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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Harcourt Butler Technical University TBI Foundation  
Kanpur -208002**

**AND**

**Campus Haat Solutions Private Limited  
K66, 1-O, Narharpura, Varanasi, 221001**

Received.  
12.04.2024



Uddy Kumar  
Co-founder, CEO



# MEMORANDUM OF UNDERSTANDING



Between

## HBTU- TBI FOUNDATION and Campus Haat Solutions PVT LTD

This Agreement made and entered into on this 20<sup>th</sup> day of February 2024 between **HBTU-TBI Foundation** and having its offices at HBTU Kanpur 208002, and **Campus Haat Solutions Private Limited** Companies Act-2013 (No: U74999UP2017PTC099616 dated 22-12-2017) hereinafter called "**Campus Haat**" having office at address K66, 1-O, Narharpura, Varanasi, 221001 which expression shall include its successors and permitted assignees and associates.

**1.0 HBTU TBI FOUNDATION**, a company incorporated under the Companies Act-8 (No: U80904UP2022NPL164475 dated 20/05/2022) existing under the laws of India and having its principal place of business / registered office / located at HBTU East Campus, Nawabganj, Kanpur 208002. This company is promoting various objectives of Harcourt Butler Technical University Kanpur which is set up by the Act of Assembly of U.P/ Government of Uttar Pradesh), as communicated by its Governing Body or its representatives from time to time. HBTU-TBI foundation have following objectives but not limited to:

- a) Establishing/ promoting new technology/ knowledge/ innovation based startups, building of a vibrant startup ecosystem by establishing network, to provide training and certification services, services to startups like mentoring, legal, financial, technical services
- b) Nurturing translation of ideas and innovations emerging from the scientific, technological and knowledge capital, to generate commercial and social impact and to contribute to the economic development and social well being.
- c) Fostering the spirit of innovation and entrepreneurship in individuals and groups to address the current and emerging societal needs.
- d) Facilitating cooperation and interaction between academia and industry and promoting innovation.
- e) Providing training, education, certifications, short term courses or otherwise or conduct exhibitions, promotional events/ activities or otherwise, in parlance to the objects as stated above, after obtaining

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required approval from HBTU Kanpur Nagar

**2.0 “Campus Haat”** is a software service provider company with a focus on providing home-made food delivery services in college & university campuses in India.

Focus Areas of the company:

1. Find home kitchens to provide home-cooked meals
2. Develop mobile applications for the stakeholders, customers, kitchens, and delivery partners
3. Manage deliveries
4. Digital marketing for brand building & lead generation

### 3.0 OBJECTIVES OF THE MOU

Aims and objectives of the M.O.U. –

- a) Providing home delivery of home-cooked food on the campus and nearby areas.
- b) Identify other problems faced by the campus members, businesses or administrators that could be solved using the mobile app
- c) Find students for part-time Internship positions

### 4.0 ROLES & RESPONSIBILITIES OF PARTIES FOR EXECUTION OF M.O.U.

To achieve the objectives of this MOU, collaborating parties shall share the responsibility as outlined in the following paragraphs-

Sl No.	Parties of MOU	Roles for conducting joint training or certification courses.
1.	HBTU-TBI Foundation	<ol style="list-style-type: none"><li>1. To provide the infrastructure for fulfilling objectives (training &amp; facilitating in delivery of food) of MOU as mentioned in the objective section, without suffering academic activity of HBTU Kanpur. HBTU-TBI Foundation will monitor the quality of service.</li><li>2. HBTU-TBI will help in promoting the service through its means.</li></ol>
2.	Campus Haat Solutions pvt Ltd.	<ol style="list-style-type: none"><li>1. The role of Campus Haat Solutions pvt Ltd. will be to provide software &amp; logistics services to the campus residents, businesses, and the administration.</li></ol>

*Note: Space for cooking food in HBTU Campus will be governed by separate terms and conditions.*



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## 5.0 ENGAGEMENT OF RESOURCES FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a) The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration, or which belong to either of the two parties and are used in for the research collaboration.
- b) Other provisions may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

## 6.0 EQUITY & SHARING OF REVENUE

1. In lieu of the Incubation support and the Services and Facilities provided by HBTU-TBI Foundation to the Company, the Promoters shall transfer, on a dilutable basis, such number of liability free Equity Shares as would be equivalent to **0.25% Equity** Shares of current paid up share capital of the Company from their shareholding in the Company ("Equity Compensation") as of the Execution Date. The aforesaid transfer of equity shares shall be done subject to the execution of the Transfer Deed under the provisions of the Companies Act 2013.

*Note: Same equity of 0.25% share will continue as it is if MOU is extended for more years with mutual consent.*

2. The sharing of profit will be as following:

Sl No	Company Name	Share % of operational profit
1.	Share of <b>Campus Haat Solutions Pvt Ltd</b> company	98 %
2.	Share of <b>HBTU-TBI</b> Foundation	2.0 %

Note: Operational profit means the revenue generated from the sales through the HBTU campus (commission + delivery fee) - cost (delivery + office space + marketing).

## 7.0 CONFIDENTIALITY

During and for a period of MOU from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed, confirmed in writing within thirty days



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of disclosure and identified as confidential by the disclosing party.

#### **8.0 INTELLECTUAL PROPERTY RIGHTS:**

Both partner organizations will ensure that any results and publications originating from this collaboration will be available in both India and (partner organization) will ensure that all results are discussed with each other and due credit is given while filing patent application or publishing articles.

#### **9.0 NON-EXCLUSIVITY**

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

#### **10.0 TERMS OF COLLABORATION AND TERMINATION**

This MOU, unless extended by mutual written agreement of the parties, shall expire **01 (one)** year after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party.

#### **11.0 MODIFICATIONS**

The modification in the Agreement can be done with the mutual consent of both the parties.

#### **12.0 RELATIONSHIP**


Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

#### **13.0 ASSIGNMENT**

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

#### **14.0 COSTS OF THE MOU**

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

  
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## 15.0 JURISDICTION

This agreement shall be governed by the Laws of India Union in force. Both the parties here agree that all disputes between them shall be subjected to the jurisdiction of courts in Kanpur Nagar district of Uttar Pradesh.

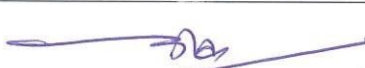
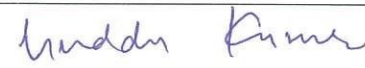
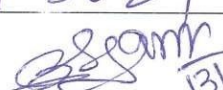
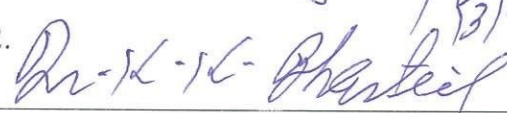
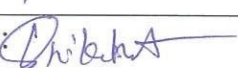

## 16.0 ARBITRATION OR MEDIATION

Any dispute arising between the parties if not resolved between them shall be referred after mutual consent of both the parties to an arbitrator or mediator. The selection of the arbitrator shall be decided by the above parties. In the event of any dispute the jurisdiction for the resolution shall be court of Law Kanpur Nagar (UP).

## 17.0 SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of HBTU -TBI Foundation, Kanpur	On behalf of Campus Haat Solutions Private Limited
By :  Name : <b>Prof Jitendra Bhaskar</b> Designation : Chief Executive officer HBTU-TBI Foundation	By :  Name: <b>Mr Guddu Kumar</b> Designation: <b>Co-Founder, CEO</b>
Date : 13.04.2024	Date : 13.04.2024
Witness :  1. Dr. B. B. Sagar 2.  13/4/24	Witness :  1. Shikha Tivedi 2.  Bijayanka Tivedi