

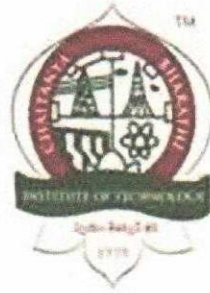
**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**LEARNWIK SOLUTIONS PRIVATE LIMITED  
HSR LAYOUT, BANGALORE**

**AND**



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

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** ("MOU" also called "Agreement") is entered into from this "Date 27-05-2023" for a period of 2 Years.

**Party 1 - CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY, Hyderabad, Telangana-500075**

**AND**

**Party 2 - LEARNWIK SOLUTIONS PRIVATE LIMITED, HSR LAYOUT, BANGALORE-560068**  
represented herein by its Managing Director Mr. Sai Shanthan Poshini

### 1. Introduction

**Party 1 - CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY (CBIT(A))**, 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(A) 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(A) has scaled great heights both Nationally and Internationally in Industry and Global Universities.

**Party 2 – LEARNWIK SOLUTIONS PRIVATE LIMITED (BANGALORE)**, - the Second Party is engaged in the field of online education / teaching / training, which provides an online platform for trainers & learners, to access each other services / requirements, for a commercial consideration and also assist in providing placement opportunities for students.

### 2. Recitals

**LEARNWIK SOLUTIONS PRIVATE LIMITED** is interested in engaging with CBIT (A) in areas of mutual interest as framework outlined below but not necessarily restricted to those mentioned below.

CBIT(A) 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

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Karnataka, India.

*T. Shobha*

*Sai Shanthan Poshini*

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 (A) to conduct various Programs. After studying the strengths and objectives, **LEARNWIK SOLUTIONS PRIVATE LIMITED** and **CBIT (A)** agreed that they can share the expertise available at both ends for mutual benefits in the field of education, training, social development and enter in MoU. Based on the discussion held among the faculty Members CBIT (A) and **LEARNWIK SOLUTIONS PRIVATE LIMITED** certain thematic areas / programmers has been identified for mutual collaboration. The Benefits of Skill Based Education are follows.

- Advanced & practical learning for the budding technocrats of India, through exclusively designed and developed programs by **LEARNWIK SOLUTIONS PRIVATE LIMITED INDIA**.
- Participants will get a 360-degree exposure i.e. Theoretical Knowledge, Hands on Experience, Industrial Skills & Career Building opportunities.

It is further agreed that this agreement is being signed by the parties without any pressure, influence, or any type of compulsion. **CBIT (A)** and **LEARNWIK SOLUTIONS PRIVATE LIMITED** propose to collaborate through. **LEARNWIK SOLUTIONS PRIVATE LIMITED** every year will conduct the following programs at CBIT (A) in every year based on mutual interest and discussion.

1. Summer Training Program
  2. Online Training Program
  3. Skill Development Program
  4. Skill Awareness Program
  5. Campus Recruitment Training (CRT)
1. Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE internship Portal for the benefit of students.
  2. Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
  3. Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
  4. There is no financial commitment on either of the parties, to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
  5. Both Parties to obtain an internal approvals, consents, permissions, and licenses of what so ever nature required.

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Karnataka, India.

*T. Analy*

*Sanjesh J*

6. Exploring the incubation of start-up ideas.

In consideration of the above recitals and the mutual benefits to be derived hereafter, the parties agree to enter into an Agreement as follows:

**ARTICLE – I: Scope of the MoU**

This document outlines a strategic understanding between LEARNWIK SOLUTIONS PRIVATE LIMITED and CBIT (A) works together for Skill Based Education. The primary aim of this partnership is to aid in establishing a high- quality people repository in technology and allied fields. This will help CBIT to teach and train their students on strategic and innovation technologies and equip the students, faculty of the CBIT towards attaining skills in cutting-edge technologies in allied areas of engineering & technology.

**ARTICLE – II: Scope and Terms of Interactions**

Both CBIT (A) and LEARNWIK SOLUTIONS PRIVATE LIMITED shall encourage interactions between both the Institutes, Students & Staff and Engineers, of both the organizations through the following arrangements:

1. Both CBIT (A) and LEARNWIK SOLUTIONS PRIVATE LIMITED will plan to work on Joint development projects of Mutual Interest and also explore for joint working on Govt. funded projects based on mutual agreement.
2. Practical training of CBIT (A) students at CBIT Campus / in the form of One-full Semester Internship at LearnWik Solutions, by mutual agreement.
3. Joint guidance of student projects/thesis in various technical areas and other areas of national interest at CBIT (A) by LEARNWIK SOLUTIONS PRIVATE LIMITED on mutual agreement.
4. Summer Training Program
5. Online Training Program
6. Skill Development/awareness Program and Faculty Development Program
7. There will be no restriction on the contents of the project/report/thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
8. If the outcome of an Internship or the Thesis work or the combined project results into an intellectual property, for which rights can be secured, it will be decided on case-to-case basis depending upon the contribution from both the Institution. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. will be decided on case- to-case basis after mutual consultation and agreement.
9. CBIT <sup>should</sup> provide the following infrastructure facilities during this training program.
  - The needful infrastructure of class area, manpower and electrical connections for the classroom equipped with all essential necessities.
  - Necessary fabrication lab space & workshop along with tools. Necessary machines for fabrication process.

