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MEMORANDUM OF UNDERSTANDING

Between

T-Hub Foundation

And

National Academy for Legal Studies and Research University of Law

23-Oct-2019

NALSAR UNIVERSITY OF LAW
Justice City Shameerpet

N. Vasanthi

This Memorandum of Understanding ("MOU") is entered into and effective as of 23th 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 structing 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.

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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: Anantika Sahay	**Witness:**
Name:	**Name:**
Sign: Anantika Sahay	**Sign:**

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V. Vasanthi