

# **MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**



**Innovation and Incubation Hub MNNIT Foundation  
(IIHMF)**

**Motilal Nehru National Institute of Technology  
Allahabad**

**&**

**Navkalpana Innovation and Entrepreneurship Foundation  
(NIEF)**

**University of Allahabad**

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This Memorandum of Understanding ("MoU") is entered on 11<sup>th</sup> July 2024 at Navkalpana Innovation and Entrepreneurship Foundation (NIEF), University of Allahabad, Prayagraj, Uttar Pradesh

**Between**

**Innovation and Incubation Hub MNNIT Foundation (IIHMF)**, a section 8 Company promoted by Motilal Nehru National Institute of Technology (MNNIT) having registered office at MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD TELIARGANJ, Allahabad, PRAYAGRAJ, Uttar Pradesh, India, 211004 (hereinafter referred as the **First Party**)

**And**

**Navkalpana Innovation and Entrepreneurship Foundation (NIEF)**, a section 8 Company promoted by University of Allahabad having registered office at Prof. Ishwar Topa Academic Complex, University of Allahabad, Senate House Campus, University of Allahabad, Uttar Pradesh-211002 (hereinafter referred as the **Second Party**)

**WHEREAS**, IIHMF and NIEF are referred to individually as a "Party" and collectively as "Parties".

**WHEREAS**, both the parties have come together to collaborate and to maximize the benefits for mutual interests and setting out the working arrangements that each of the entities agree and are necessary for successful collaboration.

IIHMF is playing a vital role in the field of development of entrepreneurship and startup eco-system in the region. IIHMF incubation centre acting as a catalyst for growth, providing necessary resources, mentorship, and a collaborative workspace for startup and entrepreneurship ecosystem. It fosters innovative ventures, accelerates their development, and creates a supportive ecosystem for entrepreneurial success.

IIHMF is executing 'Inclusive Technology Business Incubator' (i-TBI) project of Department of Science and Technology (DST), Govt. of India and StartinUP project of Government of Uttar Pradesh.

IIHMF is also intended to develop the entrepreneurship and startup eco-system in the region/nearby area to explore the employment opportunities at local level, in line with the vision of Aatma Nirbhar Bharat of the Government of India.

NIEF is also an incubation centre promoted by University of Allahabad, working towards the development of startup and entrepreneurship eco-system.

As both the parties IIHMF and NIEF are working towards fostering innovation, development of startup and entrepreneurship in the country, a memorandum of understanding between the parties will have a synergy effects.

**By this MoU, the parties hereto have decided to cooperate; collaborate, and further agree as under:**

## **1. OBJECTIVE**

The purpose of the collaborative relationship contemplated by this MOU is to offer potential synergy exchange and linkage opportunities for acceleration, pre-incubation and incubation programs. This collaboration will also serve as a platform for cross learning and sharing of knowledge, best practices on innovation, incubation and start-up ecosystem development. The undersigned parties will put forth a good faith effort in providing resources, both tangible and intangible, in assisting the other parties in this collaborative relationship to achieve their respective goals.

## **2. CONSULTATION & EXCHANGE OF INFORMATION**

- 2.1 The signatories may invite each other to send observers for meetings and conferences convened by them under their auspices in which, in the opinion of either signatory, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.
- 2.2 The signatories shall, at certain interval, keep each other informed of and consult on matters of common interest.
- 2.3 Consultation and exchange of information and document under this article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents.
- 2.4 To support each other by extending respective institutional expertise in terms of technology, knowledge and management aspects towards strengthening innovation and entrepreneurship ecosystem
- 2.5 To share the best practices and provide access to resources and knowledge repository on request within the institutional capacity for the better design of new programs and policies in the area of innovation and Startup ecosystem.
- 2.6 To design and implement various collaborative programs with a view to create synergy by linking Incubates/Startups of Academic Institution.
- 2.7 To conduct joint outreach, awareness activities and roundtable discussions in the area of common interest to encourage student innovation and student Startup programs/policies.
- 2.8 To hold regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration

- 2.9 To facilitate recognition of student's innovation generated out of the programs run by the parties for strengthening the innovation and Startup ecosystem.
- 2.10 To provide information and assist in building network of angel investors, Venture Capitalists, etc. in the State for fuelling Startup ecosystem with financial strength
- 2.11 To provide all necessary support in terms of sharing information on Startups, their progress and achievements, from time to time and partner for joint programs.

### 3. EXPECTATIONS & BENEFITS

Under the terms of this memorandum of understanding, the parties seek, within the scope of this agreement-

- 3.1 To jointly organize some of the events, programs, workshop for the development of startup eco-system.
- 3.2 To jointly organize inter-college competitions to promote the entrepreneurship ecosystem among the student community.
- 3.3 Both the parties may refer to each other the prospective startups who are not being offered incubation at their incubation canthers due to quota limitations etc
- 3.4 Both the parties may jointly invite senior industry people Inventors, Head Industry and other resource personnel for startups.
- 3.5 Identify synergies between the parties where they relate to each other's business strategies and common interests.
- 3.6 Create opportunities for future joint or allied funding of activities and projects which translate science into innovative tools or solutions for use by either party.
- 3.7 Either partner is not obligated to offering any financial resources to the other.

However, financial support from one party to the other related to specific event/activity can be discussed on a case-to-case basis.

### 4. Scope of Collaboration

The parties acknowledge and agree that the areas of collaboration are not exhaustive in nature and the parties shall in good faith, negotiate to elaborate upon the areas of collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligation of each party in relation to each of the areas of collaboration.

