

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is signed on [17] February, 2020 in Hyderabad, Telangana

BETWEEN

INNOPARK VENTURES, an Initiative of **INNOPARK (INDIA) PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and validly existing in the Companies Act, 2013, having its registered office at 5th Floor, Unit 2A/1 (Octave Block) at Parcel 4, Salarpuria Sattva Knowledge Park, Madhapur, Hyderabad, Telangana, India - 500081, represented by Ms. Sita Pallacholla, Authorised Signatory (hereinafter referred to as “**Innopark Ventures**” which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and assigns) of the **ONE PART**,

AND

CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY, a Premier Autonomous Engineering College, located at Hyderabad, Represented by its Principal/Dean Dr. P. Ravinder Reddy, (hereafter referred to as “**CBIT**” which term shall unless repugnant to the context mean and include its Successors in-interest and permitted Assignees) of the **SECOND PART**.

The Innopark and the CBIT are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

- a) The Innopark Ventures is in the business of Investment in Tech-enabled Innovative Ideas, promote Start-Ups and such other activities which may be necessary and incidental to the aforesaid objects.
- b) The CBIT is one of the premier Private Engineering College, which is desirous of providing its Students an opportunity to demonstrate and explore new and innovative Tech ideas and develop the Entrepreneurial Skills and for which CBIT is willing to offer a space in their campus to set-up an office of Innopark Ventures.
- c) The Innopark Ventures is desirous of providing the said services to the Students of CBIT via various programs under INNO-BIT initiative.

INNOPARK (INDIA) PVT.LTD.

5th Floor, Unit 2A/1 (Octave Block) at Parcel 4,
Salarpuria Sattva Knowledge Park, Madhapur,
Hyderabad, Telangana, India - 500081

CIN: U72200TG2004PTC044383

T: 040 4519 0099
E: info@innopark.in
W: www.innopark.in

The parties hereby agree to the following:



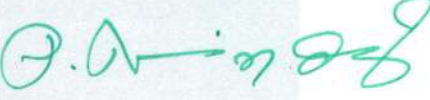



1. The CBIT agrees to provide the Innopark Ventures a workspace, which will be free from all the applicable cost, to set-up their office in the R&E Building of CBIT campus, inclusive of all the facilities as may be available in the campus. Further, the CBIT agrees to provide at least 30 (thirty) students to assist in facilitation of all programs of INNO-BIT.
2. The Innopark Ventures agrees to conduct various entrepreneurship programs under INNO-BIT initiative such as Hackathon, Master Classes (Knowledge Sharing Sessions), Pitching and Mentoring Sessions, at the workspace provided by the CBIT.
3. The Innopark Ventures further agrees that they will sponsor the Students of CBIT, either in-full or half or as the case may be, the entire expenses of students incurred in aforesaid programs of INNO-BIT. However, the discretion to sponsor the students lies completely on Innopark Ventures and same will be overseen and managed jointly with the officials of CBIT.
4. The Innopark Ventures furthermore agrees that the expert team or invitees of Innopark Ventures will encourage, instill and support the Entrepreneurial efforts of the Students in transforming their ideas into profitable ventures by conducting various Hackathons, Master Classes (Knowledge Sharing Sessions), Pitching and Mentoring Sessions.
5. The Innopark Ventures further agrees that they will support financially, technically and administratively to the students whose idea(s) are duly approved by the investment committee and tech team of Innopark Pvt Ltd in exchange of equity in their venture.
6. The CBIT further agrees that they will allow the students of other colleges to attend the programs scheduled under INNO-BIT, to bring more competitiveness among the students.
7. The term of this MOU is 1 (One) year from the date of execution, which is subject to renewal based on the mutual discussion between the parties.
8. The CBIT agrees to extend an exclusive right in favor of Innopark Ventures for arranging and organizing all the Events, Programs and Seminar etc. w.r.t. the aforesaid activities. Furthermore, before approving any of the similar service providers and investors, the CBIT shall inform and give requisite preference to Innopark Ventures for conducting any other relative activities.



