

MEMORANDUM OF UNDERSTANDING

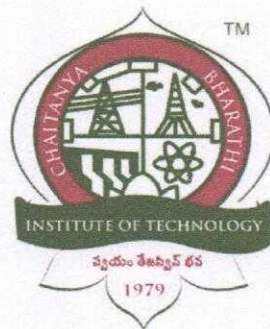
Between

Constelli Signals Pvt Ltd, Hyderabad

 CONSTELLI

&

**CHAITANYA BHARATHI INSTITUTE OF
TECHNOLOGY, Hyderabad**



Memorandum of Understanding

This **Memorandum of Understanding** (“MOU” also called “Agreement”) is made as of the 10th of January, 2024 between **Chaitanya Bharathi Institute of Technology, Hyderabad** (here in after called “CBIT” or “Institute”) and **M/s Constelli Signals Pvt Ltd, Hyderabad** (having its office at 5th Floor, DGS Prime, near CSR Building, Siddhi Vinayak Nagar, Madhapur, Hyderabad, Telangana 500081) hereinafter called “**Constelli Signals**” or “**Industry**”.

Preamble:

This Memorandum of understanding is made between CBIT and **Constelli** on 19th February, 2024.

Between

Chaitanya Bharathi Institute of Technology, Gandipet, Hyderabad, established in the year 1979, esteemed as one of the premier engineering college in the states of Telangana and Andhra Pradesh. (Herein referred to as CBIT which expression shall unless repugnant to the context of the meaning) as FIRST PART

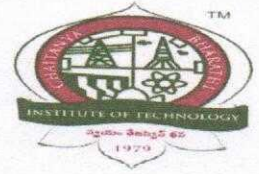
And

Constelli, 5th Floor, DGS Prime, near CSR Building, Siddhi Vinayak Nagar, Madhapur, Hyderabad, Telangana 500081. (Herein referred to as **Constelli** which expression shall unless repugnant to the context of the meaning) as SECOND PART

1. Introduction

A. Constelli, a group of young and enthusiastic engineers, domain experts, and experienced sales executives providing turnkey solutions to challenging requirements in Signal Processing. We work on leading technologies in Signal Processing solving problems in Defence and Aerospace fields. Our solutions range from tactical radios to radars, and from research to mission critical applications. We believe in our core values and give extreme importance to people and respect their thoughts, freedom,





and growth. The work culture enables every individual to come up with new ideas & innovate, take ownership, communicate openly, share knowledge and add value to entire organization.

B. CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY (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.

Constelli is a technology startup based out of Hyderabad, India. We work on leading technologies in Signal Processing solving problems in Defense and Aerospace fields. The Company Provides solutions range from tactical radios to radars, and from research to mission critical applications.

2. Recitals

'Constelli' is interested in engaging with CBIT in areas of mutual interest as framework outlined below but not necessarily restricted to those mentioned in 2.1 to 2.10.

CBIT is having faculties with expertise in the area of Electronics & Communication, Electrical, Mechanical, 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 'Constelli', to develop new products/process and software required by the customers and the society. The Proposed Interaction will also help students of CBIT to have industry interaction and involvement in development projects taken up by 'Constelli' along with CBIT or live projects being carried out by 'Constelli' for other organizations under their internship. The industrial visits by the students will provide them with an exposure to various equipment, design and manufacturing process etc.

'Constelli' is interested in engaging with CBIT in areas of mutual interest with focus areas as follows.

- 2.1 Offering Internships to under graduate and Post graduate of ECE Department.
- 2.2 To Pursue Projects in the Communication and Electronics domain
- 2.3 Placement of under graduate and Post graduate students through Performance Measured Internships and Interview Process.
- 2.4 Mutual Work space will be offered for the Industry at the college premises for display and use their equipment's to the students and faculty of the Department.
- 2.5 Shall assist the department in the curriculum development through the recent trends in different areas of Electronics and Communication.
- 2.6 Allowing Students for the industrial visits with no financial commitment
- 2.7 Partial delivery of course content or Guest lectures as part of the industrial expertise to both UG and PG Students.
- 2.8 Delivery of Open course by the industry
- 2.9 Certification programs that leads to Placements
- 2.10 Consultancy work to be undertaken from the company to solve their white papers or a part of the work which is intended through proper documentation.
- 2.11 Conducting workshops/ Faculty Development Programmes to Faculty and students for skill upgradation.
- 2.12 The Present MOU doesn't include any financial commitment from either side.