\* will explore to

based on availability  
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Karnataka, India.

Teach by

Rupesh J

- Accommodation, Hospitality and Local Transportation will be provided to all the trainers, experts, speakers and Guests based on mutual discussion <sup>in the college bus</sup> and availability.
10. LEARNWIK SOLUTIONS PRIVATE LIMITED will provide its social platform for the publicity of CBIT.
  11. LEARNWIK SOLUTIONS PRIVATE LIMITED will provide hosting certificate to the CBIT.
  12. The program execution will be done with mutual discussion and agreement of both the parties.
  13. There is no financial commitment from either side. Any such aspects will be discussed mutually and a separate agreement will be signed if necessary

#### ARTICLE-III: Sharing of Facilities

- a) LEARNWIK SOLUTIONS PRIVATE LIMITED shall extend its facilities for CBIT(A) students towards the smooth conduct of Internships, expert lecture and Projects depending on their convenience and availability of time & staff.
- b) LEARNWIK SOLUTIONS PRIVATE LIMITED provides access to the library facilities to the members of faculty and students as per the LEARNWIK SOLUTIONS PRIVATE LIMITED rules and norms.
- c) LEARNWIK SOLUTIONS PRIVATE LIMITED will also share its facilities with CBIT as per LEARNWIK SOLUTIONS PRIVATE LIMITED norms.

#### ARTICLE-IV: Effective Date and Duration of the MoU

- a) This MoU will be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU will be for a period of 2 years from the effective date which may be extended after mutual understanding. However, if any Important combined projects are under execution, both parties agree to complete the work even the MoU is not effective after two years.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than one month by either party. However, termination of the MoU will not in any manner affect the interests of the students & faculty who have been admitted to pursue a Training/Project under the MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of LEARNWIK SOLUTIONS PRIVATE LIMITED and CBIT(A).

#### ARTICLE - V: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, will be decided by CBIT and LEARNWIK SOLUTIONS PRIVATE LIMITED based on Mutual agreement.

#### ARTICLE – VI: Confidentiality

During the tenure of the MoU both CBIT(A) and LEARNWIK SOLUTIONS PRIVATE LIMITED will maintain strict confidentiality and prevent disclosure of all the information and data

exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both CBIT(A) and LEARNWIK SOLUTIONS PRIVATE LIMITED shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS. Further both CBIT(A) and LEARNWIK SOLUTIONS PRIVATE LIMITED should put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information should not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain.
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE – VII: Amendments

Any amendment and/or addenda to the AGREEMENT should be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### ARTICLE – VIII: Compensation, Force Measure, Approval and Dispute Settlement

##### a) Compensation

Neither Party shall be liable to the other for any incidental, indirect, special or consequential damages, including but not limited, to loss of profits, loss of use, loss of revenues or damages to business or reputation arising out of or in connection with this Agreement or any aspect thereof. Neither Party shall be liable to the other by reason of the termination or expiry of this Agreement for compensation or damages on account

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*Rupesh J*

of the loss of prospective business or on account of expenditures in expectation thereof.

**b) Force Majeure**

Any delay or failure in performance by the party to this Agreement, shall not constitute default hereunder to give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party including but not limited to acts of Nature, Strikes, Lock outs or other concerted acts of workmen, fires, floods, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, pandemic situation, civil commotion and criminal acts of third persons. If the project under execution is delayed by such force majeure, then upon the happening of such delay, the parties within 30 days of the happening of such event, shall give notice in writing, requesting for extension of time indicating the period for which extension is desired. Efforts will be made by both parties to give fair and reasonable extension of time for the projects at their discretion but no monetary allowances shall be made unless it is mutually agreed.

**c) Approval of the MoU**

This Agreement may be signed by authorized officials, whether by original signature or by scanned signature due to the current situation (provided the pdf documents accompanied with official email), signature/approval over official email, with the same effect as if the signature to any counterpart was an original signature upon the same instrument.

**d) 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

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Karnataka, India.

*G. Chowley*

*Rupesh J*

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.

