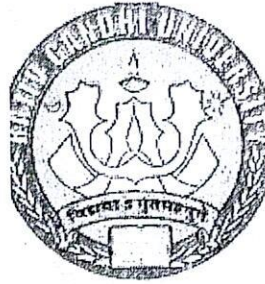


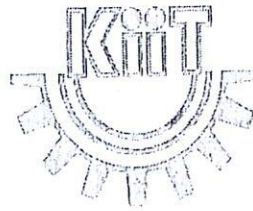
MEMORANDUM OF UNDERSTANDING

BETWEEN

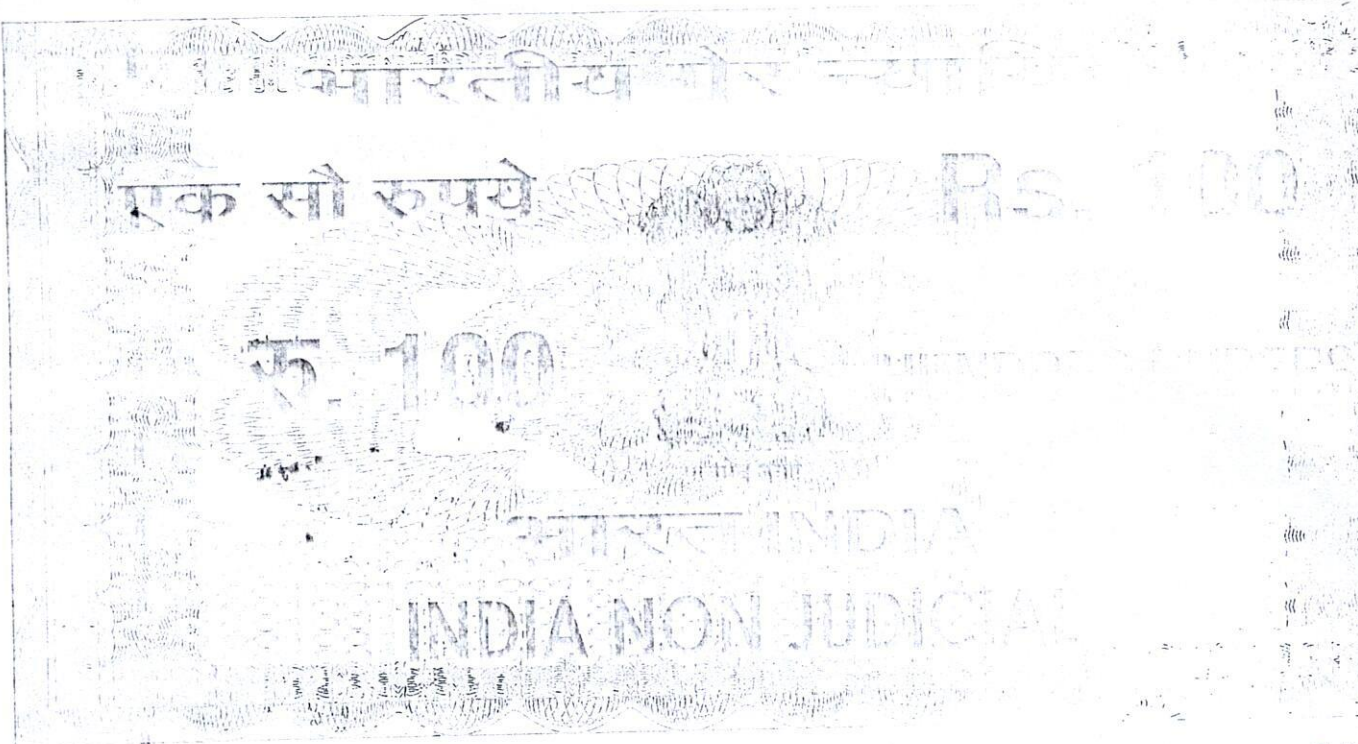
**RAJIV GANDHI UNIVERSITY
RONO-HILLS, DOIMUKH
ARUNACHAL PRADESH**



AND



**KIIT TECHNOLOGY BUSINESS INCUBATOR (KIIT-TBI)
KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY (KIIT), BHUBANESWAR,
ODISHA**



अरुणाचल प्रदेश ARUNACHAL PRADESH

MEMORANDUM OF UNDERSTANDING

BETWEEN

RAJIV GANDHI UNIVERSITY,
RONO-HILLS, DOIMUKH
ARUNACHAL PRADESH

AND

KIIT TECHNOLOGY BUSINESS INCUBATOR (KIIT-TBI)
KALINGA INSTITUTE OF INDUSTRIAL TECHNOLOGY (KIIT), BHUBANESWAR, ODISHA

This Memorandum of Understanding (MoU) is made on thisday of 2020.