9. This MOU will become effective when signed by both Parties. The MOU will remain in effect for one (1) year from the date of execution and may be renewed or amended by mutual Agreement of the Parties. The Parties agree to periodically review the activities undertaken and the progress made and to consult concerning Amendments, Renewal or Termination of this MOU.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the date written above

Signed and delivered by the

<p>For INNOPARK VENTURES</p>   <p>Name: SITA PALLACHOLLA Designation: CEO</p>	<p>For CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY</p>   <p>Name: Dr. P. RAVINDRANAYANA Designation: PRINCIPAL</p>
<p>WITNESS: 1. Name: JOHANNAH S. HULL Address: Signature: </p>	<p>2. Dr. N. L. N. Reddy Name: Dr. N. L. N. Reddy Address: Director, CBIT Signature: </p>

Memorandum of Understanding (MOU)

This Memorandum of Understanding executed on the day **29th of November 2019** between

- (1) **KernelSphere** Technologies Pvt Ltd party of the first part.
- (2) **Digintrude InfoSec Pvt Ltd** party of the second part.

Having its head office at 611, Manjeera Majestic hereafter called as **KernelSphere & Digintrude**

AND

Chaitanya Bharathi Institute of Technology, CBIT(A) Gandipet, Hyderabad – 500075. party of the third party.

The Parties wish to collaborate in Area of Internet of Things and **Cybersecurity** for Incubation/Training/Internship and other joint collaborative efforts for the benefit of **CBIT (A)** Students and Faculty.

The Parties hereby agree to the following criterion: -

- **KernelSphere** will setup **IoT Lab** with their Devices in the space facilitated by **CBIT (A)** as **COE**. **KernelSphere & CBIT(A)** will work continuously towards bringing a new use case to **IOT-COE** from time to time.
- **KernelSphere** will share Industrial Project Experience to Students (Trained in **IoT - COE**) which will guide and help them choose Projects after Training.
- Students completing Training and Project as per the guidelines and based on the Merit, **KernelSphere** will offer such students Internships across India on their Projects.
- **KernelSphere** will pay minimum allowances for Interns to stay in Project Location.
- **KernelSphere** will extend their technical expertise for incubating Companies setting up their facility at **CBIT(A)** Incubation Centre.
- **KernelSphere** and **CBIT(A)** can collaborate for successful Products to offer Clients to Execute their Projects.
- **KernelSphere** along with **CBIT(A)** will upgrade Technologies on **LoRa** and **NB - IOT** through **COE**.
- **CBIT(A)** will provide space for Lab **COE / Incubation Space** to **KernelSphere**.
- **CBIT(A)** will provide interested students to **IOT Training** by **IOT-COE** established by **KernelSphere**.
- All internship formalities for outstation Candidates will be Taken care of by **CBIT(A)**.
- Any cost included for any Technologies other than **IOT & Cyber Security** Which **CBIT (A)** would like to Implement will be borne by **CBIT(A)**. Re-estimated projects will be grounded by **KernelSphere** for approval from the estimated budgets will be provided by **KernelSphere** for approval from the board.
- **Digintrude** can provide their Expertise in **Cybersecurity** Training and Internships to Students through **IOT-COE/Incubation R&D Lab**.
- **Digintrude** will help to conduct workshops on **Cyber Security** Use cases.
- **Digintrude** will help Trained **Cybersecurity** Students to Align with **Cybersecurity** Companies or **COE** for **Cybersecurity @Hyderabad** Established by **Cybersecurity** Counsel of India (CSCI) & Govt of Telangana.
- **KernelSphere** and **Digintrude** along with **CBIT(A)** will work towards educating students from 2nd year to 4th year in **IoT/Cybersecurity** with sound practices towards skilled Human Resource Talent pool ready for Industry.



