# MEMORANDUM OF UNDERSTANDING

between

Chhatrapati Shahu Ji Maharaj University, Kanpur, Uttar Pradesh



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National Institute of Technical Teachers' Training and Research, Kolkata, West Bengal

14 February, 2017

#### MEMORANDUM OF UNDERSTANDING between NATIONAL INSTITUTE OF TECHNICAL TEACHERS' TRAINING AND RESEARCH, KOLKATA and

#### CHHATRAPATI SHAHU JI MAHARAJ UNIVERSITY, KANPUR

National Institute of Technical Teachers' Training and Research, Kolkata (herein afterwards referred to as "NITTTR,K"), which expression shall include its legal successors and / or permitted assigns of the other part and Chhatrapati Shahu Ji Maharaj University, Kanpur (herein afterwards referred to as 'CSJMU'), which expression shall include its legal successors and / or permitted assigns of the other part hereby agree to sign a Memorandum of Understanding (MoU). Both the above being herein after collectively referred to as the "Parties".

The MOU shall cover the following as under-

#### 1.0 BROAD OBJECTIVE

NITTTR,K will collaborate and extend support in making the undergraduate and post-graduate technical education more effective by bringing about qualitative changes in the overall teaching learning system followed in CSJMU during the next five years.

#### 2.0 SCOPE

NITTTR,K shall provide support to CSJMU in developing quality teaching-learning process with regards to the undergraduate and postgraduate (including doctoral) programmes in engineering and allied disciplines pursued by various departments of CSJMU with the help of IQAC, CSJM University. The scope under the MOU will include details as appended below-

#### 2.1 Improving quality of teaching at the UG & PG levels

The scope of the MOU shall cover the following items:

i. NITTTR,K shall help CSJMU in bringing about comprehensive quality improvement in the teaching skills of the faculty of its constituent / affiliated institutions through need-based training programs that will be a combination of existing programmes and

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and also newly developed training programmes. However, both the parties will try to organize training programmes during vacation time of teachers.

- *ii.* In order to offer focussed training programs based on the skillsets required at the individual/ group level, it would be essential to assess the training needs of the target groups. To this effect, NITTTR,K would conduct need-assessment exercises in project mode, from time to time, during the period in which the MOU would be in force.
- iii. Areas covered under training programs would include refresher courses, content updation, educational technology, professional skill development, total quality management approach in education etc. Further, if need arises to address a new area for faculty performance enhancement, such training program/s would be developed jointly in a project mode on a case to case basis.
- *iv.* NITTTR,K would provide selective (to be decided jointly) access its resource materials to CSJMU in both print/ electronic medium. This would at least include the study materials related to the training programs, NITTTR,K library to CSJMU faculty members and also to any of its authorized persons as per existing provision of NITTTR,K.
- v. Further, CSJMU will have access to NITTTR,K's advanced incampus laboratory facilities the details of which would be jointly worked out as and when required.
- vi. NITTTR,K shall assist CSJMU in making reference materials (journals, thesis etc.) available for the PG/UG work as per specific need.
- vii. NITTTR,K and CSJMU shall jointly identify areas of research in the field of Educational Technology and Educational Management from time to time.

#### 2.2 Improving organizational effectiveness

With regards to the above scope of the MOU, following would also be included -

i. NITTTR,K can initiate a comprehensive study (on a project mode), with active cooperation of IQAC of CSJMU, to rank the

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institutions affiliated under the university. Such a study would throw light on the overall status of the affiliated institutions and will also help the authorities to zero-in on the specific interventions needed by a specific or a group of institutions.

ii. NITTTR,K can also undertake a SWOT analysis (on a project mode) to understand the present status of the university/ institutions in regard to manpower, technology, infrastructure, efficiency etc. Such comprehensive studies from time to time, will help the authorities in taking new initiatives as also fine-tuning the existing ones.