BETWEEN

Rajiv Gandhi University, Rono Hills, Doimukh, Arunachal Pradesh.

AND

KIIT Technology Business Incubator (KIIT-TBI), is a section 25 Non-Profit Organizations having CIN U80302OR2009NPL011211 (hereinafter referred as "KIIT-TBI" which expression shall include its successors in interest/business and permitted assigns) of the other part. Established in 2009 with support from Department of Science and Technology (DST), Government of India, KIIT-TBI has been playing a leading role in promoting innovation and building enterprises across pan India. The registered address of KIIT-TBI is Campus XI, KIIT University, Patia, Bhubaneswar 751024. Odisha, INDIA and Email: biotbi@kiitincubator.in.

Rajiv Gandhi University and KIIT-TBI are collectively referred to as “Parties” and individually as a “Party”.

Preamble:

WHEREAS, **Rajiv Gandhi University** is a state council working on research and development which are essential for the state. The broad objectives of the council are to increase the science and technology infrastructure for meeting the challenging demands in basic research, technological development and scientific services. Further, the council is also facilitating the scientists and the entrepreneurs of the state in promoting technology transfers, establishing a strong relationship among the academics, research institutes and industry, guidance for developing entrepreneurship.

WHEREAS **KIIT-TBI** is one of the leading incubators for its phenomenal work in supporting and nurturing innovative technologies and startups, specifically in the biotech arena.

AND **Rajiv Gandhi University** is willing to collaborate with **KIIT-TBI** in promoting bioentrepreneurship and building a strong innovation ecosystem in the North East Region.

Here under and hereinafter **Rajiv Gandhi University** and **KIIT-TBI** shall be collectively referred to as “Parties” and individually as “Party”.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Purpose & Objectives:

The purpose of this MoU is to create a framework for collaboration between **Rajiv Gandhi University** and **KIIT-TBI** with the objectives as given below:

1. AREAS OF CO – OPERATION

- 1.1. Engage in enhancing the academic interactions for translational activities between various institutions and universities in and around North East, which are already in physical proximity to strengthen innovation ecosystem of the region.
- 1.2. Assist in institutionalization of new incubators by public and private organizations while capacity building of existing Technology Business Incubators in East and North East.
- 1.3. Mining of techno-commercial resource pool of East and North East region to gain fair understanding of market dynamics and create linkages between innovation and potential consumer markets for start-ups.
- 1.4. Providing support in creating partnership framework between complementary institutes and incubators to strengthen and harness each other’s techno-commercial expertise.

- 1.5. Develop joint capacity building workshops to create awareness of different funding start up schemes and also develop specialized training programs in bio-entrepreneurship for first generation technopreneurs.
- 1.6. Develop joint translational research projects of common interest and collaborate & work together in mutually agreed areas.
- 1.7. Facilitate and encourage complementary exchange/ seeding of startups from local region and mature ecosystem.
- 1.8. Provide physical and virtual incubation services for entrepreneurship development.
- 1.9. Exchanges of scientists, technologists, research personnel between the two institutes for knowledge sharing purpose.
- 1.10. Other activities mutually agreed upon by the Parties.

2. JOINT UNDERTAKING

2.1. Rajiv Gandhi University and KIIT-TBI agree

- 2.1.1. To pool their resources, expertise and facilities and complement each other, to their best effort, in the implementation of the activities under this MoU.
- 2.1.2. To share knowledge and information for promotion bioentrepreneurship as mentioned under this MoU.
- 2.1.3. To extend assistance and cooperation to one another in the achievement of their common goals during the programme.
- 2.1.4. Authorship of international presentations and technical papers as a result of activities carried out under the MoU shall be decided by all parties in accord with principles of equality, reciprocity, and mutual benefit.
- 2.1.5. Any background intellectual property owned by either party prior to the signing of the MoU and which will be used for activities under the MoU shall remain the property of the said party and the other party shall not claim ownership on such intellectual property. The use of background knowledge/intellectual property for the activities under the MoU shall be solely for that purpose.

3. CONFIDENTIALITY

- 3.1. Each Party agrees to use any confidential information (as defined below) of the other party disclosed under this MoU solely for the purposes of this MoU. "Confidential Information" means any information in any form that is marked at the time of disclosure as being "Confidential" or words of similar meaning.
- 3.2. Neither of the parties shall, without the prior written consent of the other party, disclose any confidential information relating to this MoU to any third party.

