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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



RATAN TATA
innovation Hub

AND

CHALAPATHI COLLEGE OF PHARMACY

DATE: 15-05-2026

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as this "MoU" or "Agreement") is entered into on this 15th of May, 2026 (the "Effective Date"),

BETWEEN:

Ratan Tata Innovation Hub ("RTIH"), Amaravati Foundation, a company incorporated under Section 8 of the Companies Act, 2013, bearing Corporate Identification Number (CIN) U94990AP2025NPL119975, and having its registered office at 4th Floor, Mayuri Tech Park, Mangalagiri Bypass, Guntur District, Andhra Pradesh-522503, represented herein by **Lt Cdr Nikhil AG (retd.), Strategic Initiatives & Impact Lead** (hereinafter referred to as "RTIH");

AND

CHALAPATHI COLLEGE OF PHARMACY ("Institution"), an Affiliated College established under PHARMACY COUNCIL OF INDIA/ACHARYA NAGARJUNA UNIVERSITY, having its registered address at AR NAGAR, MOTHADAKA, GUNTUR, ANDHRA PRADESH-522016, represented herein by **DR. VENKATA RAMA RAO NALLANI, Principal** (hereinafter referred to as the "Institution");

RTIH and the Institution are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS,

A. RTIH is engaged in fostering innovation and entrepreneurship among students across higher educational institutions through structured, state-wide programs designed to identify, support, and progress student-led innovations from ideation to venture readiness;

B. RTIH has designed, operationalised, and centrally orchestrates a statewide student innovation and entrepreneurship program known as "InnoTribe" (the "Program"), which provides a differentiated, tiered pathway from awareness and ideation through to challenge-based problem solving, incubation readiness, and potential venture formation;

C. The Institution is a recognised institution of higher education desirous of participating in the Program as a collaborating institution, for the purpose of enabling its students to access InnoTribe's structured innovation ecosystem;

D. The Parties now desire to set forth their mutual understanding, responsibilities, and the terms of collaboration in respect of the Program, on a non-exclusive, non-binding (except as expressly stated herein) basis, and in accordance with the terms set out below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and sufficient consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree to the following:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this MoU, unless the context otherwise requires, the following terms shall have the meanings ascribed to them:

- a. **“Applicable Law”** means all applicable statutes, laws, regulations, rules, notifications, circulars, and governmental directives in force in India from time to time.
- b. **“Confidential Information”** means all non-public information of either Party, including student data, program data, financials, strategies, and operational details disclosed in connection with this MoU.
- c. **“E-Cell” or “Entrepreneurship Cell”** means the institutional body or student-led committee established or activated at the Institution under RTIH's guidance for the purpose of executing Program activities at the campus level.
- d. **“Effective Date”** means the date specified on the cover page of this MoU from which this MoU shall be operative.
- e. **“Faculty Coordinator”** means the full-time faculty member nominated by the Institution under Clause 3.2(a), responsible for coordination, implementation, and compliance of Program activities at the Institution.
- f. **“Grant”** means any financial support, award, or incentive, whether from RTIH, government bodies, or other sources, channelled through RTIH or its designated Section 8 Entity in connection with the Program.
- g. **“LMS”** means the Learning Management System made available by RTIH to Student Participants and faculty coordinators for structured learning and skill development activities under the Program.
- h. **“MIS”** means the Management Information System, being RTIH's digital platform for program registration, tracking, reporting, and monitoring of Student Participant data and institutional activity data.
- i. **“Outpost”** means a higher-level institutional designation conferred solely by RTIH under a separate written agreement or addendum, which authorises the designated institution to serve as a regional co-ordination hub for the Program. Outpost designation is expressly excluded from this base MoU.

