Memorandum of Understanding

Between

Chhatrapati Shahu Ji Maharaj University, Kanpur

&

Harcourt Butler Technical University, Kanpur

This Memorandum of Understanding (MoU) is entered into this 16 day of October 2019, by and between:

Harcourt Butler Technical University, Nawabganj, Kanpur, Uttar Pradesh, India – 208 002 referred as HBTU has been established in year 2016 by the Government of Uttar Pradesh with a view for making it a leading Residential University to become a Centre of Excellence with focus on Research and Development and Incubation in the field of Engineering, Technology, Basic & Applied Sciences, Humanities, Social Science & Management Architecture and other professional courses. HBTU aims to promote studies, research & innovation in engineering areas of higher education, to enhance skill development through continuing education programme and knowledge and to achieve excellence in higher Technical education and represented by the authorized signatory shall be Prof. Narendra Kohli, Dean, Incubation Hub, HBTU of the **FIRST PART**,

AND

Chhatrapati Shahu Ji Maharaj University, an educational institute, registered under the UGC Act, 1956, having its office at Kalyanpur, Kanpur Uttar Pradesh, India – 208024, India (hereinafter referred to as "CSJMU" which expression shall, unless repugnant to the context or inconsistent with the meaning thereof, mean and include its representatives, assigns etc.) and represented by Prof. Neelima Gupta, Vice Chancellor, CSJMU Kanpur, of the **SECOND PART**,

WHEREAS:

a. HBTU has its objectives, to enable, promote and incubate new technology/knowledge/innovation based start-ups, building a vibrant start-up ecosystem by establishing network between academia, financial institutions, industries and other institutions, providing training and different services to start-ups like mentoring, legal, financial, technical services etc. and conducting exhibitions, trade fairs, etc., or any other value added or promotional activities for start-ups, students or industry at large. HBTU provides research and development support and promotes technological awareness of entrepreneurs.

b. CSJMU, Kanpur is administered under the state legislature of Uttar Pradesh. Its' one of the largest universities of Asia catering to urban and rural area students offering both professional and academic courses in the disciplines of Art, Sciences, Commerce, Law, Business management, Engineering, Biotechnology, Computer Applications, Management, medicine and Health related courses. For catering to the needs of young engineering aspirants, University Institute of Engineering & Technology situated in the University campus offering various courses in Engineering: Chemical, Computer Science and Information Technology, Electronics & Communications, Material Science and Mechanical Engineering. The University in its ambit includes various Institutes for high scientific and management research: Institute of Life Sciences, University Institute of Pharmacy, and University Institute of Health Sciences, Institute of Biosciences & Biotechnology, and the Institute of Business Management. Government of India is reaching out to innovators to drive economic growth as well generate large scale job opportunities with the mission of "Start-Up India". To bolster the Start Up ecosystem several project schemes and projects have been proposed at various levels. The National Student Start-up Policy aims to create 100,000 students owned tech-based start-ups and a million employment opportunities by 2025. At the University and educational front, the National Student Start Up policy has outlined the roles of AICTE, academic institutions and Technology Business Incubators (TBI) in creating student entrepreneurs.

c. CSJMU and HBTU have agreed to enter into a Memorandum of Understanding to identify and nurture technology driven start-ups upon the terms and conditions as stated herein.

IN CONSIDERATION OF THEIR RESPECTIVE OBLIGATIONS, COVENANTS, RIGHTS, AND WARRANTIES AND REPRESENTATIONS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. **Purpose:**

The purpose of this MOU is to provide a framework of cooperation and to facilitate collaboration between the Parties, on a non-exclusive basis, in areas of mutual interest.

2. **Scope,activities and implementation arrangements:**

This MoU details the modalities and general conditions regarding collaboration between HBTU and CSJMU to develop an ecosystem of entrepreneurship to mutually benefit the start-up companies incubated under either of the parties without any prejudice to prevailing rules and regulations of HBTU and CSJMU. The areas of cooperation shall be extended through mutual consent on a basis of equality and reciprocity.

The Parties shall explore collaboration in the following areas, including but not limited to:

i) Cooperation and promotion of research and incubation activities in areas of mutual interest;

ii) Exchange of information relevant to the collaboration for developing effective entrepreneurship;

iii) Joint organisation of Seminars, conferences, workshops for start-up companies/Entrepreneurs and on subjects of mutual interest, by extending invitation to each other's representative to participate therein;

iv) HBTU may avail infrastructure facilities to CSJMU incubated companies at the rates available to HBTU Incubated companies, subject to availability.

v) HBTU will support CSJMU for their incubation centre for the incubation related activities by providing infrastructure and mentorship.

vi) In any of the activities mentioned herein above, wherever financial aspects are involved, the payment terms will be mutually agreed upon by both the parties in writing before initiating the activity, on case to case basis.

vii) However, nothing in this clause shall create an obligation on the part of either Party to enter into any project specific agreement. Any such activity will be carried out depending upon availability of resources.

viii) The collaborative program between HBTU and CSJMU shall be coordinated by a coordination committee appointed by competent authorities of both the parties.

ix) This MOU will not be used to obligate or commit the funds of either party.

x) Logos of either party may only be used in marketing or other publicity materials related to the objectives of this MoU during the tenure of the agreement subject to explicit written prior permission of the other party. Logos may not be used in any confusing way.

3. **Communication and exchange of information:**

The *Parties* shall, on a regular basis, keep each other informed of and consult on matters of common interests, which in their opinion are likely to further the collaborative efforts of the parties as documented in this MOU.

4. **Effective date, duration, termination of the MoU:**

The MoU shall be effective from the date of its execution and shall remain in force for a period of three (3) years. The parties may extend the term in writing. The MoU may be terminated by either party by giving a written notice of 30 days to the other party, without assigning any reason thereof.

5. **Confidentiality:**

i) Confidential Information includes all communication of information/ideas disclosed/derived in documentary or tangible form between the Parties, including oral, written and machine-readable form. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made. The Party disclosing the Confidential Information shall be referred to as the Disclosing Party. The Party receiving the Confidential Information shall be referred to as the Receiving Party.

ii) Confidential information includes the information:
(a) Disclosed by or on behalf of the Disclosing party to the Receiving party,
(b) Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or, otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
(c) The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the Parties in maintenance of confidential information.
(d) The Receiving Party will use the confidential information only for the above mentioned purposes.
(e) The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies

of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.

(f) This MoU imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:

(i) was known to Receiving Party prior to disclosure by Disclosing Party,

(ii) is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,

(iii) is or becomes generally known or publicly available other than by unauthorized disclosure,

(iv) is independently developed by Receiving Party,

(v) is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.

(vi) is required by law.

(g) The confidential information shall remain the sole property of the Disclosing Party.

(h) The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

6. **Dispute settlement:**

In case, there is a dispute relating to any aspect of cooperation, or any disagreement arising out of the application, interpretation or implementation of this Agreement, both the parties shall endeavour to exercise best efforts to negotiate their differences in a spirit of independence, mutual respect, and shared responsibility.

In witness whereof, the parties hereto have offered their signature from the date mentioned above.

For and on behalf of HBTU

16/10/19

(Prof. Narendra Kohli)
Dean, Incubation Hub
HBTU, Kanpur

For and on behalf of CSJMU

16/10/19

(Prof. Neelima Gupta)
Vice Chancellor
CSJMU Kanpur

Witness:-
1.
For and on behalf of HBTU

Signature:

Name: Manoj Kr Shukla

Designation: Registrar

Date: 16/10/2019

Witness:-
1.
For and on behalf of CSJMU

Signature:

Name: Dr. V.K. Singh

Designation: Registrar (CSJMU)

Date: 16/10/2019

Witness:
2.

Signature:

Name: A.K. Shankhwar

Designation: Assoc Prof.

Date: 16/10/2019

Witness:
2.

Signature:

Name: Dr. Rana Agnel

Designation: Incharge, EIC

Date: 16/10/2019