

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into at Hyderabad, on this 11th day of September, 2025,

BY AND BETWEEN

EENADU TELEVISION PRIVATE LIMITED (ETPL), a Company incorporated under the Companies Act, 1956, having its Registered Office at SP3 Building, Ramoji Film City, Anajpur Village, Hyderabad, Ranga Reddy District – 501512, represented by its Authorised Signatory, Sri K. Sai Krishna, hereinafter referred to as "**ETPL**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the First Part;

AND

CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY (A) (CBIT), an educational institution having its Registered Office at Gandipet, Hyderabad, Telangana – 500075, represented by its Principal, Dr. C. V. Narsimhlu, duly authorized for this purpose, hereinafter referred to as "**CBIT**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the Second Part.

ETPL and CBIT are hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS:

WHEREAS, **ETPL** has initiated a student-led creative community under the brand name "WIN.Club", owned and managed by ETPL, aimed at fostering creativity, innovation, leadership, and event management skills among students of higher educational institutions. In collaboration with CBIT, this initiative shall operate under the name "WIN.Chhaaya Club" at CBIT, as an institutional chapter of the WIN.Club network.

WHEREAS, CBIT is a reputed engineering institution established in 1979, committed to holistic student development and supports initiatives that provide skilling –up and up-skilling opportunities through experiential learning and industry exposure.

WHEREAS, CBIT has the legacy of nurturing film making talent through Chhaaya - the film club of CBIT established in 2012, by Mr. Srinivas Andoju, Sr. Asst. Professor in Dept. of English, CBIT. Chhaaya received a AKAM national award in 2021 and was later incorporated as a Start-up company as "Chhaaya Stories Pvt. Ltd" in December, 2022. Mr. Srinivas Andoju, the founder & Managing Director of the said Start-up, shall act as Principal Investigator and the Faculty Incharge for the Win.Chhaaya Club.

WHEREAS, the Parties have agreed to collaborate for the establishment and functioning of a "WIN .Chhaaya Club" at CBIT, as an extension of the WIN/club initiative, providing a structural platform for students to conceptualize, organize, and execute events, workshops, contests, and creative initiatives, and to enable deserving students to access internship and placement opportunities within the Ramoji Group and allied industries;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings contained herein, the Parties hereto agree as follows:



1. OBJECTIVES / SCOPE OF COLLABORATION:**1.1 Establishment of WIN.Chhaaya Club at CBIT:**

The Parties hereby agree to establish a WIN.Chhaaya Club at CBIT, which shall operate as a student-led creative community under the guidance, mentorship, and support of ETPL. CBIT shall provide all necessary physical infrastructure, including but not limited to classrooms, auditoriums, venues, and equipment, along with administrative and logistical support essential for the effective functioning of the WIN.Chhaaya Club. CBIT shall nominate a Faculty Coordinator who shall act as the official liaison between CBIT, ETPL, and the student members of the WIN.Chhaaya Club. ETPL shall provide guidance, mentorship, and professional expertise to ensure the effective operation of the WIN.Chhaaya Club and shall facilitate exposure to industry practices, networks, and platforms relevant to media, creative, and event management fields.

CBIT shall provide a dedicated space within the college or Student Activity Centre (SAC) for the establishment and operation of the WIN.Chhaaya Club. CBIT shall also ensure provision of necessary infrastructure and resources for organizing WIN.Chhaaya Club activities, including but not limited to classrooms, auditoriums, venues, projectors, sound systems, and logistical support.

The nominations of student members to the WIN.Chhaaya Club, including core team members, office bearers, and any other designated roles, shall be solely decided by ETPL. While CBIT may suggest or recommend names based on student engagement and institutional policies, the final selection, nomination, and approval shall rest exclusively with ETPL. This is to ensure alignment with the creative and professional standards envisioned under the WIN.Chhaaya Club initiative.

1.2 Structured Platform for Student Participation:

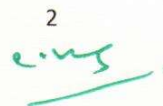
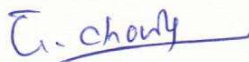
The WIN.Chhaaya Club shall operate as a structured and organized platform for students to actively engage in cultural, creative, technical, entrepreneurial, and leadership activities. The Parties shall jointly plan, organize, and conduct activities, which may include, without limitation, workshops, skill-building sessions, hackathons, cultural programs, creative showcases, competitions, ideation challenges, student-led initiatives, guest lectures, seminars, and interactive sessions by industry professionals. All activities shall be primarily student-driven, with appropriate guidance and mentorship provided by CBIT faculty and ETPL, while ensuring that such activities do not interfere with the students' academic schedules or obligations.

1.3 Skill Development:

The Parties shall collaborate to develop and enhance student competencies in creativity, critical thinking, problem-solving, event planning, management, execution, storytelling, communication, innovation, entrepreneurship, and leadership. Students shall be provided opportunities to conceptualize, plan, organize, and execute activities, under the supervision of CBIT faculty and with guidance from ETPL, in order to ensure adherence to professional standards and practical learning outcomes. The implementation, effectiveness, and impact of such skill development initiatives shall be periodically monitored and reviewed jointly by CBIT and ETPL to assess learning outcomes, student engagement, and overall program efficacy.

1.4 Internships, Mentorship, and Career Opportunities:

ETPL, in collaboration with the entities of the Ramoji Group, shall, on a best-effort basis, facilitate access to internship opportunities, mentorship programs, and career guidance for eligible and active members of the WIN.Chhaaya Club. Such opportunities shall be subject to internal eligibility criteria, selection processes, and performance evaluations established by ETPL and the relevant Ramoji Group entities., and shall comply with the academic policies and regulations of CBIT. CBIT shall ensure that eligible students are informed of such opportunities and shall assist in coordinating interactions between students and ETPL/Ramoji Group representatives to ensure smooth implementation. The Parties acknowledge and agree that all internships, mentorships, and placement opportunities are



provided on a best-effort basis, and that neither Party shall bear any legal or financial obligation to guarantee such opportunities.

2. RESPONSIBILITIES OF THE PARTIES:

2.1 Responsibilities of ETPL:

ETPL shall provide overall guidance, mentorship, and professional visibility to ensure the effective functioning of the WIN.Chhaaya Club as a student-led creative community. This shall include advising on the planning, structuring, and execution of club activities and supporting the development of events, workshops, competitions, and other student-led initiatives.

ETPL shall facilitate access to industry professionals, guest speakers, trainers, and resource persons, subject to their availability, to enhance student learning, professional exposure, and industry readiness.

ETPL shall extend its creative expertise and provide promotional platforms, including media coverage and branding support, to enhance the visibility and impact of WIN.Chhaaya Club initiatives, in accordance with its internal policies and discretion.

ETPL shall endeavor, on a best-effort basis, to facilitate internships, mentorship programs, and placement opportunities for active and deserving members of the WIN.Chhaaya Club, subject to the eligibility requirements, performance standards, and internal selection processes of the Ramoji Group entities. The Parties acknowledge and agree that no legal or financial obligation arises from such facilitation.

The short films uploaded by CBIT students shall remain hosted on the ETV-WIN platform for a minimum period of one (01) year, subject to ETPL's right to remove or archive content at its discretion. All content submitted by students shall be subject to ETPL's content guidelines and moderation policies. ETPL shall share such guidelines with CBIT, and reserves the right to review, approve, reject, or archive content at its sole discretion.

Nominations of student short films for relevant film festivals shall be reviewed and finalized by the ETV WIN review team, whose decision shall be final.

ETPL shall establish a dedicated category on the ETV-WIN platform specifically for student short films produced by the CBIT WIN.Chhaaya Club and their start-up, Chhaaya Stories Pvt. Ltd. Such films shall be uploaded to this category to ensure visibility. The advertisement revenue generated from these short films shall be shared equally 50:50 between ETPL and CBIT, as defined under Clause 3.3.

Furthermore, ETPL shall facilitate application sponsorship for the top three student-created short films each academic year, for nominations in relevant film festivals. Ownership of such films shall remain with CBIT and the respective student creators.

2.2 Responsibilities of CBIT:

CBIT shall facilitate the formal establishment of the WIN.Chhaaya Club within its campus in compliance with the institution's prevailing norms, regulations, and governance frameworks.

CBIT shall provide all necessary infrastructure, administrative approvals, venues, equipment, and logistical support required for the smooth functioning of the WIN.Chhaaya Club.

CBIT shall nominate a Faculty Coordinator who shall serve as the official liaison between CBIT, ETPL, and the student members of the WIN.Chhaaya Club, and shall be responsible for ensuring effective communication, coordination, and compliance with institutional policies.

CBIT shall ensure that the WIN.Chhaaya Club operates primarily as a student-driven initiative, with students leading the planning, execution, and management of activities, while ensuring that such activities are conducted without disruption to academic schedules or core academic obligations of the students.

 T. Chowd





CBIT shall cooperate with ETPL in monitoring, reviewing, and reporting on student engagement, learning outcomes, and the overall impact of WIN.Chhaaya Club initiatives, to support continuous improvement and the sustainable growth of the program.