#### 3.0 FINANCIAL ASPECTS

- *i.* The cost of organizing training programs, studies and other activities etc. would be jointly worked out based on the scopes and deliverables. The details would be worked out on a case-to-case basis [in this regard, Table 1 given in **Annexure -1** may be referred to].
- ii. Apart from the training programs (as mentioned in Annexure-1), the travelling and the hospitality expenses of the personals of CSJMU shall be borne by the CSJMU.
- iii. The mode of payment, including advance payment etc. wherever applicable shall be mutually worked out.

#### 4.0 INDEMNITY CLAUSE

CSJMU shall indemnify NITTTR,K from the risks of any liability through the various affiliated and constituent institutions of the former.

#### 5.0 INTELLECTUAL PROPERTY RIGHT

The IPR created out of any joint research and learning shall be the common property of the Parties (NITTTR,K and CSJMU). Parties can thereafter commercialize the IPRs on mutually agreed terms and conditions. However, IPRs existing prior to the MOU at the disposal of either of the parties shall be excluded from any joint ownership.

#### 6.0 PERIOD CR VALIDITY OF THE MOU

The MOU shall remain valid for a period of five years initially, starting from the date of signing the MOU. The MOU can however, be extended or terminated through mutual consent.

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#### OPERATIONALIZATION OF MOU 7.0

Specific projects, as mutually agreed upon by the parties, shall be identified by CSJMU for assistance from NITTTR,K in which the scope and the deliverables of the specific project shall be stated. Further, the cost of the same, mode of payment and the time frame shall be spelt out on a case-to-case basis.

#### 8.0 FORCE MEASURE

Notwithstanding any item contained in this MOU, neither Party shall be held responsible for actions beyond their control (e.g. natural calamity, law & order situation and so on) and no compensation shall be claimed by either Party from other nor shall be paid.

#### 9.0 ARBITRATION

In case of disputes arising out of or related to any of the clauses contained in the MOU, it would be attempted to resolve the same bilaterally. 1415

Signed this on

Signature

Signature \_\_\_\_\_ Wais

day of Feb 2017

Director National Institute of Technical Teachers' Training and Research, Kolkata

Vice Chancellor Chhatrapati Shahu Ji Maharaj University, Kanpur

In presence of:

Signature 2479

Name: Sandesh Gubty

Designation: STG

In presence of: Signature Contiger Name: Rof. R. C. Hatigar Designation: Pro. Vice Chancellor

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Anexure-1

Head	Mode/ Programme held	Govt. Institute	Private Institutes and Govt. Institutes covered under TEQIP
		Free	Chargeable
Course Fee	anywhere	and the second	1.1.
Accommodation	at NITTTR, Kolkata	Free	Chargeable
	at CSJMU Kanpur	To be arranged by CSJMU Kanpur	To be decided by CSJMU Kanpur
	ICT mode	NA	NA
			n i humable
		Reimbursable	Not Reimbursable
ТА	at NITTTR, Kolkata		- 1 Junided by
	at CSJMU Kanpur	To be arranged by CSJMU Kanpur	To be decided by CSJMU Kanpur
	ICT mode	NA	NA

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Table-1 Following are the financial implications for organizing any training programme

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consultation and/or negotiations between the parties. In the event of non- resolution, reference shall be made to an arbitrator, jointly appointed by the Parties who shall adjudicate the dispute or difference in question and shall be held in the Academy premises, Bengaluru.

#### V. Cause of Action :

Any cause of action arising out of this MoU will be governed by and construed in accordance with the laws of India and shall be subjected to the jurisdiction of the Courts in Bengaluru.

In witness of the parties herein have set and subscribed their signatures and seal to this MoU and in the presence of witnesses one each from the Academy and the university on the day, month and year first above written.