With this MoU, Chaitanya Bharathi Institute of Technology, Gandipet, Hyderabad would like to create a new model of Industry-Institute collaboration that will serve the dual purpose of providing practical knowledge/ exposure to the students and a source of continuous research / technical interaction for the Industry.

Terms and Conditions

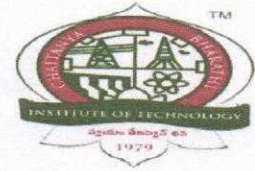
The Following are the modalities that are agreed under the provision of this MoU.

Setting up of Point-of- Contact:

The Industry and the Institute shall nominate a faculty and an employee respectively, as their Point-of-Contact for each other. Any exchange of official communication related to implementation of modalities mentioned below shall be through the Point-of –Contacts only. Both the parties shall let others informed if there are any changes in Point of Contact.

Industrial Training: The Industry shall provide certified training of duration not less than 2 weeks to the students of the Institute who have completed II SEM course work and are shortlisted by Constelli, during summer vacation in basic/advanced area of the industry's expertise . The industry shall nominate an employee as a coordinator for this activity. The industry is expected to conduct at least one test to evaluate the performance of students at the conclusion of the training. Provisions should be made to record daily Attendance/ Performance of the students that can be shared with the institute on request. The industry shall provide the successful students with a 'certificate –of-completion' after training.

BE Projects: The Industry shall provide provision for the interested student teams of Final year, BE to carry out their projects at the industry, for duration of complete one Semester. The student-teams, working on a project shall be jointly guided by the institute and industry. Institute shall allot a faculty member to guide them in institute and the industry shall allot appropriate employee to guide each team at their facility. Students should be allowed to present their work in the evaluation seminars, which will be conducted during/end of the semester.



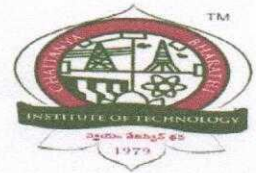
ME Projects: The Industry shall provide provision for the interested students of Final year, ME to carry out their projects at the industry, for duration of not less than 9 months. The students working on a project shall be jointly guided by the institute and industry. Institute shall allot a faculty member to guide them in institute and the industry shall allot an employee to guide each team at their facility. The Industry shall share their hardware/software infrastructure with these students so that they can complete their project in specified time. Industry can provide these students with an aim/project that serves both parties interest i.e. students can work on/ part of live project and they should be allowed to present the same as their project at institute/conferences/events. During this period students should be given relaxations for attending their mid-exams, semester-end exams and other performance evaluation related activity at the institute as and when required. The point-of-contact at the institute can convey this information to the industry's point-of-contact as and when required.

Internship or Placement: The Industry shall provide Internship to the B.E. / M.E. students it deems fit for a duration of not less than one semester. The Industry may also have provisions to later absorb, these interns as regular employees as per their due recruitment process only if the industry deems them fit for their organization. This clause is completely provisional and it is at the sole discretion and the interest of the Industry.

Curriculum Design: The Industry shall provide inputs that can help the institute to enhance its syllabus, such that it meets the requirements of the industry and current job market. The Industry's engineers may be invited as guest members in BoS/Curriculum Design meetings by the Institute.

Guest Lectures: The Industry shall provide on request by the institute, experienced engineers to present technical guest lectures, in the domain of expertise of the Industry. The Industry can also share their innovative projects/innovative experiments, etc. ., that it deems fit through these guest lectures.

Course Delivery: The Industry shall provide on request from Institute the services of experienced engineers as a guest/ visiting faculty for delivery of advanced courses/curriculum courses that are domain of expertise of the Industry.



Industrial Visit: The Industry shall allow 1 Day Industrial visit by students at their facility, in order to motivate students. The visit shall be organized by allotting a faculty coordinator from the institute and similarly a coordinators by the Industry.

