



MEMORANDUM OF UNDERSTANDING

Between

T-Hub Foundation

And

National Academy for Legal Studies and Research University of Law

23-Oct-2019

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N. Vasanthi



This Memorandum of Understanding ("MOU") is entered into and effective as of 23rd day of October 2019

By and Between

T-Hub Foundation (hereinafter referred to as "**T-Hub**"), a Company registered under Section 8 of Companies Act, 2013, having its registered office at Catalyst Building, International Institute of Information Technology, Gachibowli, Hyderabad, Telangana – 500 032, represented by Mr. Ravi G Narayan, Chief Executive Officer (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) of the ONE PART

And

National Academy for Legal Studies and Research University of Law, having its campus at NALSAR University of Law Post Box No.1, Justice City, Shameerpet, Medchal District, Hyderabad – 500078, through its authorized representative Prof. Faizan Mustafa, Vice Chancellor (hereinafter referred to as "**NALSAR**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); of the OTHER PART

"Party" shall mean either **T-Hub** or **Nalsar** and "Parties" shall mean **T-Hub** and **Nalsar** together.

1. Objective of the MoU

The objective of this MoU is to establish a close partnership between **Nalsar (CLEAR)** and **T-Hub** that will foster a collaborative environment in bringing the startups at **T-Hub** leverage the collective effort of both Parties in providing a legal and compliance framework, supporting them from registration of an entity to structuring transactions and complying with regulations, filing taxes to handling closures, entering into contracts to dealing with legal intricacies.

About the Initiative – CLEAR (Centre for Law, Entrepreneurship and Action Research)

Nalsar is envisaged as an array of interventions (research and consultative) geared towards creating an impact on the entrepreneurship environment in India. It also aims at enabling entrepreneurs by providing a broad based legal and commercial foundation for developing successful and impact generating business models.

The intend to facilitate entrepreneurs with critical enablers to support their transition from concepts to commercially viable businesses creating positive & sustainable impact. The CLEAR shall make conscious efforts towards facilitating knowledge, skills and expertise to foster lasting successes of enterprise creation as well as sustenance.



Some of the prominent areas in which CLEAR deals with are as follows.

A. Protection of Intellectual Property Rights over innovative solutions and associated technology

- a. Types of IPR recognized in India;
- b. Works which may be protected through IPR regime;
- c. Importance of protecting IPR;
- d. The process of IPR registration;
- e. Cross-border IPR protection;
- f. Government schemes for IPR protection and how to avail

B. Data Security its importance and the implications of failure to protect data

- a. Understanding the concept of data protection, privacy, data security;
- b. Existing legal landscape regulating data and privacy;
- c. The future of data protection, privacy, and data security- in India and globally;
- d. Understanding the implications of the emerging trends in data protection and privacy and data security;
- e. Making businesses compliant with data protection laws

C. Raising investment and understanding the legal, commercial, financial and strategic aspects of foreign investment in various sectors

- a. Fund raising and types of investment options;
- b. Risks associated with identified investment options;
- c. Fund raising process
- d. Tax implications of funds and investments;
- e. Raising foreign investment in different sectors;
- f. Compliance frameworks under Companies Act, 2013, Income Tax Act

D. Human Resources related issues arising within a business environment

- a. Awareness on forecasting and resource planning
- b. Applicability of employment laws – Central and State;
- c. Issues with the existing legal landscape;
- d. Structuring ESOPs
- e. Statutory compliance requirements
- f. Discussion on Employment Manual and SOPs design;

E. Raising investment and understanding the legal, commercial, financial and strategic aspects of foreign investment in various sectors

- a. Fund raising and types of investment options;
- b. Risks associated with identified investment options;
- c. Fund raising process
- d. Tax implications of funds and investments;
- e. Raising foreign investment in different sectors;



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- f. Compliance frameworks under Companies Act, 2013, Income Tax Act

F. *Creating Awareness on Corporate/Legal Lifecycle Issues*

- a. Transaction Structuring
- b. Contracts & Agreements
- c. Term Sheets & Definitive Agreements
- d. Secretarial Compliances
- e. Legal Issues

G. *Creating Awareness on Founder Related Issues*

- a. Primary & Secondary Stake Dilution
- b. Enabling founders to retain control over the company;
- c. Implications on Legal & Secretarial aspect of enterprise on promoters
- d. Exit Planning & Implications

H. *Creating Awareness on Sector-specific issues*

- a. Compliance requirements for emerging technologies such as IoT, AI, Blockchain, Augmented Reality, Cloud computing
- b. Compliance requirements for HealthTech
- c. Compliance requirements for E-commerce
- d. Compliance requirements for FinTech
- e. Compliance requirements for Transportation & Logistics
- f. Additional responsibilities of the Parties, if any, shall be as listed as agreed upon whenever necessary.

2. Period of MoU

This MoU shall come into force on day, date and place mentioned hereinabove and will be valid until revoked with written notice 30 days by either Party.

3. Responsibilities of NALSAR

- a) Conduct seminars, workshops and interactive sessions on areas discussed above, but not limited to, continually for the start-ups registered with T-Hub. (A Detailed Schedule to be prepared based on availability of slots for Thub and CLEAR).
- b) Establish a helpdesk, allowing start-ups to further engage with NALSAR team on business managerial, legal and regulatory assistance on a continuous basis.
- c) Provide advisory and consultancy services to start-ups on case-to-case basis as maybe required on mutually agreed terms and conditions.

4. Responsibilities of T-Hub

- a) Designated space within T-Hub campus(es) for two (2) resources from CLEAR Team.



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- b) Space for conducting events/ workshops on availability basis.

5. Jurisdiction and Arbitration

In the event of any dispute or difference between the parties hereto, the courts in Hyderabad alone shall have exclusive jurisdiction to try any matter arising between the parties here-to and accordingly both the parties shall submit to the exclusive jurisdiction of courts in Hyderabad as mutually decided at that time for this purpose.

Any dispute arising about any aspect of the MoU shall be settled through mutual consultation and agreement, by the parties to this MoU. In case a settlement is not arrived at, the dispute/s will come under the purview of the Arbitration and Conciliation Act, 1996 of India and the area of jurisdiction will be Hyderabad.

6. Termination

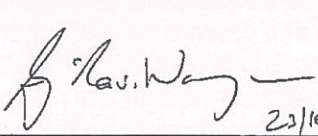
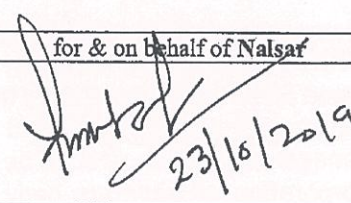
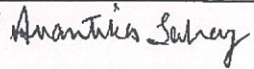
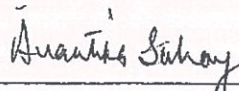
This MOU shall remain in effect until the first of the following shall occur:

- i. Either Party giving 30-day notice to the other Party for termination; or
- ii. The insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for the benefit of creditors of either Party; or

7. Amendment of the MoU

If during the operation of MoU, circumstances may rise which call for alteration/Modification to this MoU, such alteration/modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority T-Hub and Nalsar. Such changes will be formalized in writing as an 'Addendum' to this MoU and will be deemed to be a part of this MoU.

IN WITNESS WHEREOF the Parties hereto agreed by signing through their representatives duly authorized as such.

for & on behalf of T-Hub Foundation	for & on behalf of Nalsar
 23/10/2019	 23/10/2019
Witness: 	Witness:
Name:	Name:
Sign: 	Sign:



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 23rd day of September, 2019 at Hyderabad between

The Federation of Telangana Chambers of Commerce and Industry having its registered office at Red Hills, FAPCCI Marg, Hyderabad, Telangana 500004 herein represented by its President on one part hereinafter referred to as "FTCCI"

and

NALSAR University of Law, Hyderabad having its campus at Justice City, Shameerpet, Medchal District herein represented by its Vice-Chancellor of the other part hereinafter referred to as "NALSAR"

Witnesseth:

Whereas FTCCI (formerly known as FTAPCCI) is over hundred year Chamber of Commerce of trade, service and industry body representing the interests of various categories of its membership comprising of individual professionals, medium and small scale trade and industries, large scale sector and other trade bodies in the State of Telangana.

And Whereas NALSAR University of Law is a reputed Law University located in Hyderabad and is in the field of legal education, research and interalia engaged in the propagation of Alternative Forms of Dispute Resolution (hereinafter referred to as "ADR")

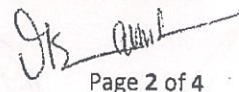
And Whereas FTCCI and NALSAR have expressed their joint interest in combining their relative strengths to set up 'NALSAR and FTCCI INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION' (herein after referred to as ADR Centre) of "high standards and quality" both in terms of infrastructure and service at the FTCCI's premises in the area of about 3500 square feet located in the second floor of the FTCCI property known as "Federation House" situated at 11-6-841, Federation House, Red Hills, FAPCCI Marg, Hyderabad, Telangana 500004.

Now this Agreement witnesseth and it is agreed between the parties hereto as follows:

1. Both FTCCI and NALSAR shall jointly promote a society to be incorporated under the Telangana Societies Act as a body that would manage and operate the ADR Centre.
2. The objects of the said society and the day to day regulations (bye-laws) including the management structure shall be jointly finalized and approved for the purpose of incorporation as separate body by both the parties hereto who shall be the subscribers to the said objects and regulations.
3. The objectives of the society may include
 - 3.1. To establish International Centre for ADR consisting of Arbitration Centre; Mediation Centre (Consumer & Commercial Disputes); Mediation Centre (Family Disputes) and any other Centre for alternative dispute resolution mechanism;
 - 3.2. To publish magazines containing arbitral awards and judicial decisions pertaining to arbitration, research data and studies of projects undertaken in India or abroad on arbitration matters;



- 3.3. To disseminate the information and educational material concerning arbitration process and laws, rules or procedures, techniques and facilities, international conventions etc. on arbitration matter;
 - 3.4. To conduct training programmes and sensitization programmes on arbitration, mediation and other techniques of ADR methods;
 - 3.5. To identify and maintain a panel of qualified Arbitrators / Mediators specialized in various fields;
 - 3.6. To enter into MoU with different institutions for promotion of the activities of the Centre;
 - 3.7. To make available the premises for persons / institutions for conducting the proceedings for resolving their disputes;
 - 3.8. To offer courses on ADR;
 - 3.9. To undertake any other activity incidental, necessary or conducive to the attainment of the objectives of the Society.
4. The roles envisaged in the context of the said ADR Centre for the parties shall be as under:
- 4.1. FTCCI shall make available the aforesaid floor space for the said ADR Centre as a licensee with a nominal fee of Rs 10/- per month
 - 4.2. FTCCI and NALSAR with the help of the Technical Experts shall design the model layout of the ADR Centre; technical experts shall be provided by NALSAR;
 - 4.3. FTCCI shall provide funds for putting in place the required infrastructural facilities for the ADR Centre and make it functional;
 - 4.4. Both the parties shall draft the bye-laws and nominate people from each institution to be members of different Governing Bodies & Committees of the Society and take necessary steps to register the Society at the earliest; Enable to secure men of eminence in the field of law and social justice to adorn governing body/Council of the proposed Society in whatever manner so as to provide the required credibility and position the same as a premier ADR Centre
 - 4.5. FTCCI has to contribute the initial expenditure for establishment of the ADR Centre and also the recurring expenditure towards salaries for the staff and other expenditure in relation to the day to day maintenance of the Centre;
 - 4.6. Both the parties shall prepare the guidelines for membership of the institutions to the ADR Centre and also develop the application form(s);
 - 4.7. Both the parties shall also prepare the eligibility requirement to identify eminent arbitration panel members; Both the parties should identify the experts and take their consent for preparing the panel of arbitrators / mediators / conciliators in various fields;
 - 4.8. NALSAR shall provide training inputs as may be required from time to time for various levels of staff including operational management with respect to the ADR Centre;
 - 4.9. Both the parties shall popularize the capabilities of the said ADR Centre among the concerned Government Departments, judicial or legal circles, corporates, PSUs and general public to utilize the facilities and services of the ADR Centre;
 - 4.10. Both the parties shall fix the charges and notify the fee for the membership registration;



- 4.11. The Society can rent out the premises to the outsiders for conducting arbitration and mediation proceedings on payment of rent and administrative charges as fixed by the Society;
- 4.12. In case of Institutional Arbitration, i.e., Arbitrators nominated by the ADR Centre at the request of both the parties, the Centre may charge certain percentage of fee out of the Arbitrator(s) Fee as institutional charges;
- 4.13. Both the parties shall explore the avenues for financial support from professional bodies / individuals / institutions etc. to set up and promote ADR Centre;
- 4.14. Both the parties may also approach the State Government of Telangana for financial support to promote ADR activities through the Centre. The funds, if any, sanctioned by the State Government of Telangana would be in the control of proposed society.
- 4.15. The funds raised for the Centre and the revenue generated by the Centre will be used for the development of the Centre. However, both NALSAR and FTCCI will have equal right to share the revenue generated by the Centre after deducting the expenditure;
- 4.16. Put in place risk management measures as may be suggested by NALSAR, so as to protect the confidential character of the affairs and proceedings at the ADR Centre;

5. Date of effect

This MoU will come into effect from the date it is signed by the authorized signatories of the two institutions.

6. Revision / Addition / Deletion of terms of MoU

Any revision / addition / deletion of the terms of the MoU shall be open for such revision / addition / deletion with mutual consent.

7. Validity of the MoU

This MoU shall be valid for a minimum period of five years from the date of commencement of the MoU and may be extended for further period(s) as agreed by both the parties.

8. Arbitration

In a rare case where a dispute should arise between NALSAR and FTCCI, it shall be sorted by mutual discussions and finally settled by arbitration.

9. Termination of MoU

This MoU can be terminated with either party giving notice of three months intimating their intention to terminate this MoU. In case of termination of the MoU, the surplus revenue of the Centre shall be shared equally by both the parties at the time of dissolution.

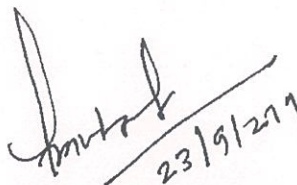


In witness whereof the parties have set their hands and seals on this 23rd September, 2019 (day month and year) first written herein above at Hyderabad.


23/9/2019

Sri Karunendra S. Jasti

President
Federation of Telangana Chambers of Commerce & Industry
(FTCCI) Hyderabad


23/9/2019

Prof. Faizan Mustafa

Vice-Chancellor
NALSAR University of Law
Hyderabad





