MEMORANDUM OF UNDERSTANDING

BETWEEN

RTIH
ANANTHAPURAMU

Ratan Tata Innovation Hub (RTIH), Ananthapuramu Spoke

Old Admin Building, JNTUA,Ananthapuramu -515002, Andhra Pradesh, India.

AND

gprec
G. Pulla Reddy Engineering College (Autonomous)

G.Pulla Reddy Engineering College (Autonomous)

G. Pulla Reddy Nagar, Nandyal Road, Kurnool – 518 007, Andhra Pradesh, India.

MEMORANDUM OF UNDERSTANDING

BETWEEN

Ratan Tata Innovation Hub (RTIH) a flagship initiative of the Government of Andhra Pradesh aimed at nurturing Startups, fostering Innovation and generating Employment through Entrepreneurship. It functions under a Hub-and-Spoke model with Amravati as the Hub and five spokes located at Ananthapuramu, Rajamahendravaram, Tirupati, Vijayawada and Visakhapatnam.

Ratan Tata Innovation Hub Ananthapuramu Foundation, is a section8 company (non-profit) having its registered address at Old Admin Building, JNTUA, Ananthapuramu-515002, Andhra Pradesh. RTIH Ananthapuramu Spoke caters to the districts of Ananthapuramu, Sri Sathya Sai, Kurnool and Nandyal which is keen to collaborate with progressive academic institutions, hereinafter referred to as "Mentor Incubation Centre" (which expression shall, unless repugnant, include its assigns, and authorized representatives……. Party of the first part

AND

G.Pulla Reddy Engineering College and is a UGC Autonomous college approved by AICTE, accredited by NBA & NAAC with A Grade and affiliated to JNTU Ananthapuramu having its registered institution at G. Pulla Reddy Nagar, Nandyal Road, Kurnool – 518 007, Andhra Pradesh, India, represented by its Head of Institute, herein after referred to as "Mentee Institute" (which expression shall, unless repugnant, include its assigns and authorized representatives). Party of the second part

Both parties shall be collectively called as "Parties".

Objectives: In accordance with the mutual desire to promote cooperation between Mentor Incubation Centre and G.Pulla Reddy Engineering College (Autonomous), Kurnool, the Parties are entering into a formal agreement in the form of an MOU to promote entrepreneurship.

The main objectives of the association are:

1. Support in setting up the Incubation Center at the Mentee Institute.
2. Building entrepreneurial culture and Innovation Cell/Club at the institutional level.
3. Promoting Innovation and Entrepreneurship amongst students at the institutional level.
4. Identifying and selecting those who can be developed into entrepreneurs.
5. Developing their entrepreneurial capabilities, domain, & business skills.

The following are the responsibilities of Mentee Institute:

- Mentee Institute to promote entrepreneurship among students, faculty, and staff who are aspiring entrepreneurs, to set up their own businesses with the support of Mentor Incubation Centre.
- Mentee Institute can direct students, faculty, and staff after primary evaluation to the Mentor Incubation Centre for further incubation guidance.
- Mentee Institute can run an event/ seminar/ workshop on entrepreneurship jointly organized, either at Mentee Institute or at Mentor Incubation Centre, as per mutual discussion and agreement before such an event.

- Mentee Institute shall share its entrepreneurship-related event details and activities with the Mentor Incubation Centre community. Mentee Institute shall provide facility & lab support, if required by Mentor startups, and will have separate effort and cost estimations, to be discussed and agreed upon between both parties to the same.
- Mentee Institute shall display Mentor Incubation Centre's Posters/Standees, Logos at their various entrepreneurship-related joint events, which will have both Mentor Incubation Centre and Mentee Institute, and on their official website.

The following are the general responsibilities of Mentor Incubation Centre:

- Mentor Incubation Centre shall provide incubation and entrepreneurship development-related support to Mentee Institute as a remote incubation center at their campus.
- Mentor Incubation Centre shall provide the basic mentoring with available internal resources to the students, faculty, and staff from Mentee Institute, subject to the idea evaluation under the suitable incubation module suggested by Mentor Incubation Centre.
- The Incubatee at the Mentee Institute can be co-incubated at Mentor Incubation Centre, virtually or physically, by paying nominal incubation charges. They can also use the facilities from time to time by paying nominal charges. Once co-incubated, such incubates would be eligible to apply for various schemes for grant or seed funding through Mentor Incubation Centre.
- Mentor Incubation Centre will also display Mentee Institute Posters/Standees at their various entrepreneurship related events, which will have both Mentor Incubation Centre and Mentee Institute logos, only those events jointly organized by two parties.
- Mentor Incubation Centre's events will be shared with the Mentee Institute community on a regular basis.
- Mentor Incubation Centre shall promote Mentee Institute by displaying its name and logo on the Mentor Incubation Centre's website, as per usage policy communicated by Mentor Incubation Centre from time to time.
- Mentor Incubation Centre and Mentee Institute shall follow Annexure 1 "Scope of Engagement" to get engaged in routine activities.
- The substantial time and efforts beyond the activities mentioned in the Annexure 1 "Scope of Engagement" shall be estimated separately and mutually agreed upon by both parties.

The following are the terms and conditions of the agreement:

1. The term of this MOU shall commence on 04/05/2026 and shall continue until the expiry of one year, i.e.,04/05/2027 from the Effective Date. This agreement will have to be mutually renewed by both the Parties on per per-need basis. Either Party may terminate this MOU by giving thirty (30) days written notice to the other Party.

2. There should not be any engagement charges incurred for this engagement.

3. In case any expenses and costs, including travel, accommodation, and honorarium, are incurred for the different activities related to this MOU, then such expenses and costs shall be borne by the Mentee Institute. Any exception to this clause would be based on prior written/email consent and mutual agreement of both parties.

4.Confidentiality:

During the term of this Agreement, either party may disclose to the other party, or either party may obtain access to proprietary and confidential information or material concerning or related to the other party's and/or either party's customers' manufacturing processes, services, products, or general business operations. Such information or material includes, but is not limited to, discoveries, inventions, research, improvements, or deficiencies regarding the parties' and/or customer's products or services, transactional profits, pricing and discount methods, employee lists, software code, programmer documentation, software algorithms, software development, testing and diagnostic techniques, customer lists and identifications, and any information designated or overtly treated by the party as ("Confidential Information"). However, Confidential Information shall not include any information which

(a) Is or becomes publicly known through no wrongful act or omission by the receiving party;

(b) Is known by a receiving party without any proprietary restrictions at the time of receipt of such Information from the disclosing party and/or customer;

Or

(c) Becomes rightfully known by a receiving party without proprietary restrictions from a source other than the disclosing party or customer

(d) Independently developed by the receiving party;

or

(e) Approved by the disclosing party for release.

Either party acknowledges the confidential and proprietary character of the Confidential Information and agrees that the Confidential Information is the exclusive and valuable property of the disclosing party. Both parties undertake to protect the Confidential Information with the same degree of care as they use to protect their own Confidential Information. Accordingly, the receiving party agrees not to reproduce any of the Information except as necessary to perform services hereunder, and not to divulge all or any part of the Confidential Information to any third party, either during or after the term of this Agreement.

The secrecy of the Confidential Information disclosed pursuant to this Agreement shall be maintained for a period of five (5) years following disclosure thereof. In case of breach, the affected party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.

5. Intellectual Property:

The parties agree that neither of them shall acquire by virtue of this Agreement or any agreement, any rights of ownership, right to use or any other interest, right or title of copyrights, patents, trade secrets, trade marks, or any other Intellectual Property rights

owned by the other party and/or developed or created independently by other party during this Agreement, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed or otherwise alienated to the other party, nor the other party shall be entitled to claim any right, title or interest therein, at any time.

6. **Annual Engagement Fee:**

Unless otherwise specified in a separate agreement, this MOU does not entail any financial commitment or reservation for liability on the part of either Party. Any activity requiring funding or cost-sharing shall be subject to a mutual written agreement in advance.

7. **Relationship Between the Parties:**

This MOU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Nothing in this MOU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party. At all times contemplated herein, Mentor Incubation Centre and Mentee Institute shall remain independent entities, each responsible for its own employees.

8. **Right of Refusal:**

Both parties shall reserve the right to refuse to undertake an assignment/ perceived business opportunity under the joint responsibility of this Agreement after citing appropriate reasons.

9. **No Liability:**

Neither Party shall be liable to the other for any damages, whether direct, indirect, incidental, consequential, or special damages arising out of the performance or non-performance of the terms hereunder, except for the breach of confidentiality and Intellectual Property.

10. **Participation in Similar Activities**

This MOU is a non-exclusive partnership, in no way restricts Mentor Incubation Centre or Mentee Institute from participating in similar activities with other public or private agencies, organizations, or individuals.

11. **Force majeure:**

Neither of the parties here to shall be considered in default in performance under the MoU if such performance is prevented or delayed by events such as war, civil war (whether declared or not), civil commotion, insurgency, hostilities, revolution, riots, strikes, lockouts, conflagrations, epidemics, accident, fire, flood, droughts, pandemics, earthquake or any act of god or order of the Government or causes beyond the reasonable control of the party affected, provided notice in writing is given within ten days, failing which, within the shortest period, by party affected. Soon after the cause of majeure has been removed, the party whose ability to perform its obligation has been affected shall

notify the other of such cessation and of the actual delay occurring, such affected activity abducting necessary evidence in support thereof. From the date of occurrence of a case of force majeure, the obligations of the party affected shall be suspended during the continuance of any inability resulting there from have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the delay occasioned by such events. Should one or both parties be prevented from fulfilling the obligations by a state of Force Majeure lasting for a period of more than three (3) months, the parties shall consult each other and decide on the future execution of the MOU or/and the respective Project Agreement.

12. Extension or amendment of this MOU:

This MOU may be extended or amended only through common written consent between the Parties. The decision to amend or extend the MOU, and language describing the agreed-upon changes, shall be documented in writing, including thedate of the amendment/extension, and the signatures of the authorised signatory of each Party.

13. Notices:

All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first-class mail or reputable courier service return receipt requested to the address stated in the first page of this MoU. Electronic communications are admissible provided these are sent with a delivery confirmation receipt and followed by a physical copy mailed as set forth above.

14. Publicity:

Both Parties shall be entitled to issue or make any press releases or other public announcements relating to this MOU. However, all press releases or other public announcements relating to this MOU must be approved in advance and in writing, in each instance, by both the Parties.

15. Governing Law:

This MoU shall be construed, interpreted, and governed by the laws of the Republic of India & Civil Courts of Ananthapuramu shall have the exclusive jurisdiction with respect to this MoU.

16. Dispute Resolution:

Any disputes arising between the Parties regarding the interpretation or implementation of this Agreement or any controversy or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall be settled by arbitration conducted by a mutually appointed arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any amendments thereto. The arbitration proceedings shall be held in the English language. The arbitration proceedings shall be held at Ananthapuramu, Andhra Pradesh, India.

17. Severability:

If any provision of this Agreement shall be held invalid in arbitration/in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement. The parties shall endeavor to replace such invalid provision with another provision which, as far as legally possible, reflects the original intent of the Parties.

18. Counterparts:

This MoU shall be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed as of the day, and year first written above.