For

LearnWik Solutions Private Limited  
Bangalore

By   
For LEARNWIK SOLUTIONS PVT. LTD.  
Mr. Sai Shanthan Poshini  
Managing Director  
Director

Witness:

  
Director

For

Chaitanya Bharathi Institute of Technology  
Hyderabad

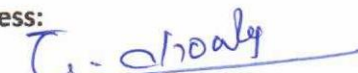


By

Dr. P. Ravinder Reddy  
Principal



Witness:

  
Adviser (I&I)  
Director - Incubation & Innovation  
R&E Hub, CBIT(A)  
Gandipet, Hyderabad-500075



15/4/23

Sub: - To register as start-up under MSME  
Business Incubation.



Name of the Applicant: POSHINI SAI SHANTHAN  
Address: 2-6-1086/1 KLN REDDY COLONY HANAMKONDA, WARANGAL  
Contact Number: 9492672463  
Email ID: saishanthan@learnwik.co

Mentors Details: Not Applicable

Educational Background: MASTER OF TECHNOLOGY IN ARTIFICIAL INTELLIGENCE & DATA SCIENCE (Roll No: 160120768008) at Chaitanya Bharathi Institute of Technology, 2021-22 Batch. (Final year)

CBIT student having MSME company.

Previous Experience: NULL

Other Promoters Team Member's Details: KUNDELLA VIJAYA KRISHNA YADAV, LAVAN KUMAR REDDY GADIKOTA, KONDURU NITHIN VARMA, RUPESH JADA

Date of Submission of Proposal: 27/03/2023

**1. A brief description about the social problem your business idea will solve.**

Learnwik Solutions aim to solve various social problems related to education, including access to quality education, affordability, and engagement. With the help of technology, we offer innovative solutions to address the challenges that many students and educators face in traditional learning environments.

One of the key social problems that Learnwik Solutions aims to solve is the lack of access to quality education. In many parts of the world, students face challenges such as a shortage of teachers, inadequate infrastructure, and limited resources. Learnwik Solutions offer solutions such as online learning platforms, digital textbooks, and interactive educational tools that can help overcome these challenges and provide access to high-quality education.

Affordability is another social problem that we seek to address. Traditional education can be expensive, and not everyone can afford to pay for it. We provide affordable alternatives such as online courses, digital resources, and subscription-based models that can help make education more accessible to all.

Finally, we also aim to improve student engagement and motivation. Many students struggle to stay engaged and motivated in traditional learning environments, which can lead to poor academic performance and a lack of interest in learning. We offer solutions such as personalized learning experiences, and interactive educational content that can help improve student engagement and motivation.

Overall, we aim to address various social problems related to education, with the ultimate goal of making high-quality education accessible, affordable, and engaging for all students.

Note: - Respected Sir, one of the CBIT Alumni would like to register in MSME Business Incubation at CBIT for support and enhancing his start-up operation as MSME. May please be approved to process his application.

T. Chowley  
#154, Royal Space, 1537/5th Main Rd, Rajiv Gandhi Nagar, HSR Layout, Bengaluru, Karnataka 560102.  
Principal, CBIT

T. Chowley  
15/4/23  
The enclosed MOU has been checked.  
27/5/23  
Advisor (I&I)



सत्यमेव जयते

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) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that **LEARNWIK SOLUTIONS PRIVATE LIMITED** is incorporated on this Third day of October Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is **U80903KA2022PTC166676**.

The Permanent Account Number (PAN) of the company is **AAFCL1876R** \*

The Tax Deduction and Collection Account Number (TAN) of the company is **BLRL09229D** \*

Given under my hand at Manesar this Third day of October Two thousand twenty-two .

DS MINISTRY OF  
CORPORATE AFFAIRS 10

Digital Signature Certificate  
Ms Sheetal Kumari

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](http://www.mca.gov.in)

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

LEARNWIK SOLUTIONS PRIVATE LIMITED

No-154, SY No. 20.5, Royal space,, 5th Main, Madina Nagar,

Bommanahalli,, BANGALORE, Bangalore, Karnataka, India, 560068



\* as issued by the Income Tax Department

This will be uploaded  
for AR 11A & IIC .

# Learnwik Solutions Private Limited

Track this company



Basic Information



Documents



Trademarks



Directors



Map

## Directors of LEARNWIK SOLUTIONS PRIVATE LIMITED

| Director Identification Number | Name                            | Designation | Date of Appointment |
|--------------------------------|---------------------------------|-------------|---------------------|
| 09754326                       | KUNDELLA VIJAYA KRISHNA YADAV ✓ | Director    | 03 October 2022     |
| 09754324                       | RUPESH JADA ✓                   | Director    | 03 October 2022     |
| 09754325                       | LAVAN KUMAR REDDY GADIKOTA      | Director    | 03 October 2022     |

for ARHA & LLC  
this can be updated