- j. **“Participation Tier” or “Tier”** means the level of institutional engagement under the Program, categorised as Entry (Level A), Active (Level B), or Embedded (Level C), as more fully described in Clause 4.
- k. **“Playbooks”** means RTIH's proprietary operational guides, frameworks, and manuals made available to participating institutions to support execution of Program activities.
- l. **“Program” or “InnoTribe”** means the student innovation and entrepreneurship program conceptualised, owned, and centrally administered by RTIH under the brand name 'InnoTribe', comprising structured stages of student engagement from awareness to venture readiness, as updated by RTIH from time to time.
- m. **“Program Activities”** means all activities conducted under the Program including awareness sessions, workshops, ideation challenges, hackathons, mentoring sessions, and progression support initiatives as prescribed by RTIH from time to time.
- n. **“Program IP”** means all intellectual property owned by or licensed to RTIH in connection with the Program, including but not limited to the InnoTribe brand, frameworks, curricula, Playbooks, LMS content, toolkits, evaluation matrices, and methodologies.
- o. **“Program Materials”** means all content, documents, resources, and materials provided by RTIH in connection with the Program, including but not limited to Playbooks, LMS content, toolkits, templates, training materials, and related documentation.
- p. **“Section 8 Entity”** means a company incorporated under Section 8 of the Companies Act, 2013, as may be established or designated by RTIH for the purpose of receiving and routing grants, financial support, or programmatic funds in connection with the Program.
- q. **“Spoke”** means an institution formally designated by RTIH in writing as a Program Spoke, authorised to assist in mobilising and referring participating institutions to RTIH. Spoke designation is expressly excluded from this base MoU.
- r. **“Student Participants”** means students enrolled at the Institution who are registered in the MIS as participants in one or more stages of the Program.
- s. **“Term”** has the meaning assigned in Clause 11.1.
- t. **“Third Party”** means any person or entity other than the Parties to this MoU.

1.2 Interpretation

- a. Unless the context requires otherwise, references to a Clause include all sub-clauses thereof.
- b. Words importing the singular include the plural and vice versa.
- c. References to applicable law include all amendments, re-enactments, and subordinate legislation thereunder.
- d. Headings are for convenience only and shall not affect the interpretation of this MoU.

2. PURPOSE AND SCOPE

2.1 Purpose

The purpose of this MoU is to establish a non-exclusive, programmatic collaboration between RTIH and the Institution for the implementation of the InnoTribe Program at the Institution's campus(es), with the overarching goal of fostering student innovation and entrepreneurship.

2.2 Scope

The scope of collaboration under this MoU includes:

- a. Activation of an E-Cell at the Institution and mobilisation of Student Participants into the Program.
- b. Implementation of Program activities at the relevant Participation Tier, as described in Annexure A.
- c. MIS registration, tracking, and reporting as stipulated in Annexure B.
- d. Access by Student Participants and the designated faculty coordinator to Program resources, including LMS, Playbooks, mentors, and associated toolkits.
- e. Compliance with RTIH's program governance, reporting, and audit requirements.

2.3 Exclusions

This MoU expressly does NOT:

- a. Constitute a partnership, joint venture, agency, franchise, or fiduciary relationship between the Parties.
- b. Transfer any equity, ownership interest, or intellectual property rights from either Party to the other.
- c. Authorise the Institution to incubate startups independently under RTIH's brand, Program IP, or branding assets.
- d. Confer Outpost or Spoke designation upon the Institution. Such designations require a separate written agreement executed by both Parties.
- e. Authorise the Institution to hold, receive, disburse, or administer RTIH funds, grants, or financial instruments unless expressly authorised in writing by RTIH.

3. ROLES AND RESPONSIBILITIES

3.1 RTIH's Responsibilities

RTIH shall be responsible for the following in connection with the Program:

- a. Program Design and Governance: Designing, maintaining, and updating the Program structure, frameworks, stages, and evaluation criteria; communicating all substantive changes to participating institutions in a timely manner.
- b. Central Orchestration: Serving as the central Program orchestrator, including setting quality benchmarks, maintaining the Program calendar, and overseeing consistency of implementation across all participating institutions.
- c. Resource Provision: Making available to the Institution, subject to the Participation Tier, the following resources: (a) Playbooks and operational toolkits; (b) access to the LMS for Student Participants and faculty coordinators; (c) mentors, evaluators, and subject-matter experts as available and as determined by RTIH; and (d) Program branding guidelines and communication templates.
- d. MIS Platform: Maintaining and managing the MIS platform; providing training and support to the Institution's designated faculty coordinator for MIS usage; and undertaking monitoring, evaluation, and data analysis based on MIS inputs.
- e. Outpost Oversight: Monitoring performance of designated Outposts (which are governed by separate agreements) and ensuring co-ordination between Outposts and participating institutions where relevant.
- f. Section 8 Support: Where eligible and where separately agreed, supporting advanced institutions in understanding the process for establishing a Section 8 entity for the purpose of grant routing; provided that RTIH's support in this regard shall be advisory only and shall not create any obligation on RTIH to fund or operationally support such entity.
- g. Correction Notices: Issuing corrective action notices to the Institution in the event of non-compliance, misrepresentation, or deviation from Program requirements, and providing reasonable timelines for remediation.