Research Services: The Industry may request the Institute for the services of a faculty, deemed as expert in a given domain by granting them research projects of Industry's interest and providing them with necessary funding for carrying out the research at the institute. The faculty shall visit the Industry as and when need arise to share/collaborate with the research. The rights for the IP originated out of this service lies with the industry and the institution/faculty cannot share or publish the IP (block diagram, algorithm, source code, design, etc.) in any form without written consent from the industry.

Consultancy Services: The Industry may request the Institute for consultancy on the design/ test /review of their products /services/Design. The Institute based on the availability of domain expert faculty and required infrastructure may provide an estimate of cost and time to complete the consultancy job. The Industry may accept the proposal by providing the Institute with necessary Cost.

PhD guidance for Industry professionals: If any employee of Industry wishes to and secures admission in PhD then the Institute's domain expert faculty shall provide them with research guidance in the faculty's domain of expertise.

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 MoU details the modalities and general conditions regarding collaboration between CBIT and 'Constelli' for enhancing, within the country, the availability of highly qualified manpower in the areas of Innovative Designs of Electronics & Communications, Radars, Electronic Warfare, Antennas and CDMA / GSM Communications, etc. The area of interaction will also include training and internship of CBIT students to work on live projects at 'Constelli'. The areas of cooperation can be further extended through mutual consent.

ARTICLE – II: Scope and Terms of Interactions

Both CBIT and 'Constelli' shall encourage interactions between the Institutes, Students & Staff and Engineers, of both the organizations through the following arrangements:

1. Both CBIT and 'Constelli' will plan to work on Joint development projects of Mutual Interest.
2. Practical training of CBIT students at 'Constelli' in the form of One-full Semester Internship at 'Constelli';
3. Joint guidance of student projects/thesis in various technical areas including Microwaves, Antennas and related Technologies and other areas of National interest at CBIT by 'Constelli' on mutual agreement.
4. 'Constelli' may seek assistance/guidance of CBIT Research & Entrepreneurship (R&E) Hub for initiating any start-up company to develop new products or process along with CBIT.
5. 'Constelli' will allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
6. 'Constelli' may be allowed to showcase its business activities at the Seminar/Workshop/Conference, etc. if possible, at CBIT that will be conducted time-to-time, with necessary permission from CBIT.
7. 'Constelli' may avail library facilities at CBIT for combined projects for students' project work with necessary permission from the Institute.
8. There will be no restriction on the contents of the 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.
9. If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc.
10. 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.

ARTICLE-III: Sharing of Facilities

- a) 'Constelli' shall extend its facilities for CBIT students towards the smooth conduct of Internships, Industrial Visit and Projects depending on their convenience and availability of time & staff.
- b) CBIT and 'Constelli' may explore to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation depending upon availability of such facility without affecting their regular working.
- c) CBIT and 'Constelli' will permit the sharing of software and other components developed during any combined project work in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility regarding confidentiality terms of the software and other materials during the exchange will rest on respective Head of department of the branch/section and 'Constelli'.
- d) 'Constelli' provide access to the library facilities to the members of faculty and students as per the prevailing rules and 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 3 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 though the MoU is not effective after three 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 'Constelli' and CBIT.

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 'Constelli' based on Mutual agreement.

ARTICLE – VI: Confidentiality

During the tenure of the MoU both CBIT and 'Constelli' 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 and 'Constelli' 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 and 'Constelli' 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 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 document is 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, 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 – 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.

For
Constelli
Hyderabad

By 
Name: AVINASH REDDY CHENREDDY.
Managing Director



Witness:

(Ramya Kosuri)

Head, HR Department


(Aikya Juvvadi)

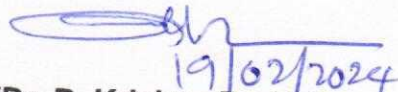
Founders' Staff



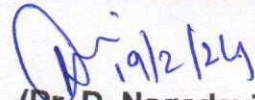
For
Chaitanya Bharathi Institute of
Technology Hyderabad

By 
Name Dr. C.V. Narasimhulu
Principal



Witness:

(Dr. D. Krishna Reddy)

Dr. D. KRISHNA REDDY
Professor & Head, Dept. of ECE
Chaitanya Bharathi Institute of Technology (A)
Gandipet, Hyderabad-500 075. Telangana


(Dr. D. Nagadevi)

Assistant Professor, Department of ECE

