

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is effective as of the date 8.02.2024 ("Effective Date") by and between

IIM Lucknow Enterprise Incubation Center, a registered section 8 company having Corporate Identity Number (CIN) U93030UP2013NPL056372. The company is hosted by Indian Institute of Management Lucknow and supported by NSTEDB, DST, Govt of India and UP State Govt. having its office / incubator at Indian Institute of Management Lucknow, Noida Campus, B1, Sector 62, Noida, Uttar Pradesh (hereinafter referred to as "**IIML-EIC**"), of the **FIRST PART**,

And

Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur (U.P.) having registered address..... Hereinafter referred to as "**DDUGU**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **Second Part**

The aforesaid organizations are hereinafter referred to individually as the Party and collectively as the Parties.

WHEREAS

DDUGU and **IIML-EIC** wish to work towards promoting the technology and innovation ecosystem in the country and boosting indigenous cutting-edge innovations. The degree of mutual interest is so great that considerable advantage may be gained from their pursuit on a collaborative basis.

The collaboration will be established within the principles set out in the following sections:

1. Objectives:

Both the Parties agree to develop the following collaborative activities in the areas of mutual interest, on a basis of equality and reciprocity.

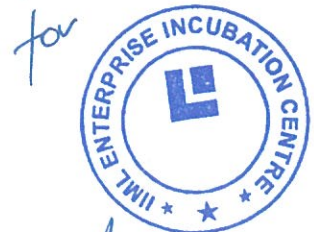
The parties shall leverage mutual strengths & competencies to seek & promote:

i) Objectives:

- To provide trainings to the students of DDUGU & affiliated colleges to develop entrepreneurial mindset in graduate, post graduate students & aspiring entrepreneurs.
- Promote market aligned courses, workshops, webinars, short-term and long-term training programs for student's community to develop entrepreneurship skills.
- To organize Pre-Incubation Program for students & aspiring entrepreneurs of DDUGU to convert their idea into startup.

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- To provide mentorship, guidance and capacity building for faculties, students seeking entrepreneurship as career choice.
- Co-incubation support to selected promising startups of DDUGU by IIML EIC. Incubated startups will get incubated at discounted Co-working space, training support, infrastructure access to our facilities and other benefits
- Will provide pool of mentors, speakers and entrepreneurs (basis availability) for conferences, workshops, events, customized meets, startup cohorts organized by DDUGU University.
- To become a resource centre of information for handholding & support in setting up incubation. Incubation Support will be provided as per IIML EIC Incubation Policy. A separate MoU will be signed for setting up of incubation.
- Access to IIML EIC Experts, mentors and investors for product evaluation, commercialization and mentoring for startups of DDUGU.
- Social Media visibility on the website, social channels & communities of respective institute.

The Parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangements for collaboration. The terms and conditions for such activity such as deliverables, funding, developers, intellectual property will be specified in a separate project specific agreement.

2. Intellectual Property Rights:

Ownership of any background 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) shall remain with the Party owning it.

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 during the course of this MoU shall be decided through a separate project specific agreement.

3. Effective date, duration, termination of the MoU:

The MoU shall be effective from the effective date and shall remain in force for a period of 3 years. The Party may extend the term in writing. The MoU may be terminated by either Party by giving a written notice of 60 days to the other Party, mentioning enough cause for such termination. However, both the Parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion. Clauses 4, 5, 6, 7, 8, 9 and 10 shall survive the termination or expiration of this MoU.


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4. Confidentiality:

a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. 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.

b. Confidential information includes information:

1. Disclosed by or on behalf of the Disclosing Party to the Receiving Party,
2. 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,
3. 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 purpose.

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:

1. was known to Receiving Party prior to disclosure by Disclosing Party,
2. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
3. is or becomes generally known or publicly available other than by unauthorized disclosure,
4. is independently developed by Receiving Party,
5. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
6. is required by law or decree.

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

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

5. No Liability:

Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractors or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this MoU.

6. Publicity:

Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for necessary governmental disclosures. Both parties can use logos of each other on its website and other marketing collaterals with regard to this collaboration and objectives specified above.

7. Independent Contractors:

For the purposes of this MoU, the Parties hereto are independent contractors, and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

8. Assignment:

This MoU shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment shall succeed to the rights, benefits, titles, duties, interest and obligations and liabilities of the Party making such an assignment under the MoU.

9. Amendment:

Any amendment or variation to this MoU shall be made by a written MoU between the Parties.

10. Arbitration and Governing Law:

This MoU shall be constructed, governed, interpreted and applied in accordance with the laws of India and the courts of Uttar Pradesh shall have the exclusive jurisdiction.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this MoU by negotiation. If the matter cannot be resolved in the normal course of business, within thirty (30) days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to VC,


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DDUGU and IIML-EIC Director (signing authority) who will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case an amicable settlement of any disputes arising out of or relating to this MoU is not achieved within thirty (30) days after written notice is received, such dispute shall be referred to arbitration under the Rules of Arbitration and Conciliation Act, 1996 (as amended from time to time), by one (1) sole arbitrator appointed in accordance with the said Rules by mutual consent of both the parties. The seat of the arbitration shall be Noida, Uttar Pradesh. The arbitration shall be conducted in the English language and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

11. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MoU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including BUT not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, pandemic, industrial disputes, lockdown, rebellions or revolutions, blockages; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant supporting document. However, the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event and takes all reasonable steps to minimize damages and resume performance.





Prof. Poonam Tandon
Vice-Chancellor

D.D.U. Gorakhpur, University, Gorakhpur



In witness thereof, the Parties hereto have signed this MoU on the Effective Date mentioned hereinbefore.

For and on behalf of DDUGU	For and on behalf of IIML-EIC
<p><i>Done</i> <i>8/2/24</i></p> <p>Prof. Poonam Tandon Vice-Chancellor D.D.U. Gorakhpur, University, Gorakhpur</p>	<p>Signature </p> <p>Name: Mr. Yamini Bhushan Pandey</p> <p>Designation: Managing Director</p> <p>Postal Address: IIM Lucknow Enterprise Incubation Center, Indian Institute of Management Lucknow, Noida Campus, B1, Sector 62, Noida, Uttar Pradesh</p> 

Witness 1 : *Aditya Prasad*

Witness 2 : *Faris*
08-02-2024