3.2 Institution's Responsibilities

The Institution shall be responsible for the following:

- a. Faculty Coordinator: Nominating, within fifteen (15) days of the Effective Date, a full-time faculty member as the designated Program Coordinator DR.SAI GANESH MAMIDISETTI, DEPT. OF PHARMACY PRACTICE who shall serve as the primary liaison with RTIH and shall hold responsibility for on-campus Program implementation.

- b. E-Cell Establishment: Establishing or activating an E-Cell within sixty (60) days of the Effective Date, in accordance with RTIH's guidelines, and maintaining the E-Cell in active operational status throughout the Term.
- c. Student Mobilisation: Actively promoting and mobilising student participation in the Program, targeting a minimum of 400 registered Student Participants per academic year, in accordance with the applicable Tier targets set by RTIH.
- c. Program Activities: Conducting and facilitating the execution of all Program activities relevant to the Institution's Participation Tier (awareness campaigns, ideation workshops, challenges, hackathons, progression support), as detailed in Annexure A.
- d. MIS Reporting: Ensuring timely and accurate input of all required data into the MIS, including registration of Student Participants, activity logs, progress tracking, and outcome reporting, as detailed in Annexure B.
- e. Compliance: Adhering to all applicable RTIH guidelines, Playbooks, and Program policies. Promptly addressing any corrective action notices received from RTIH.
- f. Audit Readiness: Maintaining institutional records relating to Program implementation in a manner that is accessible for audit by RTIH or its authorised representatives upon reasonable prior notice.
- g. No Misrepresentation: Not making any representations to students, third parties, government bodies, or the public that exceed the scope of this MoU or misrepresent the Institution's role, status, or authority under the Program.

3.3 Additional Responsibilities: Active Tier (Level B) Institutions

In addition to the obligations under Clause 3.2, Active Tier institutions shall:

- a. Establish a functioning E-Cell with an active student executive committee.
- b. Conduct a minimum of 2 structured innovation activities per semester as prescribed in Annexure A.
- c. Appoint a designated Industry/Mentor Connect Point of Contact for facilitating mentor engagement.
- d. Participate in inter-institutional events organised by RTIH or designated Outposts.

3.4 Additional Responsibilities: Embedded Tier (Level C) Institutions

In addition to the obligations under Clauses 3.2 and 3.3, Embedded Tier institutions shall:

- a. Integrate InnoTribe program activities into their institutional co-curricular or extra-curricular framework.
- b. Designate dedicated physical or virtual space for E-Cell operations.
- c. Enable direct student progression pathways to RTIH's advanced program stages, including proto-incubation referrals.
- d. Where eligible, explore establishment of institutional support structures (such as a Section 8 entity) for grant receipt, in consultation with and subject to approval by RTIH.

Outpost designation is NOT part of this base MoU and shall only be conferred under a separate, formally executed Outpost Agreement. The Institution shall not hold itself out as an RTIH Outpost or Spoke on the basis of this MoU.

4. PARTICIPATION MODEL AND TIER STRUCTURE

4.1 Tier Classification

The Institution's participation under this MoU is classified at the following Participation Tier as of the Effective Date:

Tier	Level Designation	Current Status
Entry	Level A – Awareness & Activation	-
Active	Level B – Engagement & Progression	-
Embedded	Level C – Integration & Ecosystem	The Institution has achieved deep integration and is contributing to the innovation ecosystem.

Applicable Tier for this MoU: [Entry / Active / Embedded]

4.2 Tier Clarification

The Parties acknowledge and agree that:

- a. Tier classification reflects the scope and depth of the Institution's programmatic engagement and does NOT constitute a legal ranking, hierarchy, certification, or award of status.
- b. Tier classification does not confer or imply any agency, authority, or sub-contractual relationship between the Institution and RTIH.

- c. Tier upgrades or downgrades during the Term shall be effected by written addendum signed by both Parties, upon RTIH's assessment of institutional performance, as measured through MIS data and program outcomes.

5. GOVERNANCE AND REPORTING

5.1 Program Governance

RTIH shall be the sole and final authority on all matters relating to Program design, stage structure, evaluation criteria, progression pathways, brand standards, and program policies. The Institution shall have no authority to modify, supplement, or deviate from any RTIH Program guidelines without prior written consent of RTIH.

5.2 Institutional Point of Contact

The following persons are designated as Points of Contact for the purposes of this MoU:

	RTIH	Institution
Name	Mr. Bataram Sai Ram	DR SAI GANESH MAMIDISETTI,
Designation	Manager, Youth OutReach	DEPT OF PHARMACY PRACTICE
Email	manager.youthoutreach@rtih.co.in	mamidisettisaiganesh@gmail.com
Phone	+91 8919366009	+91 8106167907

Changes to the designated Point of Contact shall be communicated in writing by the relevant Party within seven (7) days of such change.

5.3 MIS Reporting Obligations

The Institution shall ensure:

- a. All Student Participants are registered on the MIS within seven (7) days of their enrolment in the Program.
- b. Activity logs, event records, and milestone data are updated on the MIS within forty-eight (48) hours of completion of each Program activity.
- c. Quarterly performance reports are submitted to RTIH through the MIS or in such other format as RTIH may specify (see Annexure B for detailed reporting requirements).

- d. End-of-year institutional self-assessment reports are submitted in the format prescribed by RTIH.

5.4 Monitoring and Review

RTIH shall have the right, exercisable upon forty-eight (48) hours' prior notice, to:

- a. audit the Institution's MIS data and program records;
- b. conduct virtual or in-person reviews of Program implementation;
- c. require the Institution to furnish any additional data, records, or documentation relevant to Program compliance; and
- d. issue corrective action directives, which the Institution shall implement within the timeline specified by RTIH.

5.5 Audit Readiness

The Institution shall maintain proper records of all Program-related activities, student data, event documentation, and communications for a minimum period of five (5) years from the date of creation of such records, or such longer period as may be required by applicable law or RTIH's grant-compliance obligations.

6. FINANCIAL TERMS

6.1 No Financial Consideration (Default)

Unless specifically and expressly agreed upon in a separate written financial addendum executed by both Parties, this MoU is a non-commercial arrangement and no fees, charges, or financial consideration shall be payable by either Party to the other solely by virtue of participation in the Program.

6.2 Grants and Financial Support

Where Grants are made available in connection with the Program (whether from RTIH, government bodies, or external funders), the following conditions shall apply:

- a. All Grants shall be routed exclusively through RTIH or such Section 8 Entity as may be designated by RTIH for this purpose. The Institution shall have no authority to negotiate, receive, hold, or disburse any Grant without RTIH's prior written authorisation.
- b. Where Grant routing to the Institution is authorised in writing, such routing shall be governed by a separate grant agreement specifying utilisation norms, reporting requirements, and audit obligations, which shall prevail over this MoU in case of conflict.

- c. The Institution shall maintain a separate account or dedicated sub-ledger for any Grant amounts received, and shall submit utilisation certificates in the format prescribed by RTIH within thirty (30) days of utilisation or as required under the applicable grant conditions.

6.3 Prohibition on Fund Handling

The Institution is strictly prohibited from:

- a. collecting any fees from Student Participants on behalf of RTIH or under the InnoTribe brand;
- b. representing to any third party that it is authorised to receive or disburse RTIH funds; or
- c. entering into any financial commitment in RTIH's name or on RTIH's behalf. Any breach of this Clause shall entitle RTIH to terminate this MoU with immediate effect under Clause 11.3.

6.4 Own Expenditure

Each Party shall bear its own costs incurred in the performance of its respective obligations under this MoU, unless otherwise agreed in writing.

7. INTELLECTUAL PROPERTY

7.1 Student-Owned IP

Any intellectual property created by Student Participants in the course of their participation in the Program (including but not limited to innovations, prototypes, software, business plans, designs, and inventions) shall, as between the Parties, be owned by the Student Participant(s) who created it, subject to any separate IP agreement entered into between such Student Participant(s) and RTIH and/or the Institution. This MoU does not create any right, title, or interest in Student Participant IP in favour of either Party.

7.2 Program IP

All Program IP, including the InnoTribe brand, name, logo, Program frameworks, evaluation methodologies, Playbooks, LMS content, toolkits, training materials, and any derivative works created by RTIH, shall remain the sole and exclusive property of RTIH. The Institution is granted a limited, non-exclusive, non-transferable, revocable licence to use Program IP solely for the purpose of implementing the Program at the Institution during the Term, subject to RTIH's brand guidelines (Annexure C).

7.3 No Implied Transfer

Nothing in this MoU shall be construed as transferring, assigning, or creating any ownership, licence, or other intellectual property right in either Party's IP to the other, except as expressly stated in this Clause 7. There are no implied licences under this MoU.

7.4 Institution's Representations on IP

The Institution represents and warrants that any materials it provides to RTIH or makes available to Student Participants in connection with the Program shall not infringe the intellectual property rights of any third party.

8. BRANDING AND REPRESENTATION

8.1 Acknowledgement of Funding Support

The Institution acknowledges that the Program may be supported, in whole or in part, through grants, sponsorships, or corporate social responsibility (CSR) contributions from third-party funding partners identified by RTIH from time to time.

The Institution agrees that, where expressly communicated in writing by RTIH, it shall provide appropriate acknowledgment of such funding support in connection with Program Activities, including display of specified logos or credits at Program events or materials, strictly in accordance with branding guidelines issued by RTIH.

For the avoidance of doubt:

- (a) such acknowledgment shall not be construed as creating any contractual relationship between the Institution and such funding partner;**
- (b) the Institution shall not represent such funding partner as having any operational role in Program implementation; and**
- (c) all branding, acknowledgment, and communication relating to such funding partner shall remain subject to RTIH's prior approval and control.**

8.2 Permitted Use of RTIH Brand

The Institution may use the InnoTribe brand name, logo, and Program-related branding assets solely:

- a. In the context of promoting and executing Program activities at the Institution's campus;
- b. In accordance with the brand guidelines set out in Annexure C (and any updated guidelines communicated by RTIH); and

- c. With prior written approval from RTIH for any external communications, press releases, media content, or publications that feature RTIH's name, logo, or Program brand.

8.3 Prohibited Representations

The Institution shall NOT, without prior express written authorisation from RTIH:

- a. Represent itself as an RTIH Outpost, Spoke, or affiliate in any communication, collateral, website, social media, or public forum.
- b. Use the InnoTribe brand or any RTIH branding on materials unrelated to the Program or beyond the scope of this MoU.
- c. Modify, adapt, or create derivative works of RTIH's branding assets.
- d. Claim any right to represent RTIH or act in RTIH's name.

8.4 Institutional Branding

RTIH may reference the Institution's name in connection with the Program in its communications, reports, program materials, and public disclosures, subject to the Institution's reasonable brand guidelines communicated to RTIH in writing.

8.5 Survival

The obligations under this Clause 8 shall survive the termination or expiry of this MoU for a period of one (1) year.

9. LEGAL STATUS AND RELATIONSHIP OF THE PARTIES

The Parties expressly acknowledge and agree that:

- 9.1 This MoU does NOT create a partnership, joint venture, agency, employment, or similar legal relationship between the Parties. Neither Party shall have the authority to bind the other Party to any obligation, representation, or commitment.
- 9.2 RTIH and the Institution are independent parties. Neither Party shall be liable for the actions, omissions, debts, obligations, or liabilities of the other Party.
- 9.3 No fiduciary relationship is created between the Parties. Neither Party assumes any fiduciary duty or obligation towards the other by virtue of this MoU.
- 9.4 Faculty coordinators, program volunteers, or other personnel engaged by the Institution in connection with the Program shall be employees, agents, or representatives of the Institution alone, and shall not be considered employees, agents, or representatives of RTIH.

9.5 This MoU does not create any third-party beneficiary rights in favour of Student Participants or any other person.

10. LIABILITY AND INDEMNITY

10.1 RTIH's Limitation of Liability

RTIH shall not be liable to the Institution, Student Participants, or any third party for:

- a. Any loss, damage, claim, or liability arising from the actions or omissions of the Institution, its employees, faculty, or agents;
- b. The outcomes of Student Participant innovations, ventures, or business plans, including the failure of any startup or innovation project;
- c. Any consequential, indirect, incidental, or special loss or damage, whether in contract, tort, or otherwise, howsoever arising;
- d. Any claim arising from the Institution's non-compliance with applicable law or regulatory requirements.

10.2 Institution's Indemnity

The Institution shall indemnify, defend, and hold harmless RTIH, its trustees, directors, officers, employees, mentors, and agents from and against any and all claims, losses, damages, penalties, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- a. Any breach by the Institution of its obligations, representations, or warranties under this MoU;
- b. Negligent or wilful acts or omissions of the Institution, its employees, or agents;
- c. Misuse of the RTIH brand, Program IP, or grant funds by the Institution;
- d. Any misrepresentation by the Institution regarding its authority, status, or role under the Program; or
- e. Any violation of applicable law by the Institution in connection with the Program.

10.3 RTIH's Indemnity

RTIH shall indemnify and hold harmless the Institution from and against claims arising solely from RTIH's material breach of its obligations under this MoU or RTIH's wilful misconduct or gross negligence in connection with the Program.

10.4 Mutual Cap on Liability

To the maximum extent permitted by applicable law, neither Party's aggregate liability to the other under this MoU shall exceed the value of any financial consideration actually exchanged between the Parties in the twelve (12) months preceding the claim, or INR One Lakh (₹1,00,000), whichever is lower. This cap shall not apply to liability arising from fraud, gross negligence, wilful misconduct, or breach of confidentiality obligations.

11. TERM AND TERMINATION

11.1 Term

This MoU shall be effective from the Effective Date and shall remain in force for a period of three (3) years (the "**Term**"), unless earlier terminated in accordance with this Clause. The Term may be renewed for successive periods of one (1) year each by mutual written agreement of the Parties at least thirty (30) days prior to expiry.

11.2 Termination for Convenience

Either Party may terminate this MoU without cause by providing sixty (60) days' prior written notice to the other Party. Upon termination for convenience, the Institution shall cease use of all RTIH branding and Program IP, and shall ensure proper handover of MIS data and program records to RTIH within thirty (30) days of the termination date.

11.3 Termination for Cause

RTIH may terminate this MoU with immediate effect upon written notice to the Institution in the event of:

- a. Material breach of any obligation under this MoU, which remains unremedied for fifteen (15) days after written notice from RTIH requiring remedy;
- b. Misuse of the RTIH brand, Program IP, or InnoTribe branding by the Institution or its representatives;
- c. Unauthorised holding, deployment, or misappropriation of grant funds;
- d. Representing the Institution as an RTIH Outpost or Spoke without formal designation;
- e. Incubating startups independently under RTIH branding without authorisation;
- f. Conviction of the Institution or its key personnel for a criminal offence related to fraud, corruption, or misappropriation; or
- g. Any event that, in RTIH's reasonable assessment, brings the Program or RTIH into disrepute.

The Institution may terminate this MoU for material breach by RTIH, provided written notice has been given and the breach remains unremedied for thirty (30) days.

11.4 Consequences of Termination

Upon termination or expiry of this MoU:

- a. All licences granted to the Institution under this MoU shall immediately cease.
- b. The Institution shall immediately discontinue use of all RTIH branding, Program IP, and Program materials.
- c. The Institution shall return or destroy all Program materials as directed by RTIH.
- d. MIS data and all institutional program records shall be transferred to RTIH within thirty (30) days.
- e. Student Participants who are mid-stage in the Program at the time of termination shall be transitioned to alternative institutional support as mutually agreed.

11.5 Survival

The following provisions shall survive the expiry or termination of this MoU: Clause 7 (Intellectual Property), Clause 8 (Branding and Representation – for one-year post-termination), Clause 10 (Liability and Indemnity), Clause 12 (Confidentiality and Data Protection), Clause 13 (Dispute Resolution), and this Clause 11.4.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1 Confidentiality Obligations

Each Party shall:

- a. Hold all Confidential Information of the other Party in strict confidence;
- b. Not disclose any Confidential Information to any third party without prior written consent, except to those employees, advisors, or representatives who need to know such information for the purpose of this MoU and who are bound by equivalent confidentiality obligations;
- c. Use Confidential Information solely for the purpose of fulfilling obligations under this MoU;
and
- d. Promptly notify the other Party upon becoming aware of any actual or suspected unauthorised disclosure of Confidential Information.

12.2 Exceptions

The obligations under Clause 12.1 shall not apply to information that:

- a. Is or becomes publicly known through no fault of the receiving Party;
- b. Was already known to the receiving Party prior to disclosure, as evidenced by written records;
- c. Is independently developed by the receiving Party without reference to the Confidential Information; or
- d. Is required to be disclosed by law, court order, or regulatory direction, provided the disclosing Party is given reasonable prior notice to seek protective measures.

12.3 Student Data

The Parties acknowledge that student data collected in connection with the Program (including personal data such as names, contact details, academic details, and project information) is sensitive.

The Institution shall:

- a. Obtain all necessary consents from students prior to sharing their data with RTIH through the MIS;
- b. Process and handle student data in compliance with the Digital Personal Data Protection Act, 2023 (as notified) and any other applicable data protection laws;
- c. Not share student data with any third party (other than RTIH) without express prior consent of the affected students; and
- d. Implement reasonable technical and organisational measures to protect student data from unauthorised access, loss, or misuse.

12.4 RTIH's Data Obligations

RTIH shall process student data received through the MIS in accordance with its privacy policy and applicable law, and shall use such data solely for Program-related monitoring, evaluation, and reporting purposes.