- **KernelSphere** will guide **CBIT(A)** to evolve as LoRa IOT enabled Campus at mutually agreed on the cost and help college and students to reap mutual benefits of IoT implementation in cost savings and towards Student Research Projects.
- **CBIT(A)** will provide All support and facilities to **KernelSphere & Digintrude** to Achieve Set goals for IoT and **Cybersecurity Technologies**.
- **Digintrude** will help **CBIT(A)** implement **Cybersecurity** Measures for their internal system to be Cyber secured complaints in 4 months period.
- **KernelSphere** and **CBIT(A)** together will help to Achieve **CBIT(A)** their digital Marketing entity for the implementation of **IoT and Cybersecurity** projects to clients.
- **As** a part of the IoT smart campus, all CBIT and MGIT Vehicles will be implemented with GPS Tracking and Mobile App be provided to Students and Staff for Real-Time Tracking for easy boarding.
- **CBIT need to** Spend around 13 Lakhs plus Tax for IoT Smart campus and COE and around 7 Lakhs plus Tax for Establishing Cybersecurity COE

IN WITNESS WHEREOF, the Parties have executed the Memorandum of Understanding by their Authorized Representatives in the presence of the following Witnesses out of their free will and consent without any coercion or undue influence on **November 29, 2019**.

Signed for and on behalf of "KernelSphere /Digintrude "through its Authorized Representatives

Name: Vinod Kumar
Designation: CEO & Co Founder KernelSphere



Signature _____

WITNESS


In the presence of.

Signature _____

Signed and delivered on **November 29, 2019**.

By the within named "Chaitanya Bharathi Institute of Technology, Gandipet, 500 075, Hyderabad. through its Authorized Representative

Name: Dr. P. Ravinder Reddy
Designation: Principal **PRINCIPAL**
Chaitanya Bharathi Institute
of Technology

Signature 

WITNESS

In the presence of Dr. A. D. Sharma
GANDIPET R. R. (Dist.)
HYDERABAD - 500 075
Director R&D

Signature _____

Signed and delivered on **November 29, 2019**.



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Digintrude can Provide their Expertise in **Cybersecurity** Training and Internships to Students through **IOT-COE/Incubation R & D Lab**.
www.kernelsphere.com



CBIT need to spend around 13 lakhs plus Tax for smart IoT CoE and smart campus and 6 lakhs plus tax for Cybersecurity to establish Cybersecurity CoE

- **Digintrude** will help to conduct workshops on Cyber Security Use cases.
- **Digintrude** will help Trained **Cybersecurity** Students to Align with **Cybersecurity** Companies or COE for **Cybersecurity @Hyderabad** Established by **Data Security Council of India (DSCI)** & Govt of Telangana.
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- Digintrude will Help **CBIT(A)** implement **Cybersecurity** Measures for their internal System to be Cyber secured Complaint in 4 months period.
- **KernelSphere** and **CBIT(A)** together will help to Achieve **CBIT(A)** their digital Marketing entity for the implementation of **IoT** and **Cybersecurity** projects to clients.

Returns will be on quality of placement, training and revenue will be from training and planned SPV with partner IN WITNESS WHEREOF, the Parties have executed the Memorandum of Understanding by their Authorized Representatives in the presence of the following Witnesses out of their free will and consent without any coercion or undue influence on **November 29, 2019**.

Signed for and on behalf of "**KernelSphere / Digintrude**" through its Authorized Representatives

Name: **Vinod Kumar**

Designation: **CEO & Co Founder KernelSphere**

WITNESS

In the presence of.

Signed and delivered on **November 29, 2019**.

By the within named "**Chaitanya Bharathi Institute of Technology**", Gandipet 500 075, Hyderabad) through its Authorized Representative.

Name: **Dr.P.Ravinder Reddy**

Designation: **Principal**

WITNESS

In the presence of **Dr.A.D.Sharma R. R. (Dist.)**
Director R&D

Signed and delivered on November 29, 2019.



Signature _____

Signature _____

Signature _____

Signature _____

PRINCIPAL
Chaitanya Bharathi Institute
of Technology
Dr.A.D.Sharma R. R. (Dist.)
Director R&D
HYDERABAD - 500 075

