Memorandum of Understanding

Between

Chaitanya Bharathi Institute of Technology



And

M/s Levyug Private Limited

(Private Limited Company with Start-up Recognition)

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On 30th April 2024.



Memorandum of Understanding

This Memorandum of Understanding ("MOU" also called "Agreement") is made as of the 30th of April , 2024 between Chaitanya Bharathi Institute of Technology, Hyderabad (hereinafter called "CBIT(A)" or "Institute") and M/s Levyug Private Limited (a Company, incorporated under companies act 2013, in September, 2023, having its registered office at Plot no. 111, survey no. 1007, Allapur, Kukatpally, Hyderabad-500072, Telangana hereinafter called "Levyug". MSME Registration number (UDYAM-TS-02-0129578) (CIN:U82990TS2023PTC176737)

1. Introduction

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.

LevyugPvt.Ltd , Founded on September 4, 2023, Registered office at Plot no. 111, Survey no. 1007, Allapur, Kukatpally, Hyderabad-500072, Telangana, is an emerging leader in supporting entrepreneurs. Recognized as a startup by the Department for Promotion of Industry and Internal Trade (DPIIT) on January 29, 2024, and achieving MSME (Ministry of Micro, Small and Medium Enterprises) certification on October 20, 2023, Levyug acts as a catalyst for ambitious and innovative individuals. Levyug is dedicated to simplify the startup journey, offering a comprehensive platform where entrepreneurs can access a wide range of resources, connections, and receive essential guidance.

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Chaitanya Bharathi Institute of Technology

Chaitanya Bharathi (PO), Kokapet (V), Gandipet (M),
Ranga Reddy District, Hyderabad - 500 075, Telangana, India

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Levyug's services include helping with funding, conducting market research, assisting with team building, providing mentorship, skilled technical services and offering legal support, aiming to be a single source for all startup needs. With a firm vision to transform the startup landscape, Levyug aspires to become the Global Digital Hub for Entrepreneurs.

ARTICLE - I: Scope of the MoU

This MoU details the modalities and general conditions regarding collaboration between CBIT(A) and Levyug Pvt Ltd for fostering innovation and entrepreneurship within the country, particularly focusing on supporting startups and budding entrepreneurs. The collaboration, integral to Levyug's initiative, "Rally for Startups," is designed to furnish aspiring entrepreneurs with an array of resources, networking opportunities, and essential support services. Central to this partnership is the concerted effort to leverage the expertise and facilities available at both institutions. Through this ,the parties commit to facilitating the growth and success of startup ventures. Additionally, the scope of cooperation outlined herein may be expanded upon mutual agreement, ensuring a flexible framework conducive to fostering entrepreneurship.

ARTICLE - II: Scope and Terms of Interactions

Both CBIT(A) and Levyug Pvt Ltd shall encourage interactions between both institutions, students, and staff through the following arrangements:

- Joint Development and Investor Networks: Both institutions will collaborate on events of mutual interest, exploring opportunities for joint working on projects and other ventures. Levyug Pvt Ltd may also provide CBIT(A) access to its legal, technical, and investor networks as needed.
- Incubation and Startup Support: Levyug Pvt Ltd may provide assistance and provide help to CBIT(A)'s Incubation Centre for incubating new ideas and initiating startup ventures. Both institutions will workt ogether to support the development of new products, processes, and startups, fostering innovation and entrepreneurship.
- 3. Promotion and Networking: Both CBIT and Levyug will promote the planned events across their network, amplifying their reach and impact among their stakeholders. Both CBIT(A) and Levyug Pvt Ltd mutually share their networks and opportunities with each other. This collaborative effort entails the exchange of industry contacts, referrals for potential projects and partnerships, and invitations to relevant events.

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- 4. Recognition and Visibility: The contributions of both CBIT(A) and Levyug Pvt Ltd to the "Rally for Startups" initiative will be recognized and highlighted, showcasing their commitment to fostering a thriving startup ecosystem and promoting innovation and entrepreneurship
- 5. Showcasing Business Activities: Levyug Pvt Ltd may showcase its business activities at seminars, workshops, conferences, etc., conducted at CBIT(A), subject to necessary permissions and guidelines.
- Confidentiality and Security: If any project outcome involves matters of secrecy or security, both parties will adhere to confidentiality agreements, ensuring the protection of sensitive information.
- 7. Hosting Support from CBIT(A): The Center for Innovation and Entrepreneurship at CBIT will extend comprehensive hosting support to Levyug for events or activities conducted anytime in the future, ensuring a seamless and productive experience based on mutual agreement or case to case basis.
- 8. There is no financial commitment by any of the parties under this MOU .

This MoU signifies the commitment of both CBIT(A) and Levyug Pvt Ltd to fostering innovation, entrepreneurship, and collaboration for the benefit of students, startups, and the broader community.

ARTICLE-III: Sharing of Facilities

- a) Levyug Pvt Ltd shall extend its facilities to CBIT(A) students to facilitate the smooth conduct of project support for entrepreneurs, taking into consideration their convenience and the availability of time and staff resources.
- b) Both CBIT(A) and Levyug Pvt Ltd may explore the sharing of their respective important Hosting and event accommodations. This sharing will be subject to the availability of such facilities without disrupting their regular operations.

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 agreement. 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.

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- 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 LEVYUG 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 LEVYUG PRIVATE LIMITED based on Mutual agreement.

ARTICLE - VI: Confidentiality

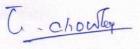
During the tenure of the MoU both CBIT(A) and LEVYUG PRIVATE LIMITED will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both CBIT(A) and LEVYUG 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 LEVYUG PRIVATE LIMITED should put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

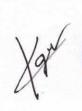
CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information 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











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- (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 projectunder 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 documentss accompanied

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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 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

LEVYUG PRIVATE LIMITED

Hyderabad

By

Name: GÜMMALA VENKATA KAILASH

CBIT Student

NATH REDDY

Director

For

Chaitanya Bharathi Institute of Technology

Hyderabad

By

Name: Prof. C.V Narasimhulu

Principal, CBIT

Witness:

Dr Umakonta Choudhag

irector - Incubation & Innovation R&E Hub, CBI f(A)

Gandipet, Hyderabad-500075

Witness:

Levyug-PVT LTD Plot no.111, survey no.1007, Allar

Plot no.111, survey no.1007, Allapur, (ukatpally, Hyderabad-500072, Telanga