12.5 Duration of Confidentiality

The confidentiality obligations under this Clause 12 shall survive the termination or expiry of this MoU for a period of five (5) years.

13. DISPUTE RESOLUTION

13.1 Negotiation

In the event of any dispute, difference, or claim arising out of or in connection with this MoU (including its validity, breach, termination, or interpretation) ("Dispute"), the Parties shall first attempt to resolve the Dispute amicably through good-faith negotiation between their respective senior representatives within thirty (30) days of written notice of the Dispute.

13.2 Arbitration

If the Dispute is not resolved within the negotiation period under Clause 13.1, the Dispute shall be referred to and finally resolved by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. If the Parties are unable to agree on a sole arbitrator within fifteen (15) days, the appointment shall be made in accordance with the rules of the Indian Council of Arbitration or such other arbitral institution as may be agreed. The seat and venue of arbitration shall be **Amaravati, Andhra Pradesh**. The language of arbitration shall be English. The award of the arbitrator shall be final and binding.

13.3 Governing Law

This MoU shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

13.4 Jurisdiction

Subject to Clause 13.2, the Parties submit to the exclusive jurisdiction of the courts at **Amaravati, Andhra Pradesh** for any interim relief or enforcement proceedings.

14. MISCELLANEOUS

14.1 Entire Agreement

This MoU, together with its Annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings, whether written or oral, relating thereto.

14.2 Amendment

No amendment, modification, or waiver of any provision of this MoU shall be valid or binding unless made in writing and signed by authorised representatives of both Parties.

14.3 Waiver

No failure or delay by either Party in exercising any right, power, or remedy under this MoU shall constitute a waiver thereof. A waiver of any specific breach shall not constitute a waiver of any subsequent breach.

14.4 Severability

If any provision of this MoU is found to be invalid, unenforceable, or contrary to applicable law by a court or arbitral tribunal of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. The remaining provisions shall continue in full force and effect.

14.5 No Assignment

Neither Party shall assign, transfer, or sub-contract any of its rights or obligations under this MoU to any third party without the prior written consent of the other Party. Any purported assignment in violation of this Clause shall be void.

14.6 Force Majeure

Neither Party shall be in breach of this MoU or liable for any delay or failure in performance of its obligations hereunder to the extent such delay or failure results from circumstances beyond such Party's reasonable control (including natural disasters, government actions, pandemic, or other events of force majeure), provided the affected Party notifies the other Party promptly and uses reasonable efforts to resume performance as soon as practicable.

14.7 Notices

All notices and communications under this MoU shall be in writing (including email, confirmed by delivery receipt) and addressed to the Points of Contact designated in Clause 5.2. Notices shall be deemed received: (a) on delivery, if delivered by hand; (b) two (2) business days after posting, if sent by registered post; or (c) on confirmed delivery receipt, if sent by email.

14.8 Counterparts

This MoU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid under the Information Technology Act, 2000.

EXECUTION

IN WITNESS WHEREOF, the authorised representatives of the Parties have executed this Memorandum of Understanding as of the Effective Date first written above.

For and on behalf of
Ratan Tata Innovation Hub (RTIH)

Signature: 

Name: Lt Col N. Nikul A.

Designation: Strategic Initiatives & Impact Lead

Date: 15 May 26


Place: RTIH Amravati

Seal / Stamp of RTIH



For and on behalf of
[Full Legal Name of Institution]

Chalapathi College of Pharmacy

Signature: 
15/05/2026

Name: Dr. N. V. Rama Rao

Designation: Principal

Date: 15/05/2026

Place: RTIH
Amravati

Seal / Stamp of Institution



ANNEXURE A

Roles & Responsibilities Aligned with InnoTribe Participation Tiers

This Annexure forms an integral part of the MoU and shall be read in conjunction with Clauses 3 and 4.

1. Entry Tier (Level A) – Awareness & Activation

Activity / Obligation	Description & Minimum Standard
Faculty Coordinator Nomination	Nominate within 15 days of Effective Date; single point of contact for RTIH.
E-Cell Registration	Register E-Cell on MIS within 60 days of Effective Date.
Awareness Campaigns	Minimum 2 InnoTribe awareness events per semester (posters, info sessions, etc.).
Student Registration	Minimum 400 Student Participants registered on MIS per academic year.
MIS Reporting	Monthly activity updates on MIS; quarterly summary report.
Brand Compliance	Use of InnoTribe branding only in accordance with Annexure C guidelines.

2. Active Tier (Level B) – Engagement & Progression

All Level A obligations PLUS:

Activity / Obligation	Description & Minimum Standard
E-Cell Executive Committee	Formation of student executive committee with defined roles (President, Secretary, etc.).
Innovation Challenges	Minimum 3 structured ideation workshops or challenge events per semester.
Mentor Connect	Designate Industry/Mentor POC; facilitate minimum 3 mentor interaction sessions per semester.
Stage Progression Support	Identify and support at least 10 students to progress to the next InnoTribe stage per year.
Inter-Institutional Events	Participate in minimum 2 RTIH/Outpost co-ordinated events per year.

MIS Reporting (Enhanced)	Bi-weekly activity logs; detailed quarterly outcomes report including student progression data.
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3. Embedded Tier (Level C) – Integration & Ecosystem

All Level A and Level B obligations PLUS:

Activity / Obligation	Description & Minimum Standard
Curricular / Co-Curricular Integration	InnoTribe activities integrated into institutional academic calendar or co-curricular framework.
Dedicated E-Cell Space	Physical or virtual E-Cell space available to students.
Proto-Incubation Referrals	Actively identify and refer minimum 5 innovation projects per year to RTIH's progression pipeline.
Section 8 Consultation	Where applicable, explore Section 8 entity establishment in consultation with RTIH for grant readiness.
Annual Innovation Report	Submit a comprehensive annual Innovation Impact Report in RTIH's prescribed format.

ANNEXURE B
MIS & Reporting Requirements

1. MIS Registration Requirements

Data Field	Description	Deadline
Student Registration	Name, Roll No., Department, Year, Contact, Email, Consent	Within 7 days of onboarding
E-Cell Details	Name, Faculty Coordinator, Student Committee details, E-Cell Registration Date	Within 60 days of Effective Date
Activity Logs	Event name, date, type, attendees (count), outcome summary	Within 48 hrs of each activity
Stage Progression	Students progressing to next stage, stage name, date, support provided	Within 7 days of progression event
Quarterly Report	Summary of activities, student counts, outcomes, challenges faced	Within 15 days of quarter end
Annual Report	Comprehensive impact report; all data validated and submitted via MIS	Within 30 days of academic year end

2. Audit & Compliance Documentation

The Institution shall maintain the following records (physical and/or digital) for a minimum of five (5) years:

- a. Signed attendance sheets for all Program activities.
- b. Photographs / video documentation of key events (to be uploaded on MIS within 72 hours).
- c. Faculty coordinator meeting notes / minutes with RTIH representatives.
- d. Student consent forms for data sharing and program participation.
- e. Any grant-related documentation (where applicable), including utilisation certificates.

3. MIS Access and Support

[MIS Platform URL] – Access credentials shall be provided by RTIH to the designated faculty coordinator within ten (10) days of the Effective Date. RTIH shall provide orientation training on MIS usage. Technical support queries shall be directed to: **innotibe@rtih.co.in**.

ANNEXURE C

Branding Guidelines – InnoTribe (Placeholder)

This Annexure C is a placeholder to be replaced with RTIH's formal Brand Guidelines document upon finalisation. Until then, the following baseline rules apply.

Where applicable, RTIH may require inclusion of co-branding elements relating to Program funding partners. Such usage shall be strictly as per RTIH-approved formats and shall not imply any partnership, endorsement, or operational role of such entities.

1. Approved Usage

- a. The InnoTribe logo, name, and tagline may be used on event banners, posters, social media posts, and institutional websites strictly for promoting Program activities.
- b. Approved logo files (in specified formats) shall be obtained from RTIH's Program Coordinator before use.
- c. The InnoTribe logo shall not be altered, distorted, recoloured, or combined with other logos without RTIH's prior written approval.

2. Prohibited Usage

- a. The Institution shall not use RTIH's or InnoTribe's branding on commercial products, promotional merchandise (except with RTIH's explicit approval), or non-Program related communications.
- b. The RTIH logo (distinct from InnoTribe) shall not be used by the Institution under any circumstances without specific written authorisation.
- c. No social media account, website, or communication channel shall be created with the name "RTIH", "InnoTribe [Institution Name]", "InnoTribe Outpost", or similar, without prior written approval from RTIH.

3. Brand Approval Process

Requests for brand material usage outside the default permitted scope shall be submitted to **innotibe@rtih.co.in** with a minimum of seven (7) business days' notice. RTIH shall respond within five (5) business days. Absence of a response shall not be deemed approval.

Full Brand Guidelines Document: [To be attached / hyperlinked upon availability.]