For and on behalf of	**For and on behalf of**
Ratan Tata Innovation Hub(RTIH) Ananthapuramu Spoke	G.Pulla Reddy Engineering College(A), Kurnool
04/05/26	
Dr. R. Hafeez Basha Chief Executive Officer Ratan Tata Innovation Hub (RTIH), Ananthapuramu Spoke, Anantapuramu (Dt),Andhra Pradesh. Mobile:8309304298 Email ID: ceo-ananthapuramu@rtih.co.in	**Dr. B. Sreenivasa Reddy** Principal G.Pulla Reddy Engineering College (A), G. Pulla Reddy Nagar, Nandyal Road, Kurnool (Dt), Andhra Pradesh. Mobile: 08518-270957 Email ID: principal@gprec.ac.in
Witness	**Witness**
(P. PARAMESH NAIK)	04/05/2026.

Annexure 1 – Scope of Engagement

S. No.	Offerings	Description
A	**Guidance in activities associated with setting up of an incubator** 1. Space, Design of incubator 2. Labs and Lab equipment 3. Legal structure of an incubator 4. Governance Mechanism 5. Sourcing, Selection, support for startups 6. Eco-system Development 7. Funding schemes for Incubator and Startups	• **Max 2 hrs** for the entire offerings. • Only verbal guidance will be provided.
B	Training/Awareness Sessions on following topics, in a year – 1 to 2 hrs per topic: • Topics may vary as per requirement & availability of the expert resources & after mutual agreement between two parties. • For the sessions more than designated numbers decided in each category would be charged separately. • Speakers Honorarium to be paid by the mentee institute. • Any travel expenses in such case to be paid by the mentee institute at actuals. • This is indicative list. Mentee Institute can also suggest different topics than mentioned in the list. Mentor team will help in facilitating the speaker arrangement. **Bootcamp/ Workshop** Topics may vary as per requirement & availability of the expert resources & after mutual agreement between two parties. • Felicitation for the sessions more than designated numbers decided in each category would be charged separately. • Speakers Honorarium to be paid by the mentee institute. • Any travel expenses in such case to be paid by the mentee institute at actuals	• If required, Mentor can conduct on chargeable basis on request. • This will be considered as an independent activity

C	1. Workshop covering below suggested topics with case studies i. BMC/Company compliances/IPR/Market potential/Finance and funding preparedness/ idea validation/ effective pitching etc… 2. Guest lectures – 1 lecture per day – Customizable i. First gen/successful entrepreneurs/Women entrepreneurs. 3. Idea competition – limited to boot-camp participants. 4. Events conducted by mentor i. Spark ii. Future Founders iii. Catalyst iv. Velocity Lab 5. Specifically for faculty we can have following separate sessions for capability building i. Pre-incubation Mentoring ii. How to run E-Cell/various activities on campus iii. Policy formation iv. Structure formation etc.	• If required, Mentor can conduct on chargeable basis on request. • This will be considered as an independent activity
D	**Competition** 1.Mentor Team will help in designing the competition theme, evaluation framework etc. 2. Mentor team can also be part of evaluation committee 3. Mentor Incubation Centre will support potential candidates for Pre-incubation	• This is not covered in thisscope of engagement shall be provide onrequest and pro rata basis • This will be considered as an independent activity

E	**Incubation SUPPORT** 1. Shortlisted candidate could be considered as Pre-Incubatee of Mentor Incubation Centre and mentored at the Mentee Institute 2. Shortlisted candidates can use Mentor's facility & infrastructure on case -to -case basis after getting evaluated, reviewed and recommended by Mentor management. 3. Office seating place could be offered on nominal chargeable basis. In such cases candidate will get below mentioned benefits: i. Access to different events at Mentor ii. Discounted pricing for captive and collaborative networking events, showcases, conferences, and forums if available for Mentor Incubation Centre startups iii. Access to high quality network of investors, mentors, and service providers iv. Access to COLLEGE OF ENGINEERING& our other associated engineering institution's student interns v. Access to Meeting rooms at Mentor Incubation Centre, City	• This is not covered in this scope of engagement. • This will be considered as an independent activity on demand /request
F	• Visit to MentorIncubation Centre/ Interaction with Start-ups Incubated companies. • Providing Internship on Pro Bono basis as per requirement.	