be declared invalid by order, decree or judgement of a court of competent jurisdiction, this MOU shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this MOU.

19. NON – EXCLUSIVITY

Nothing contained in this MOU shall in any manner restrict either Parties from entering into similar arrangements with third parties.

20. ENTIRE AGREEMENT

This MOU contains the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior understandings and representations between the Parties with respect to the matters contained in this MOU.

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IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year first above written, in two counterparts, one such counterpart to be retained by ICICI Bank and the other by the Institute.

SIGNED by

:

ICICI Bank through its Authorized Signatory

:

Mr. Sandeep Sethi,  
General Manager, Service  
Improvement & Innovation Group

ICICI Bank Limited

:

Signature

:



In the presence of:

:

Name of Witness

:

Ms. Anindita Chatterjee

Signature of witness

:

*[Handwritten signature of Ms. Anindita Chatterjee]*

SIGNED by

:

Dr. B. Chennakesava Rao, Principal

Institute through its Authorized Signatory

:

*[Handwritten signature of Dr. B. Chennakesava Rao]*  
13/12/12  
**PRINCIPAL**  
**Chaitanya Bharathi Institute**  
**Of Technology**  
**GANDIPET,**  
**HYDERABAD-500 070**

Name of the Institute

: CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY

In the presence of

:

*[Handwritten signature of Dr. P. Ravinder Reddy]*  
Dr. P. Ravinder Reddy, Incharge R & D &  
HOD, Mechanical Engineering.



*[Handwritten signature]*

*[Handwritten signature]*  
13/12/12  
**PRINCIPAL**  
**Chaitanya Bharathi Institute**  
**Of Technology**  
**GANDIPET,**  
**HYDERABAD-500 070**

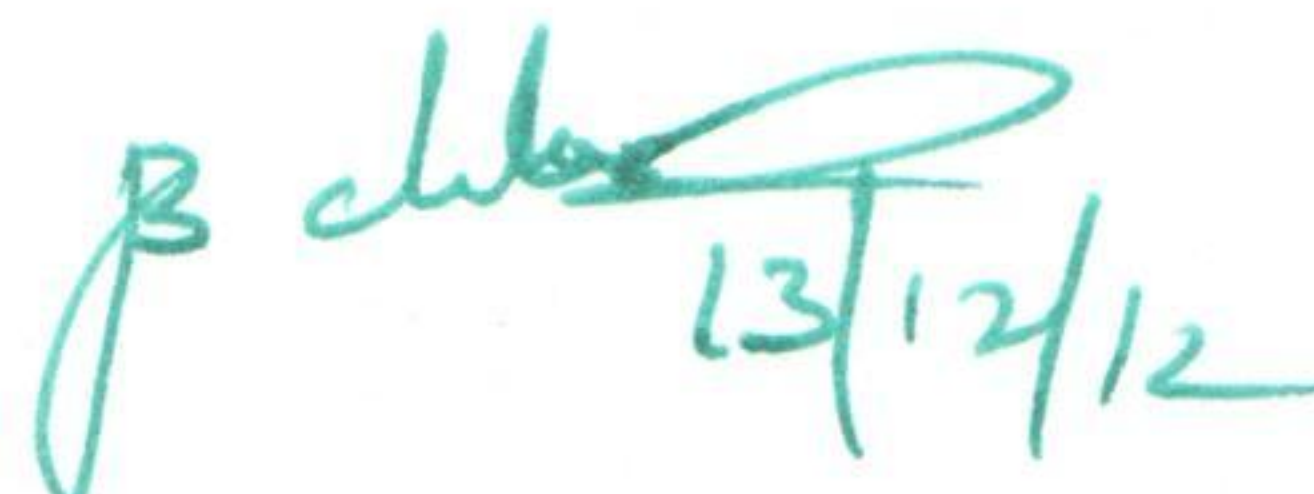


Name of Witness

: N.L.N. Reddy, T &PO.,

Signature of witness

: 

  
13/12/12

**PRINCIPAL**  
**Chaitanya Bharathi Institute**  
**Of Technology**  
**GANDIPET,**  
**HYDERABAD-500 078**