- 3.3. Each Party agrees to make confidential information available only to those employees and students who require access to it in the performance of this MoU, and to inform them of the confidential nature of such information and their obligation to project such confidentially. Each Party shall exert reasonable efforts, no less than the protection given its own confidential information, to maintain such information in confidence.
- 3.4. Each Party agrees that the obligations of confidentiality contained herein shall not attach to information that is required to be disclosed by court rule or government law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure.
- 3.5. The obligation of confidentiality hereunder shall carry on in force for a period of Five (5) years from the termination or expiry of this MoU.
- 3.6. Nothing in this MoU constitutes or implies any representation, warranty or undertaking by the disclosing party of the accuracy or completeness of the information or materials provided as part of its involvement hereunder.

4. TERM AND TERMINATION

- 4.1. This MoU shall commence from the effective date of signing for a period of five (5) years (Initial Term). The MOU will automatically lapse after five years, unless renewed.
- 4.2. This MoU will be renewed based on mutual consent. If the MoU remains dormant for three (3) consecutive years, it will be deemed to have lapsed.
- 4.3. Either party shall be entitled at any time at its absolute discretion to terminate this MoU by giving at least three (3) months prior written notice to the other party. Such termination shall not affect the implementation of the activities established under this MoU prior to the effective date of the termination.
- 4.4. Each Party shall ensure that adequate arrangements have been made to complete all commitments before this MoU is terminated.

5. VARIATION AND MODIFICATION

- 5.1. This MoU may be varied or modified by agreement in writing and signed by both Parties.

6. SPECIFIC CO-OPERATION RESEARCH PROJECTS

- 6.1 Specific co-operation projects as may be agreed upon but the Parties shall be negotiated separately between the parties and are in each specific case to be established in separate written agreement, stating the respective rights and obligations of the Parties.

6.2 In case of any ambiguity or conflict of terms between the term and conditions of this MoU and those of a separate agreement as mentioned above, the term and conditions of such agreement shall prevail.

7. FINANCIAL ARRANGEMENTS

7.1 Both Parties understand that all financial arrangement between the Parties shall be further negotiated and mutually agreed, and shall depend on the availability of funds. Both parties shall seek financing of joint activities form internal and external sources available to them.

7.2 The two Universities shall acknowledge that in the absence of an external funding agency, all expenses for travel, living and allied costs of corporation and exchange activities shall be left to the discretion and the responsibilities under “ the Mutual discussed and agreed upon agreement’ for each specific cooperation and activities.

8. DISPUTE RESOLUTION

The parties agree that mutual goodwill and understanding forms the basis of this MoU. Nothing mentioned in this MoU shall deem to constitute partnership between the signing Institutions appointing one party as an agent of the other. This MoU will be effective upon signature by the authorized signatories of the Institutions.

Any dispute arising out of or in relation to this MoU shall be settled by the parties amicably through mutual consultations and negotiations. Except as herein before provided, all disputes arising out of or in connection with this agreement shall be referred the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The decision of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be in New Delhi and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act 1996 (as amended from time to time). Each party shall bear and pay its own cost of arbitration proceedings. The provision of this clause shall not become inoperative notwithstanding this agreement expires or ceases to exist or is terminated or revoked.

The language of arbitration proceedings will be English only

- a. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award
- b. The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

IN WITNESS WHEREOF the Parties have caused this MoU of Understanding to be executed on the date first above written.

For and on behalf of
Rajiv Gandhi University
Rono-Hills, Doimukh

Signature:.....

Name:

Designation:

Rajiv Gandhi University,
Rono-Hills, Doimukh
Arunachal Pradesh

Seal:

गजीव गांधी विश्वविद्यालय
Registrar
Rajiv Gandhi University
Rono Hill, Doimukh (A.P.)

For and on behalf of
KIIT-TBI, Odisha

Signature:.....

Name: Dr Mrutyunjay Suar

Designation: CEO

KIIT Technology Business Incubator
(KIIT-TBI), KIIT University, Odisha

Seal:

WITNESSES

For and on behalf of
RGU, Rono-Hills, Doimukh
Arunachal Pradesh

Signature:.....

Name: DR. SUMPADEE MARGANDHY

Designation: PROFESSOR & HEAD

Seal:

गजीव गांधी विश्वविद्यालय
Head
Rajiv Gandhi University
Rono Hill, Doimukh (A.P.)

For and on behalf of
KIIT-TBI, Odisha

Signature:.....

Name: Dr Namrata Misra

Designation: Head-Bioinnovations
KIIT-TBI

Seal: