

27-14



महाराष्ट्र MAHARASHTRA

2023

76AA 287446

8 DEC 2023

Stamp Head Clerk / Sr. Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and executed on the 12<sup>th</sup> Day of January Month 2024 at Baramati

**BETWEEN:**

1. **AIC-ADT Baramati Foundation** (Atal Incubation Centre-Agricultural Development Trust Baramati Foundation) is a Business and Startup Incubator supported by Atal Innovation Mission, Niti Aayog, Government of India. AIC-ADT Baramati Foundation started its operation on 1<sup>st</sup> April 2019 as an agriculture and allied sector-focused business incubator. It is one of its kind Agri and Allied tech-based incubator supporting facility to shape the idea or innovation of young rural minds and transform these innovations into a commercially viable product. Henceforth referred to as **Knowledge Partner**,





१) मुद्रांक विक्री नोट वही अनु. क्रमांक	२१००२ /दिनांक
२) दस्ताचा प्रकार	१२ DEC 2023
३) दस्त नोंदणी करणार आहेत काय ?	होय/नाही
४) मिळकतीचे थोडक्यात वर्णन	
५) मुद्रांक विकत देणाऱ्याचे नाव व सही	शिवजी विद्या मंदिर
६) हस्ते असल्यास त्यांचे नाव, पत्ता व सही	शिवजी विद्या मंदिर
७) दुसऱ्या पक्षकाराचे नाव	शिवजी विद्या मंदिर
८) मुद्रांक शुल्क रक्कम	
आर. के. कांबळे	मुद्रांक विक्रेता, ता.क.९०/१९९२, कोड क्र. ४६०१०४४ जिल्हाधिकारी परिसर, त.कार्यालय, नागपूर(शहर)
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी न करतापुढील ६ महिन्यात यापरणे बंधनकारक आहे	

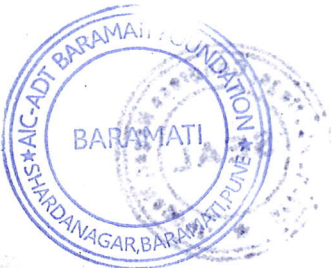
शिवजी विद्या मंदिर  
शिवजी विद्या मंदिर  
शिवजी विद्या मंदिर

2. **Shardabai Pawar Mahila Arts, Commerce, and Science College** established in 1991, stands as a beacon of empowerment for women in rural areas and is dedicated to delivering high-quality education. Operating under the auspices of the Agricultural Development Trust, Baramati, the college is affiliated with Savitribai Phule Pune University and holds registrations under sections 2(f) and 12(B) of the UGC. Henceforth referred to as **Facilitator**,

3. **Department of Higher and Technical Education, Government of Maharashtra**, in collaboration with the **Maharashtra Information Technology Support Center (MITSC)**, has initiated the "Career Katta" program aimed at the holistic development of youth. Under this scheme, the Ministry is providing support to 46 colleges to enhance their capabilities in Startup Incubation programs and establish fully-equipped incubation center facilities. Henceforth referred to as **Aggregator**,

AND

**Shri. Shivaji Science College, Congress Nagar, Nagpur.**



**WHEREAS:**

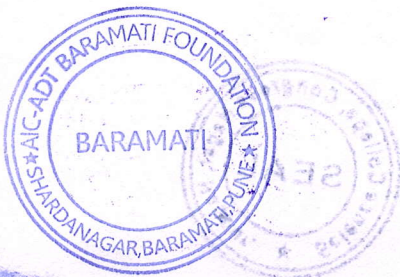
- a. AIC-ADT Baramati Foundation is an Incubation Centre supported by Atal Innovation Mission, NITI Aayog, and Government of India. The objective of the AIC-ADT is to reach rural innovative ideas and create high class incubation facilities with suitable physical infrastructure in terms of capital equipment and operating facilities, coupled with the availability of sectoral experts for mentoring the start-ups so that innovators and start-up businesses can become successful entrepreneurs and enterprises. The Centre aims to be a common platform for the students, faculties, institutes, individuals, entrepreneurs, start-ups to hone the necessary skills of entrepreneurship and accordingly shape the ideas to a marketable product.
- b. Career Katta is an initiative of the Department of Higher and Technical Education, Government of Maharashtra, in collaboration with the Maharashtra Information Technology Support Centre. Under this scheme, selected colleges will receive training in implementing best practices to effectively operate incubation facilities referred to as "Centres of Excellence" within their own premises.

All the Parties are willing to cooperate in order to facilitate effective utilization of the intellectual capabilities of the First Party by providing significant inputs to them in developing a suitable innovation ecosystem, by entering into this MoU, upon the terms and conditions as stated herein (hereinafter referred as the "Program").

**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 for the successful achievement of the Program.





### **Scope, Activities, and Implementation Arrangements:**

The Parties mutually agree to collaborate in the following areas, encompassing but not limited to:

1. **Drafting the Module Training Program for the Train the Trainers (ToT) Program:**  
Develop a comprehensive training program outlining key modules for the Train the Trainers initiative.
2. **Conducting a Self-Assessment of the Institute/Centre of Excellence:**  
Perform a thorough self-assessment of the Institute/Centre of Excellence, including SWOT analysis.  
Identify gaps and establish a 12-month roadmap for improvement.
3. **Implementing Module 1 - Frameworking the Incubator Ecosystem:**  
Execute Module 1 focusing on framing the incubator ecosystem, ensuring a solid foundation.
4. **Implementing Module 2 - Incubation Cycle and Its Tools & Templates:**  
Implement Module 2 covering topics like the Incubator Business Model Canvas, mentoring, fundraising support for startups, and monitoring & evaluation.
5. **Implementing Module 3 - Operating an Incubator:**  
Execute Module 3, addressing aspects such as planning and reviewing operations, building an incubator culture, and developing a final Incubator Roadmap.
6. **Implementing Module 4 - Incubator Governance:**  
Incorporate incubator visits and organize a 3-day physical boot camp in Baramati as part of Module 4. Boarding and lodging costs will be borne by the respective institutions of the trainees.
7. **Provide Yearlong Handholding Support:**  
Offer continuous guidance, troubleshooting, and assistance to ensure the seamless operation of the "Train the Trainers" initiative.
8. **Conduct Monthly Follow-Up Meetings:**  
Hold monthly follow-up meetings to review progress, address concerns, and ensure alignment with program objectives.
9. **Provide Basic Documentation Support:**  
Supply essential tools and templates required for the effective functioning of the Incubation Centre.
10. **Conduct Refresher Course Annually:**  
Organize an annual refresher course with advanced modules tailored to the evolving needs of the Centre of Excellences.
11. **Educate Team Members for Proposal Drafting:**  
Provide training to team members of the Centre of Excellences for drafting proposals, catering to various Government Agencies.



**12. Empower Trainers for CSR Donor Pitches:**

Equip trainers with the knowledge and skills necessary for effectively pitching to small CSR donors.

**2. 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.

**3. Use of Logos**

A Party shall obtain the express written consent of the other Party before using the Logo/Symbol/Trademark of each other.

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

The MoU shall be effective from the date of its execution and shall remain in force for a period of Five 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 forms. 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.

**6. Represents and Warranties**

Both the Parties hereby represent and warrant that:

- a) It is a duly organized entity, validly existing and fully compliant with all applicable law.
- b) It has all corporate, statutory, and other authorizations, licenses, and consents necessary to legally execute and perform its obligations under the MoU and shall continue to have all such





authorizations, licenses and consents during the entire tenure of the MoU or any extension thereof if any.

- c) It has full rights, title, and interests in the outlets or such rights, approvals, and permissions as are necessary to enable it to use the outlets for the purpose of its business.
- d) Both the Parties do not guarantee the success of the Program to each other.

#### **7. Force Majeure Clause**

Neither Party shall be liable for any failure or delay on its part in performing its obligations under this MoU if such failure or delay is due to Force Majeure conditions (such as riots, lockouts, floods, war, government regulations, Act of God etc.) in whole or in part makes it impossible for the other party to perform its obligations under this MoU.

#### **8. Arbitration**

Any dispute, difference, controversy, or claims (“Disputes”) arising between the parties out of or in relation to or in connection with this MoU or the breach, termination, effect, validity, interpretation, or application of this MoU or to their rights, duties or liabilities hereunder, shall be settled by the parties by mutual consultation. If for any reason such Disputes cannot be resolved amicably by the parties, disputes shall be referred to the Arbitral Tribunal consisting of a sole Arbitrator to be appointed mutually by the Parties. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment of the same and the rules framed hereunder.

#### **9. Notice**

Any notice or communication required by this MoU shall be deemed sufficiently given if delivered in person, by certified mail, or by e-mail to the respective addresses.

#### **10. Authorization and Execution**

The execution of this MoU does not constitute a formal undertaking and as such it simply intends that each Party shall strive to reach, using commercially reasonable efforts, the goals and objectives stated in this MoU.

##### **10.1 Consultancy Services:**



The Knowledge Partner agrees to provide knowledge and expertise for the "Train the Trainers" (ToT) program to enhance the capabilities of the Client's Institute/Centre of Excellence in establishing and sustaining an Incubation and Innovation ecosystem.

**10.2 Consultancy Fees:**

In consideration for the consultancy services rendered, the Client agrees to pay the Knowledge Partner a consultancy fee of **Rs. 15000/-** per trainee per year per center participating in the ToT program, with 10% increase in fees every year.

**10.3 Payment Terms:**

Payment of the consultancy fees shall be made through online/offline payment methods not later than one month from the commencement of the program.

**11. Governing Law**

This MoU shall be governed by and construed in accordance with the laws of India.

**12. Counterparts**

This MoU may be signed by originals and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one MoU.





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

<p>For and on behalf of <b>AIC-ADT Baramati Foundation, Post Box No. 35 (Malegaon Col.), Shardanagar, Baramati, Pune, Maharashtra – 413115, India</b> Email: aicadt@adtbaramati.com</p>	<p>For and on behalf of <b>Shardabai Pawar Mahila Arts, Commerce and Science College, Shardanagar, Baramati, Pune, Maharashtra – 413115, India</b> Email: principalspmc@adtbaramati.com</p>	<p>For and on behalf of <b>Shri. Shivaji Science College, Congress Nagar, Nagpur.</b> Email: shivajiscience_npg@yahoo.com</p>
 <p><i>Jaya Tiwari</i></p>	 <p><i>S. V. Mahamuni</i></p>	 <p><i>M. P. Dhore</i> Principal S. S. E. S. Amravati's Science College, Nagpur.</p>
<p>Jaya Tiwari, CEO, AIC-ADT Baramati Foundation</p>	<p>Prof. (Dr.) S. V. Mahamuni (Principal)</p>	<p>Dr M. P. Dhore (Principal)</p>
<p><b>Witness(s):-</b> Signature: <i>Abhishek Gite</i> Name: Abhishek Gite Designation: Incubation Manager Date: 12/01/2024</p>	<p><b>Witness(s):-</b> Signature: <i>Satyam Pawar</i> Name: Satyam Pawar Designation: Assistant Professor Date: 12/01/2024</p>	<p><b>Witness(s):-</b> Signature: <i>Shahin</i> Name: Dr Shahin K. Sayyad Designation: Assistant professor Date: 12/01/2024</p>