Signed by

#### Registrar

KEGISIRAR Signed by C.S.J.M. University KANPUF

Junk 2/11/10



**Executive Secretary** 

Registrar KEGISTRAR

CSJM University Kanput Iniversity

(Stamp & seal)

Witness: fam Jonma 1

(From CSJM University, Kanpur)



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F) The Academy is anxious that the quality of the experiments conducted and instructions imparted in the said Refresher Courses are maintained at the same high standards as managed so far;

G) In the above facts and circumstances, it is found desirable and expedient that the Academy and the University enter into a workable arrangement through a MoU for achieving both meaningful participation and appreciable results;

#### NOW THEREFORE, THIS MOU SHALL WITNESS AS FOLLOWS:

#### I. Obligations, duties and responsibilities of the University:

1. The University shall follow the guidelines for Refresher Courses as formulated and as provided by the Academy from time to time.

2. The University shall present the budget to the Academy for each Course in accordance with the norms proposed by the Academy from time to time and the Academy after careful scrutiny will approve the same. The Academy may suggest modifications as it deems fit and necessary and the University shall abide by them.

3. The University shall make available standard laboratory items like oscilloscope, resistance boxes, multimeters etc. for use during these courses.

4. The text of the announcement for each Course shall be prepared by the University and sent to the Academy for approval at least four months in advance for publication in the relevant journals of the Academy as well as in other media.

5. The University will make available the required and adequate space, furniture and fixture, power, water and gas and any other things which may be a basic requirement for the making up of a full-fledged laboratory to conduct a Course for up to 30 (thirty ) participants at a time for a period not less than 16 days at a stretch.

6. The University shall make available reasonable hostel/guest house accommodation for outstation participants/resource person during the whole period of such Courses. Such hostel accommodation and guest house as the case may be shall be made available for occupation immediately on arrival of the participants and resource persons respectively, at the venue or in nearby institutions.

7. The University will ensure that the participants and the resource persons are well taken care of as regards boarding during their stay in the hostel or guest house as the case may be through the duration of the Course.

8. The certificates to be issued to the participants on successful completion of the Course should be according to the format prescribed by the Academy.

The University within a month shall submit to the Academy a report on the organized Course along with statement of expenditure and utilization certificate for the grant released by the Academy.

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#### WHEREAS

A) The Academy has initiated a programme of Refresher Courses in Experimental Physics and its exploring effective ways and means of spreading the same by way of acknowledging the efforts and yeoman services of and expression of its gratitude to a most senior academician, Professor R. Srinivasan of the Academy who developed the same and whose intellectual output they said the programme is;

B) The said Refresher Courses conducted by Professor R. Srinivasan/ Dr. C. S. Sundar have been jointly implemented by three National Science Academics, namely, (a) Indian Academy of Sciences, Bengaluru (b) Indian National Science Academy, New Delhi and (c) The National Academy of Sciences, India, Atlahabad. These Courses are supported by the Indian Academy of Sciences.

C) and the said Refresher Courses have been a commendable success with contribution in no small measure for the same from Dr. C. S. Sundar, Dr. K. R. Priolkar and Dr. T. G. Ramesh who have played a significant role in bringing about that success.

D) The Academy has an intense desire to ensure continuity and enlarge the said activity of conducting these Refresher Courses:

D) The Academy has considered the idea of having a few centres in the country with highly motivated and enthusiastic faculty to conduct two or three of these Refresher Courses every year, as is convenient in the prevailing circumstances, for participants selected on an all-India basis.

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## उत्तर प्रदेश UTTAR PRADESH

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made and executed on this the 20 day of December, 2018 at Kanpur, India.

#### BY AND BETWEEN:

The Indian Academy of Sciences (hereinafter referred to as "the Academy" which term shall mean and include its successor in interest, representative by whatever name called under any law in force in India and assign in law under expressed terms), a society registered under the Societies Registration Act, 1860 (Central Act no. 21/1860) represented by its executive Secretary, Sri N. Maheshchandra having its office at C. V. Raman Avenue, Sadashivanagar, Bengaluru-560 080 of the one part.