**NOW THEREFORE**, as duly communicated and agreed by and between the parties, the signatories agree to start cooperating to promote creative innovative entrepreneurship within the following broad areas:

1) Knowledge Exchange - Learning and Sharing Best practices on Innovation and Start-up Ecosystem Development at the Micro & Macro level would consist of following sub-theme:

- Open Innovation and Start-up promotion models; State policies & programs
- Academic programs for Start-up & Innovation
- Coaching & Mentoring
- Incubation & Acceleration Industry
- Investor & Venture Capital Environment
- IP regulation, tools & technology transfer practices
- Human Resource development

2) Innovation & Startup Exchange: State/National level business linkages for Startups through co-incubation and short acceleration programs and access to innovation labs for selected Startup

- Joint strategic counselling of fast-growing ventures
- Rating of Startups based on well-defined program of Incubation Centre
- Provision of access to innovation labs and incubation for proven Startup
- Acceleration programs

3) Ecosystem Development of Innovation & Startup

- Promote, Participate and Engage diversified stakeholders (including Students and Alumni)
- Organize city-level program, business seminars, workshops, exhibitions and conferences

4) Empowering Organizational Innovation

5) Any other matter of mutual interest including sharing of facilities like infrastructure, library, reading room etc. as may be mutually agreed

6) To jointly organize workshop, conferences, seminars and similar Entrepreneur Programs with the aim of capacity building.

7) It may further be explored that if startups are agreed to utilize each other's premises and facilities to explore and enhance their products and services, facilitating easy migration and mutual benefit, both the incubation centre may facilitate the same.

## 5. Authorised Signatory of the Memorandum of Understanding

Any of the Director of the respective incubation centre shall be authorised to endorse and execute this Memorandum of Understanding.

## 6. RESPONSIBILITY

Both the parties shall appoint their respective Chief Executive Officer or a nodal officer on behalf of the incubation centre and the CEO/ nodal officer will be a single point of contact for all the communications and will ensure to fulfil all the commitments as mentioned in this MoU

## 7. BINDING OF THE MOU

- 7.1 This MOU is not intended to create binding or legal obligations on either party.
- 7.2 Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.
- 7.3 The parties hereby agree that they are not bound exclusively by this Memorandum and shall be at liberty to enter into any separate agreements or arrangements with any third
- 7.4 Party without reference to the other Party. However, each party will disclose similar arrangements they enter into with third parties.
- 7.5 Cost and expenses involved in the implementation of this MoU will be borne by each party on an individual basis.

## 8. TERM TERMINATION AND RENEWAL

The proposed cooperation under this MOU is non-exclusive and shall have an initial term of 12 (twelve) months, renewable, commencing on date of signing, unless the MOU is terminated by either signatory upon 15 (fifteen) days' notice, in writing to other signatory. The MOU may be extended by mutual agreement of the parties, reflected in writing.

## 9. DISPUTE SETTLEMENT

The parties are desirous of resolving all differences/ disputes between them relating to or arising out of this agreement, through the chief executives or their nominated representatives of the respective parties for the aggrieved party shall give at least 15 (fifteen) days prior notice to other party to resolve all differences/ disputes.

## 10. CONFIDENTIALITY, INTELLECTUAL PROPERTY, AND USE OF NAME & LOGO

- 10.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information, and other data received from or given to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant thereto.
- 10.2 The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations in force from time to time.
- 10.3 Each party may use the name, logo and/or official emblem of other party for the purposes of this MoU with the prior written approval of other Party.
- 10.4 Nothing contained herein shall authorize the Parties to use, apply, invade or in any manner exploit or infringe the intellectual property rights of the other Party without the prior written consent of such other Party, and the usage shall comply with this MoU. In addition, the Parties undertake not to infringe the intellectual property rights of any third party.
- 10.5 Neither Party shall use (except as otherwise provided herein) or infringe on the other Party's intellectual property rights at any point of time. Both the Parties further undertake to help each other on a best-effort basis in case of infringement by a third party of either Party's intellectual property rights.

The Parties in future and during the course of their joint working may also create intellectual properties and they currently agree to mutually decide about its ownership at that point of time in future.

## 11. AMENDMENT

- 11.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding, and any revision, modification or amendment agreed to by the Parties shall be reduce in writing and signed by authorized representatives of both the Parties. Such amendment/s shall form part of this Memorandum of Understanding.
- 11.2 Both parties will review the activities semi-annually at the place/ location agreed upon mutually.

## 12. CONTACTS

Each party of the MoU hereby designates and appoints its representative with overall responsibility for implementing this memorandum and the representatives are duly authorized to sign the MOU. The Parties may, by written notice to the other Party, designate additional or different persons as points of contact but the Parties expect to have

only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this Memorandum.

13. FURTHER ACTS AND ASSURANCES

Each party agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MoU and to consummate the transactions contemplated herein.

For Innovation and Incubation Hub  
MNNIT Foundation

For Navkalpana Innovation and  
Entrepreneurship Foundation

*AKO*  
*11/07/24*

*NK*  
*11.7.2024*

Name: ANIMESH KUMAR OJHA

Name: N.K. SHUKLA

Designation: DIRECTOR, IHMF

Designation: Director NIEF

Date: 11.07.2024

Date: 11.07.2024

Witness: 

Witness: S

Signature \_\_\_\_\_

Signature   
*11/07/2024*

Name: Dr. Ram Kumar Mishra

Name: SHEETAL NANDAN

Designation: CEO, In-charge, IHMF

Designation: Coordinator, Incubation Centre

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