

**MEMORANDUM OF UNDERSTANDING  
(MoU)**

**BETWEEN**

**CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY (A)**  
(Affiliated to Osmania University)  
Gandipet, Hyderabad – 75.

**&**

**VROOMSTER TECHNOLOGIES PVT LTD**  
Rajapushpa Summit 1<sup>st</sup> floor, ISB Road,  
Hyderabad – 500032, Telangana.

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,  
PLACEMENT, R&D SERVICES AND RELATED SERVICES**

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## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this 9<sup>th</sup> DAY of November Two Thousand and Twenty-Three (9/11/2023), by and between

**Chaitanya Bharathi Institute of Technology (A), Gandipet, Hyderabad** represented herein by Prof. C V. Narasimhulu, Principal (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

**AND**

**Vroomster Technologies Pvt Ltd, Hyderabad, the Second Party**, and represented herein by its Founder, Rajeev Ghattamaraju, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
- (i) **Chaitanya Bharathi Institute of Technology (A)** herein after called **CBIT**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **VROOMSTER TECHNOLOGIES PVT LTD, HYDERABAD**, the Second Party is engaged in Enterprise Software, Machine Learning Applications and R&D Services in the fields of *Logistics and Supply Chain Management* and *Healthcare Technology*.
- F) **VROOMSTER TECHNOLOGIES PVT LTD, HYDERABAD**, the Second Party is promoted by **Rajeev Ghattamaraju**; resident of Financial District, Hyderabad



**Programme Coordination:** The programme requires coordination from both **CBIT** and **Vroomster Technologies** for its success.

The consultancy coordinators for this MoU from **CBIT** are mentioned below as follows:

1. Dr. CHINA RAMU SAMPATHIRAO, Professor Department of CSE
2. Dr. RAMAN DUGYALA, Professor Department of CSE
3. BALAJI KESAVA RAO VEEMAVARAPU, Asst. Professor Department of SMS

From **Vroomster Technologies**

1. Rajeev R Ghattamaraju, Founder – Vroomster Technologies Pvt Ltd

### CLAUSE 3 - INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. All intellectual property developed by the enrolled CBIT students as directed by Vroomster Technologies during the period of this engagement shall be owned exclusively by the Vroomster Technologies Pvt. Ltd. However, the students will be allowed to carry out their regular course work, if any, to complete their degree

### CLAUSE 4 CONFIDENTIALITY & NON-DISCLOSURE

**Confidential Information:** Both parties acknowledge the importance of protecting confidential information. Any information shared during the partnership, including but not limited to proprietary software, data, and business strategies and other designated entity by Vroomster Technologies shall be considered confidential.

**Confidentiality Obligations:** CBIT and its project enrolled students acknowledge and agree to the following confidentiality obligations with respect to Vroomster Technologies' confidential information:

- a The college and its students enrolled in Vroomster Technologies projects shall treat all information shared during the term of the as confidential and shall not disclose, use, or permit the use of such information for any purpose other than the performance of internship-related tasks.
- b The college shall educate and ensure that its interns understand the importance of maintaining the confidentiality of Vroomster Technologies' information.
- c The college shall take reasonable measures to safeguard Vroomster Technologies' confidential information, including but not limited to

*C. K. G.*

*Rajeev R. Ghattamaraju*



- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

## **CLAUSE 1 - CO-OPERATION**

Both Parties are in cohesion by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

**CBIT, Gandipet, Hyderabad** and **Vroomster Technologies** co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of **CBIT** providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2 - SCOPE OF THE MoU**

The budding graduates from the institutions could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

**Student Enrollment:** The interested students of **CBIT** will be enrolled in the projects based on eligibility criteria set by Vroomster Technologies. The eligibility will be decided based on students' performance in the tests and interviews conducted by Vroomster Technologies.

**Designated working space for the students:** **CBIT** will provide a designated working area for its students enrolled in Vroomster Technologies' software development projects. This designated space will also house any (if needed) computer hardware provided by Vroomster Technologies for its software projects. Electricity and work area (Internet access, desk, chair) will be provided by **CBIT**.