CBIT shall ensure that the student short films submitted for hosting on the ETV-WIN platform are original works, do not infringe any third-party intellectual property rights, and comply with all applicable laws, regulations, and ETPL's content standards. ETPL shall have the right to review and approve such content prior to uploading, and to refuse or remove any content at its sole discretion if found unsuitable or non-compliant.

CBIT shall allocate and maintain a dedicated space within the institution for the functioning of the WIN.Chhaaya Club. Such space shall be appropriately equipped to support meetings, workshops, and student-led creative initiatives, and shall remain accessible to the student members of the WIN.Chhaaya Club under faculty supervision.

In addition, CBIT shall provide and maintain the physical infrastructure and resources required to support WIN.Chhaaya Club activities as per Clause 1.1 above.

CBIT shall ensure that students whose creative works are submitted for hosting or monetization on the ETV-WIN platform provide prior written consent authorizing such use by ETPL under the terms of this MOU.

CBIT shall ensure that students participating in WIN.Chhaaya Club activities adhere to institutional codes of conduct and discipline. ETPL reserves the right to exclude students from WIN.Chhaaya Club activities, internships, or public showcases in cases of misconduct or reputational risk

3. INTELLECTUAL PROPERTY RIGHTS (IPR):

3.1 Ownership of Intellectual Property:

All creative works, digital content, media, or other intellectual property produced, developed, or generated under the activities of WIN.Chhaaya Club shall be jointly attributable to CBIT, through its student creators, and ETPL, as the supporting and mentoring partner. Proper attribution and credit shall be accorded to both the institution and the individual student contributors, with acknowledgment of the facilitative and mentoring role of ETPL.

All creative works, digital content, media, or other intellectual property produced, developed, or generated under the activities of WIN.Chhaaya Club shall remain the intellectual property of CBIT and the respective student creators. ETPL shall be granted a non-exclusive, royalty-free license to use, host, and promote such content, with appropriate attribution.

For any creative works co-developed with direct involvement of ETPL's professionals (e.g., direction, cinematography, editing), ownership and licensing terms shall be determined separately through mutually agreed written addendums.

3.2 Use of Intellectual Property:

ETPL shall have the right to use, reproduce, publish, and disseminate such creative works for promotional, educational, training, or branding purposes, provided that appropriate credit is extended to CBIT and the respective student contributors. Similarly, CBIT and its students shall have the right to use, display, or showcase such works for academic, research, cultural, or other non-commercial purposes in recognition of their contributions and learning outcomes.

3.3 Commercial Exploitation:

In the event that any intellectual property created under the WIN.Chhaaya Club activities is intended for commercial exploitation, including but not limited to licensing, monetization, or revenue-generating initiatives, such exploitation shall require a separate, mutually executed written agreement between the Parties. No Party shall independently commercialize or license jointly created intellectual property without prior written consent from the other Party. It is expressly agreed that student short films produced by the CBIT Chaaya Club and uploaded on the dedicated ETV-WIN platform category shall be monetized through advertisements, and the advertisement revenue so generated shall be shared between ETPL and CBIT in the ratio of 50:50. This revenue sharing arrangement applies



exclusively to advertisement revenue from such short films and shall not extend to other content or income sources, unless otherwise mutually agreed in writing.

This revenue sharing arrangement shall apply exclusively to such advertisements and shall not extend to any other content or income sources, unless otherwise mutually agreed upon in writing by both Parties.

For the purposes of this clause, "advertisement revenue" shall mean the net revenue actually realized by ETPL from advertisements displayed on the student short films after deduction of applicable taxes, platform charges, and other third-party fees, if any. ETPL shall provide CBIT with periodic statements of such revenue on a monthly basis, along with CBIT's share thereof.

4. CONFIDENTIALITY:

4.1 Obligation of Confidentiality:

Each Party acknowledges that, in the course of implementing this MOU, certain proprietary, sensitive, or confidential information may be disclosed. Each Party undertakes to maintain such information in strict confidence and to ensure that it is not disclosed, shared, or disseminated to any third party without the prior written consent of the disclosing Party. Confidential information shall be used solely for the purposes of fulfilling the objectives and activities contemplated under this MOU. Both Parties shall ensure that any student data (including names, photographs, bios, or other personally identifiable information) used or displayed under this MOU shall comply with applicable data privacy laws and institutional policies. Student data shall only be used with appropriate permissions.

4.2 Access and Restrictions:

Access to confidential information shall be restricted to those officers, employees, students, or representatives of the receiving Party who have a bona fide need to know for the effective performance of this collaboration and who are bound by obligations of confidentiality consistent with this clause.

4.3 Duration of Confidentiality:

The confidentiality obligations herein shall survive the expiration or termination of this MOU for a period of three (3) years from the effective date of termination, unless otherwise mutually agreed in writing.

4.4 Exceptions to Confidentiality:

The obligations of confidentiality shall not apply to information that: (i) is or becomes publicly available without breach of this MOU; (ii) is rightfully received by the receiving Party from a third party without restriction; (iii) is independently developed by the receiving Party without reference to the confidential information of the disclosing Party; or (iv) is required to be disclosed pursuant to applicable law, regulation, or order of a competent authority, provided that the receiving Party gives prompt written notice to the disclosing Party wherever legally permissible.

5. TERM AND TERMINATION:

5.1 Term:

This MOU shall come into effect on the date of execution by both Parties and shall remain valid for a period of one (1) academic year from effective date i.e. ~~11th September 2025 to 10th September 2026~~. The MOU shall be automatically renewable on an annual basis subject to mutual agreement and satisfactory performance review by both Parties, unless terminated in accordance with Clause 5.2.

5.2 Termination:

Either Party may terminate this MOU by providing thirty (30) days' prior written notice to the other Party. Termination shall not affect ongoing programs, activities, or student engagements initiated prior to the effective date of termination. All rights, opportunities, and commitments extended to students engaged in WIN.Chhaaya Club activities, internships, mentorships, or placements prior to termination shall continue until their natural completion.

Effective date - 7-1-2026 to 6-1-2027

7-1-26

to

6-1-27.

Uchouly



6. BUDGET:

The Parties hereby acknowledge and agree that the proposed annual budget for the activities of the WIN.Chhaaya Club shall be approximately ₹2,00,000/- (Rupees Two Lakhs only) per academic year, subject to final approval by CBIT. A suggested breakup of this amount is detailed in **Annexure-A**.

The Parties shall conduct a joint annual review meeting at the end of each academic year to evaluate outcomes, discuss learnings, and plan improvements for the subsequent term.

The above mentioned amount will be sponsored by ETV-WIN.

G. Choudhary

7. FORCE MAJEURE:

Neither Party shall be held liable for any delay or failure in performing its obligations under this MOU, in whole or in part, caused by events beyond its reasonable control, including but not limited to natural disasters, acts of God, pandemics, strikes, government restrictions, or any other force majeure event.

8. AMENDMENTS:

This MOU may be amended, modified, or supplemented only by a written instrument executed by the authorized representatives of both Parties. Any such amendment shall expressly state the Parties' intention to amend this MOU and shall specifically reference the provisions being amended. All other provisions of this MOU shall remain in full force and effect.

9. DISPUTE RESOLUTION AND JURISDICTION:**9.1 Amicable Resolution:**

The Parties agree to use their best efforts to resolve any dispute, difference, or claim arising out of or in connection with this MOU through amicable discussions and negotiations or, if necessary, mediation conducted by a mutually agreed mediator.

9.2 Jurisdiction:

In the event that such disputes cannot be resolved amicably or through mediation within a reasonable period, the Parties agree to submit to the exclusive jurisdiction of the competent courts in Ranga Reddy District, Hyderabad, Telangana, India, to the exclusion of all other courts.

10. GENERAL PROVISIONS:**10.1 Independent Parties:**

Nothing contained in this MOU shall be construed as creating a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties. Each Party shall remain an independent entity responsible solely for its obligations, actions, and liabilities. Neither Party shall have the authority to bind or commit the other Party except as expressly provided herein.

10.2 Severability:

If any provision of this MOU is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

10.3 Entire Agreement:

This MOU constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, representations, or communications, whether oral or written. No representation, warranty, promise, or inducement has been made by either Party that is not expressly contained in this MOU.

[Signature] *G. Choudhary*

[Signature]

[Signature]



CONTINUATION SHEET.....

EENADU TELEVISION PRIVATE LIMITED

10.4 Each Party may use the name and logo of the other Party only for collaborative and non-commercial purposes related to this MOU, and only with prior written approval. Any commercial use or third-party distribution of such branding shall require explicit written consent

In witness whereof, both the Parties have signed these presents on the date written above.

For Eenadu Television Private Limited

For Chaitanya Bharathi Institute of Technology

By

By

Name:

Name:

Authorised Signatory

Principal

Witness:

Witness:



ANNEXURE-A

Amount details to be Sponsored by ETV-WIN
T. Chowdary

Category	Approx. Amount (Rs)
Event Production (Props, Costumes)	70,000
Merchandise & Branding	25,000
Digital Promotions & Design	30,000
Rewards, Certificates, Stationery	20,000
Operations & Miscellaneous	35,000
Emergency Fund	20,000
TOTAL	2,00,000