#### AND

C. S. J. M. University (hereinafter referred to as "the University" which term shall mean and include and include its successor in interest, representative by whatever name called under any law in force in India and assign in law under expressed terms) established by Chhatrapati Shahu Ji Maharaj University, Kanpur, represented herein by its Vice-Chancellor, Prof. Neelima Gupta, having its office at Chhatrapati Shahu Ji Maharaj University, Kanpur of the other part. Louindun Neath Solite UNIVERSANT

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Allowed as per the Undentaking provided by Dr. R.K. Durivedi कुलपाती-

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## टिप्पणी तथा आज्ञाएं

December 20, 2018

#### The Registrar

#### CSJM University, Kanpur

Sub.: Memorandum of Understanding between the CSJM University and The Indian Academies of Sciences for conducting Science Academies Refresher Course in Experimental Physics

#### Dear Sir,

With reference to the above, I wish to inform you that Dr. R. K. Dwivedi, Head, Department of Physics, Christ Church College Kanpur had approached The Hon'ble Vice Chancellor for the same and she had given her kind consent for the said MOU. After the receipt of model MOU from the Academy on 06-12-18, she had ordered Dr. Dwivedi to talk to me and discuss about the MOU and course. After having discussion with Dr. Dwivedi, I found this course to be very useful for the Physics teachers and students of this region. The Hon'ble Vice Chancellor on 19-12-2018 allowed us for the course with some clarifications (Letter enclosed) and ordered me to contact you to do the needful.

I, therefore, request you allow us for the MOU for the welfare of physics teachers and students.

Thanking you,

Sincerely yours, (Dr. Ram Janma) Department of Physics UIET, CSJM University, Kanpur O.S. Admin rector U.I.E.T. 211. 01.60 Registrensi This course to be very use ful for the physicas teacher as well as the Students of B. Tech, Msc and R & DIRE : TGResearch scholars) m WET, CSJM UNIVERSIT Rewindig North KANPUR

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this date 26/09/2019 between University Institute of Engineering and Technology (UIET). CSJM University, Kanpur, and W3villa Technologies Private Limited (W3villa) having its registered office at #U 67C PITAMPURA DELHI North West DL 110034 IN and Business Office at 14/75 (Third Floor), Civil Lines - VIP Road, Kanpur, UP, India - 208001

The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below.

#### Alliance Objective

This document outlines a strategic understanding between W3villa and UIET, CSJMU to work together to offer programs on mutual consent. The primary aim of this partnership is to aid UIET, CSJMU in establishing a high quality people repository in software technologies, This will help UIET, CSJMU, teach and train their students and staff on strategic technologies and to position them to support India's information Technology initiative.

As opposed to the regular implementation, this is a strategic initiative and requires the total commitment of both W3villa and UIET, CSJMU Whichever Program is mutually decided upon initiative would allow UIET, CSJMU, one of the foremost institutions in India in the field of Education, and imparts training; among others in Computer Applications and Information technology faculties, to design world-class curriculum capable of delivering high caliber IT skills required in the fast changing IT marketplace.

#### NOW THIS MOU WITNESSETH AS FOLLOWS:

#### DEFINITIONS AS USED IN THIS MOU:

"MoU" means this instrument executed by W3villa and UIET, CSJMU and subsequent amendments issued to the MoU by mutual consent as provided herein.

"Program" means the Program that is the subject of this MoU.

"Software" or "Product" means the computer software packages identified for introduction in the Program.

"Curriculum" means the W3villa course that is integrated with the UIET, CSJMU's Main Course, elective or Projects.

#### 1. BENEFITS TO THE UIET, CSJMU

Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of Information Technology;

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Opportunity to be recognized by the industry and academic circles as one of the preferred locations for

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acquiring training and skills development in latest technology and software;

Opportunity to utilise the Program to train students on W3villa Software products and technologies and services.

Opportunity for the faculty and students of UIET, CSJMU to design world class curriculum capable of delivering the caliber of IT skills required at present and also for the future.

Opportunity for students to avail Certification , which is valid across the globe.

#### Benefits to W3villa

Creation of a resource pool of W3villa Software professionals to boost the existing skill level in the country.

Availability of skilled students from the Program for projects which would benefit W3villa Customers as well as the Business Partners of W3villa.

#### 1. RELATIONSHIP BETWEEN THE PARTIES

Neither UIET, CSJMU nor W3villa is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU creates a joint venture or any similar relationship between them.

Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

#### 1. AREA OF COLLABORATION

#### W3villa Technologies

Software of whatever program mutually decided upon with UIET, CSJMU Curriculum design as agreed with W3villa.

#### UIET, CSJMU/University

- Setting up, operating & maintaining the infrastructure required for training.
- Promotion of the Program among the students:
- The costs for the same to be borne by the student.
- Making available faculty, as per mutual convenience, for conducting training on site or customer premises on Payment Basis.

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- Supporting in conducting fests/competitions for students in the UIET, CSJMU.
- Maintenance of trained faculty members for training on IT Curriculum.

#### 2. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of UIET, CSJMU and two officers nominated by W3villa Technologies will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the curriculum progress, faculty availability and certification.

#### 3. INTELLECTUAL PROPERTY

Title to the intellectual property rights of the software furnished by W3villa Technologies will at all times remain proprietary to W3villa Technologies, which however. The software's being provided to UIET. CSIMU through this MoU shall be governed by the applicable licenses agreements of the respective software UIET, CSJMU agrees to comply with such terms and conditions.

#### 4. LIMITATION OF LIABILITY

Under no circumstances is W3villa liable for UIET, CSJMU's loss of, or damage to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if W3villa is informed of its possibility.

#### 5. GENERAL

1. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond it's control from going anead with the implementation of the provision of this MoU. The provisions contained in Clauses 5 ("Intellectual Property Rights"), 6 ("Limitation of Liability") and 7 will survive any such termination.

2 Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of others.

It is understood that during the course of this MoU it may be necessary for either party to disclose 3. confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.

All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the 4. costs.

5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.

This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.

7. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.

Neither party may use the other's corporate name or any trade mark or name or any other items or 8. Parista Salt

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assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.

9. The W3villa software programs offered under the said MoU are for the specific purpose set forth in the MoU, namely for training the bonafide students of the UIET, CSJMU on W3villa software, and not for any other commercial purposes.

10. Neither party will disclose the existence, or the terms and conditions of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.

11. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.

12. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

13. The laws of the Republic of India shall govern this MoU.

14. This MoU supersedes all proposals or other prior representations or communications, either oral or written.

15. All communication between the parties shall be in writing and in English Language.

#### Summary

W3villa Technologies recognizes the significance of the UIET, CSJMU's initiative to be the leader in the field of IT related academia in the country. W3villa proposes to make available the appropriate technology and expertise to develop UIET, CSJMU's position as a leading institute in the country providing high quality IT skilled resources.

This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written uju

**UIET/CSMU Kanpur (Party 1)** 

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Signature

Dr. Ravindra Nath Director, UIET Kanpur

SignaArre

Dr. Rashi Agrawal Training & Placement incharge, UIET

W3villa Technologies Pvt Ltd. (Party 2)

W3villa Technologies Pvt. Ltd.

Director Signature

Ishank Gupta, CEO W3villa Technologies Pvt Ltd.

W3villa Technologies Pvt. Ltd. 2019 100 Authorized Signatory Signature

Mohd Irfan, Business Manager W3villa Technologies Pvt Ltd.



Memorandum of Understanding Between Chhatrapati Shahu Ji Maharaj University, Kanpur



#### Harcourt Butler Technical University, Kanpur

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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,

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#### 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

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#### 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:

- Cooperation and promotion of research and incubation activities in areas of mutual interest;
- 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.

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#### 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.

#### 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

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

For and on behalf of CSJMU

16/10/19

(Prof. Neelima Gupta) Vice Chancellor

Witness:-

1.

For and on behalf of HBTU

Signature: M.

Name: Mang Kn Shukk Designation: Registras

Date: 16/10/2019

Anghbay Witness: 2. Signature: Name: A.K. Shouldwas Designation: ASSOC Ruf. Date: 16/10/2019

Witness:-1. For and on behalf of CSJMU Signature: D Name: Dr. V.K. Sirgh Designation: Registrar (CSJMU) Date: 16/10/2019

Witness:

2.

Signature: Name: D. Ram Agul Designation: Sheharge, ElC Date: 16/10/2019

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### उत्तरं प्रदेश UTTAR PRADESH

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#### Memorandum of Undersatanding

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

**FOUNDATION FOR INNOVATION & RESEARCH IN SCIENCE & TECHNOLOGY**, a company registered under Section 8 of the Companies Act, 2013 with its registered office at I.I.T Kanpur, Kalyanpur, Kanpur, Uttar Pradesh – 208016, India (hereinafter referred to as **"FIRST"** which expression shall, unless repugnant to the context or inconsistent with the meaning thereof, mean and include its representatives, assigns etc.) and represented by its Board of Directors and the authorized signatory shall be Director, Dr.AmitabhaBandyopadhyay, of the **FIRST PART**,

#### AND

ChatrapatiShahuJiMaharaj 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,

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#### WHEREAS:

a.

Foundation for Innovation & Research in Science & Technology (FIRST) is a company incorporated under section 8 of the Companies Act, 2013 and limited by Guarantee, promoted by IIT Kanpur. FIRST has its objectives, to enable, promote and incubate new technology/knowledge/innovation based start-ups, building a vibrant startup 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. FIRST 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. 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 FIRST 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:

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#### 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 FIRST 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 FIRST and CSJMU. The areas of cooperation shall be extended through mutual consent of FIRST 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;
- 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) FIRST may avail infrastructure facilities to CSJMU incubated companies at the rates available to FIRST Incubated companies, subject to availability.
- v) FIRST 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 FIRST 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.

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#### 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.

#### 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 endeavor to exercise best efforts to negotiate their differences in a spirit of independence, mutual respect, and shared responsibility.

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

For and on behalf of FIRST

(Dr. Amitabha Bandyopadyay) Director, FIRST **IIT Kanpur** 

Witness: -1. For and on behalf of FIRST

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Signature: hunpama Name: Adv. Annpama More

Designation: HOD Legal (FIRST)

Date: 16/10/2019

Witness: 2. Tolefor

Signature: RAYUL PATEL

Name:

Designation: Head, Dutgreich, Silc

Date: 16/10/2019

For and on behalf of CSJMU

April 16 10/19

(Prof. Weelima Gupta) Vice Chancellor **CSJMU Kanpur** 

Witness:-1. For and on behalf of CSJMU

Signature:

Name: Dr. Vined Kumar Cingh Designation: Registrar

Date: 16/10/2019

Witness: 2. . .

Signature:

Dr. Room Agand

Name:

Designation: Incharge, Ela

Date: 16/10/2019

## MEMORANDUM OF UNDERSTANDING (MoU) FOR ACADEMIC AND SCIENTIFIC COOPERATION

Between



## Chatrapati Sahu Ji Maharaj University, Kanpur

(UIET)





## Uttar Pradesh Textile Technology Institute, Kanpur

### MEMORANDUM OF UNDERSTANDING (MoU) FOR ACADEMIC AND SCIENTIFIC COOPERATION

#### **CSJMU University, Kanpur**

#### (UPTTI) Kanpur

This Memorandum of Understanding (MoU) is effective as of 21|11|209 (Effective Date) to establish an affiliation by and between Chatrapati Sahu Ji Maharaj University, Kanpur, and UPTTI, Kanpur.

The aforesaid institutions are herein after referred to individually as institute and collectively as institutes. Preamble whereas Chatrapati Sahu Ji Maharaj University, Kanpur, and UPTTI Kanpur have many areas of common interest in Engineering and Sciences, considerable advantage may be gained from their pursuit on a collaborative basis in the fields of innovation, research and entrepreneurial activities. Now, therefore, Chatrapati Sahu Ji Maharaj University, Kanpur and UPTTI Kanpur have decided to enter into this Memorandum of Understanding (herein after referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections.

**ARTICLE 1: OBJECTIVE -** Both Institutes agree to develop the following collaborative activities in the areas of mutual interest, on a basis of equality and reciprocity.

The two institutions shall seek to promote:

- (a) Collaboration in innovation, research and entrepreneur activities in the field of mutual interest.
- (b) The exchange of start-up ideas.
- (c) Conducting events jointly such as TEDx, E-Summit, E-Factor and SIP.
- (d) Organising outreach activities to promote entrepreneurship.
- (e) Upgradation & development of Faculty/Students research products.
- (f) Entrepreneurial Promotion /Awareness Programs.
- (g) Conduct joint research on medical textiles, controlled drug delivery systems and other technical Textiles.
- (h) Ph.D. supervisor and co-supervisor will remain from UPTTI Kanpur and UIET, IBSBT CSJM University, Kanpur on common area of research interest.

#### **Other Areas:**

- (i) To exchange information on research programs.
- Jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein.
- (iii) To organize jointly seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein.

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- (iv) To propose and engage jointly in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein.
- (v) To exchange, on a reciprocal basis, students at Undergraduate, Graduate and Doctoral levels for limited periods of time for purpose of education and /or research.
- (vi) The provision of cultural and intellectual enrichment opportunities for staff and students of both institutes
- (vii) To use laboratory facilities in specific cases for a limited period
- (viii) To permit students, staff and faculty members to use library facility.

**ARTICLE 2: COORDINATION** - Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of a programme coordinator from the side of Chatrapati Sahu Ji Maharaj University, Kanpur and UPTTI Kanpur will periodically review and identify ways to strengthen cooperation between the two institutions.

**ARTICLE 3: CONFIDENTIAL INFORMATION** - Chatrapati Sahu Ji Maharaj University, Kanpur and UPTTI Kanpur does not absolve any confidential information during the research activity.

**ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS** - Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both institutes to this Memorandum. Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same.

- a) The MOU will use to share the facility of Artificial Intelligent and Deep Learning etc of CSJM University, Kanpur and Uttar Pradesh Textile Technology Institute, 11/208 Souterganj Kanpur.
- b) Before any registration or commercialisation of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.
  - c) Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent not to be unreasonably withheld. Chatrapati Sahu Ji Maharaj University, Kanpur shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, and publication purposes without the payment of royalties or other fees to the other party.

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**ARTICLE 5: VALIDITY** - The Memorandum shall remain in force for a period of FIVE years commencing from effective date. Institutions may extend the term by written agreement signed by both after review.

**ARTICLE 6: TERMINATION** - Either institution may terminate the MoU by giving written notice of six months in advance to the other institution. Once terminated, neither Chatrapati Sahu Ji Maharaj University, Kanpur nor UPTTI Kanpur will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, Chatrapati Sahu Ji Maharaj University, Kanpur and UPTTI Kanpur will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

**ARTICLE 7: AMENDMENTS/MODIFICATIONS** - This MoU may be amended or modified by a written agreement signed by the representatives of both institutes.

ARTICLE 8: ADHERENCE TO LAWS - Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the law, rules and regulations of the host institutions.

**ARTICLE 9: LEGAL EFFECT** - Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

**ARTICLE 10: DISPUTE RESOLUTION** - In case, there be a dispute relating to any aspect of academic cooperation, Chatrapati Sahu Ji Maharaj University, Kanpur and Director UPTTI Kanpur will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. Chatrapati Sahu Ji Maharaj University, Kanpur and UPTTI Kanpur welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

Director 21.11. 2019

UP TIL Kappur Director Itter Pradesh Textile Technology Institute

Witness 1:

Witness 2: (S. K. Rajbut)

Registrar HERISTRAR C.S.J.M. Universit Kapindran New 1 KANPIT Witness 1: Witness 2: §

21/11/2019