*C. S. S.*

*Sy. Razvi*



**Time commitment from the students:** The students enrolled in Vroomster Technologies' projects will have to commit to at least 35 hours of work in a week during regular school weeks. These minimum commit hours can be adjusted based on **CBIT's examination schedule**. If the student does not work on the project for the minimum committed hours, the compensation will be adjusted on pro-rata basis.

**Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; Vroomster Technologies to permit the Faculty and Students of CBIT to visit its group companies and involve in Industrial Training Programs for CBIT. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Vroomster Technologies will provide its Labs / Work Area as and when needed for the hands-on training of the learners enrolled with the First Party.

**Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Software Design and Development with Machine Learning** and will explore to apply for joint projects funding from DST and other and other Institutions.

**Skill Development Programs:** Vroomster Technologies to train students of **CBIT** enrolled in its projects on the emerging technologies to bridge the skill gap and make them industry ready. This is contingent on students meeting the eligibility criteria set forth in the enrollment clause above.

**Placement of Trained Students:** Vroomster Technologies will facilitate placements for the students of the first party enrolled in its projects, based on the students' performance in the projects.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programmes on the terms specified herein.

**Financial commitment** there is no financial commitment on the part of the **CBIT**, the First Party to take up any programme mentioned in the MoU.

Vroomster Technologies will pay a fixed monthly compensation of ₹ 68,000 amounting to ₹ 8,16,000 in an annual contract to CBIT at the first week of the following month the students are enrolled. This compensation is contingent on the following conditions.

1. A minimum of **FOUR** students from **CBIT** are enrolled in the projects.
  - a. If fewer than 4 students are enrolled in the month, the amount payable for the month will be adjusted proportionately.
  - b. If more than 4 students are enrolled in the month, the amount payable for the month will be adjusted proportionately.

2. If the student contributes less than the stipulated number of hours, the payment will be modified to a pro rata basis as follows

$$(\text{Hours contributed}) / (140 \text{ hours}) \times ₹ 17,000$$

*C. M.*

*By. Pij*



**Programme Coordination:** The programme requires coordination from both **CBIT** and **Vroomster Technologies** for its success. The following faculty members from CBIT and Vroomster staff will be the point of contact for planning and activities:

**From CBIT**

1. Dr. S Chinnaramu, Professor Department CSE
2. Mr. V Balaji Kesava Rao, Assistant Professor SMS Department

**From Vroomster Technologies**

1. Rajeev R Ghattamaraju, Founder – Vroomster Technologies Pvt Ltd

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- c The college shall take reasonable measures to safeguard Vroomster Technologies' confidential information, including but not limited to

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implementing secure access controls and limiting access to authorized interns.

## CLAUSE 5 - NON-COMPETE

During the engagement and a period of 12 months following its conclusion CBIT students enrolled in Vroomster's projects shall not engage in any business activities that directly compete with Vroomster Technologies.

## CLAUSE 6 - VALIDITY

This Agreement will be valid for a period of THREE years or until it is expressly terminated by either Party on mutually agreed terms, during which period **Vroomster Technologies**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Vroomster Technologies**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU. The MoU can be renewed based on mutual agreement.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties must discharge their obligations.

## CLAUSE 7 - RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **CBIT** and **Vroomster Technologies** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

**CBIT**  
First Party

Vroomster Technologies  
Second Party

C. K. S.






Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place (Hyderabad) of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Hyderabad**.

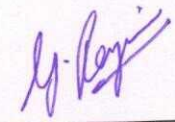
**AGREED:**

For **CBIT**

For **Vroomster Technologies**

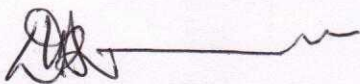
  
\_\_\_\_\_  
Authorized Signatory



  
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Authorized Signatory

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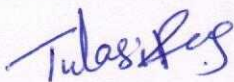
Witness 1:



Witness 2:



Witness 3:



Witness 4:

