

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made between the

**Atal Incubation Centre-Agricultural Development Trust Baramati Foundation,
Baramati, Pune 413115.**

Herein after referred as AIC-ADT

And

**Vidya Pratisthan's Kamalnayan Bajaj Institute of Engineering and
Technology, Baramati,**

Vidyanagari, Bhigwan Road, Dist-Pune, Baramati, Maharashtra 413133

Herein after referred as VPKBIET Baramati.

It is mutually agreed by AIC-ADT and VPKBIET that,

1.1 From AIC-ADT

This MoU is to bridge the gap between the industry and the academia and enrich young talent pool from VPKBIET by enhancing their technical competencies to match the industry requirements.

- ❖ Providing guidance to students for projects related to real life problems of farmers.
- ❖ Providing innovation based ideas to the student groups or individuals dedicated to the agriculture sector.
- ❖ Support in kind of FabLab, Makers Space, Design & Prototyping Lab, Co - Working spaces for Prototyping, Experimentation and Research on minimal and mutually agreed charges on case to case basis.
- ❖ Mentoring and training for students with minimal charges on case to case basis.
- ❖ Involvement of interested students and of VPKBIET in various activities of AIC-ADT.
- ❖ Special Tailor made Programme can be offered by AIC-ADT as summer/winter internship opportunities to needed students and alumni as per availability.
- ❖ Capacity building Trainings can be offered to the required as per need.
- ❖ Tangible Product Development and Prototyping Support to Incubatees
- ❖ Technology Transfer and IP/Patent (Patent Creation, Patent writing)
- ❖ Other Service Support: Legal entity registration
- ❖ Project to Product (P2P) Transformation Program for Incubatees on paid basis.
- ❖ To provide trial field plots as testing and/or research facility to the Incubatees.
- ❖ Exchange of information and/or knowledge of Agriculture and allied sectors.

1.2 From VPKBIET

1. Logistic and infrastructure facilities for all the activities conducted by AIC-ADT, Baramati, at VPKBIET premises for VPKBIET Students.

Provide support to agricultural research and innovations conducted by AIC-ADT, in the form of knowledge where subjects of Biotechnology are concerned.

1.3 Jointly apply and secure funding for development of infrastructure and other facilities for conducting research and innovations.

2.1 Details of understanding/proposed arrangement: *This can be left suitably broad as the parties develop a project/framework for the relationship, simply articulating how the parties will work together. If the MOU is being used while a project/relationship is being defined it may be appropriate to cover co-funding (direct cash or in-kind). If intellectual property may be created by either party, cover ownership, licenses and commercialization.*

2.2. The parties acknowledge the intent that this MOU shall be superseded by a [contractual agreement] whose scope and intent are broadly defined by this MOU and will be negotiated in good faith by the parties.

3. Financial Support

1. There will not be any financial burden involved for both the parties.
2. All the fees, expenses and charges emerging from this MOU will be decided on case to case basis when agreed mutually by both the parties during the time of actual implementation.
3. Every party is liable to pay all the outstanding bills emerged as a result of this MOU during the breach or natural end of this MOU.

4. Tenure and Contract:

1. This contract is valid for 5 (five) Years from the effective date of MOU.
2. Any party can breach this contract with a prior notice of 1(one) month to the other party.
3. All parties involved mutually agrees and permits all the parties involved to use Logo(s), Name(s) and other material(s) of either party involved for promotional purposes.
4. Every party involved in this MOU is free to make agreements, partnerships of any kind or type with any other party or organization that is similar to either party involved in this MOU.

5. Confidentiality

5.1 Confidential Information means:

- a) All information and materials relating to or arising from this MOU in any form whatsoever, and
- b) Information which is by its nature confidential or which the disclosure advises the recipient is confidential and includes the terms of this MOU, and

c) Includes anything disclosed before the date of this MOU.

5.2. Confidential Information does not include:

- a) Information which at the date of this MOU is in the public domain or subsequently enters the public domain without fault on the part of the recipient,
- b) Information that is received in good faith by the recipient from a third party,
- c) Information which is at the date of this MOU, independently developed by or already properly in the possession of, the recipient and that the recipient can demonstrate by written record to be previously known to the recipient.

5.3 The recipient of Confidential Information shall:

- a) keep it in the recipient's possession and treat it as confidential regardless of when disclosed,
- b) not use any Confidential Information belonging to the other party for any purpose other than as required in terms of this MOU,
- c) Only disclose Confidential Information to employees, officers or professional advisers on a need to know basis and shall be liable to the discloser for any breach by those persons of these confidentiality obligations.

5.4 The restrictions in this Clause 5.3 do not apply where disclosure is required by law or by a government agency or governmental authority.

5.5. The parties acknowledge that any breach of this confidentiality obligation may result in damages for which monetary compensation from the breacher person (and not the party), would not be an adequate remedy and that the affected party is entitled to specific performance or injunctive relief in addition to any other remedies at law or in equity; given that solid proofs or arguments are presented regarding the aforementioned breach of the confidential information by the affected party.

6. Communications

6.1. Communication on all matters relating to this Memorandum, to performance and to activities undertaken in terms thereof, shall be by and authorized representative

6.2. No party gives any representation or warranty with respect to any information other than that it has the right to disclose such information.

7. Disputes

7.1. If a dispute arising out of this Memorandum occurs between the parties, then the parties will in good faith try to resolve that dispute. This process may also include mediation.



7.2. If the dispute is not resolved within twenty (20) working days from the date the dispute was advised in writing, then the dispute shall be referred to arbitration in accordance with the Arbitration Act.

8. General

8.1. This MOU is governed by Indian law and the parties submit to the non-exclusive jurisdiction of the courts of India.

Effective Date of the MoU

This MoU shall be effective from date it is executed by or on behalf of the above parties.

For and on behalf of
**Atal Incubation Centre at Agriculture Development Trust,
Baramati (AIC-ADT Baramati Foundation)**
In presence of



Name- Mrs. Jaya Tiwari

Name- Mr. Amit Kale

Designation- **C.E.O.**
AIC-ADT Baramati Foundation
Shardanagar, Tal. Baramati, Dist. Pune.

Designation- **Incubation Manager**
AIC-ADT Baramati Foundation
Shardanagar, Tal. Baramati, Dist. Pune.

Signature- 

Signature- 

Date- 13/01/2020

Date- 13/01/2020

For and on behalf of
**Vidya Pratisthan's Kamalnayan Bajaj Institute of Engineering and
Technology, Baramati,**

In presence of

Name- Dr. R. S. Bichkar

Name- Dr. S.B. Lande

Designation- Principal

Designation- Vice-Principal

Signature- 

Signature- 

Date- 13/01/2020

Date- 13/01/2020



Dr. R. K. Shastri
Dean Academics.