



**Memorandum of Understanding**  
**between**  
**Entrepreneurship Development Institute of India**  
**&**  
**Gujarat Corporate Social Responsibility Authority**

This **AGREEMENT** is entered into on Third day of September, 2015 between:

**Gujarat Corporate Social Responsibility Authority** (hereinafter referred to as GCSRA), a Government of Gujarat initiative having registered office at 2nd Floor, GMDC Bhavan, Vastrapur and operating office at 3rd Floor, GSFC Building, Near Reliance Mart, Opposite Drive-in Cinema, SKUM School Road, Bodakdev, Ahmedabad-380054, Gujarat

and

**Entrepreneurship Development Institute of India** (hereinafter referred to as EDI), an autonomous and non-profit organization having registered office at Bhat, Gandhinagar-Ahmedabad Airport Road, Gandhinagar-382428, Gujarat.

GCSRA and EDI have been individually referred to as 'PARTY', and collectively called 'PARTIES' hereafter.

As an autonomous body instituted by the Government of Gujarat in 2015 and an independent society and trust under Societies Registration act 1860 and Bombay Public Trust Act 1950, the vision of GCSRA is to catalyze sustainable growth by creating an enabling environment for the corporate sector to work in partnership with the government, non-government, and civil society organizations, as well as community organizations in the field of Corporate Social Responsibility. To begin with, GCSRA has identified five major focus



areas i.e. Community Toilet, Malnutrition in Children, Innovation and Entrepreneurship, Diagnostic Healthcare and Skilling for Livelihood defined in the Amended Companies Act(s) for executing CSR activities.

EDI, an autonomous and not-for-profit Institute, set up in 1983, and sponsored by all India financial institutions and supported by Government of Gujarat EDI has helped set up exclusive Entrepreneurship Development Centres (EDCs) at national and international levels. It has also pioneered taking entrepreneurship to a large number of schools, colleges, science and technology institutions and management schools in several states by including entrepreneurship inputs in their curricula. As a National Resource Institute in the field of entrepreneurship, it has received support from renowned international bodies such as; the World Bank, Commonwealth Secretariat, UNIDO, ILO, British Council, Ford Foundation, European Union, ASEAN Secretariat and several other renowned agencies. In recognition of its international achievements, the United Nations Economic & Social Commission for Asia & Pacific (UN-ESCAP), Bangkok, Thailand, has declared EDI as a Centre of Excellence.

With regard to GCSRA and EDI Association for 'Innovation and Entrepreneurial Ecosystem' both the parties are agreeing to encourage the following activities:

1. Create an ecosystem that stimulates independent thinking and innovative ideas.
2. Evolve innovative ideas for developing incubation centre for innovative or value added product, process or service.
3. Help entrepreneurs in different stages of their entrepreneurial journey, particularly at the stages of grooming and ideation, screening of business proposals/projects and selection of project proposals that can be adopted for incubation.
4. Jointly organize workshops/training & capacity building programs / seminars / networking events, discussions, etc.
5. While GCSRA will play a lead role at Spark-Up, Incubation and Piloting stages, EDI will play a lead role in grooming youth to take up entrepreneurial career and at different evaluation/assessment stages of the programme, GCSRA together with EDI will also facilitate and promote inter-institutional collaborations if it is required during the stages of grooming and incubation.
6. EDI will help GCSRA to use its infrastructure facility, library and other resources for conducting short term training programmes as and when required, on payment basis.



7. EDI will take lead role in conducting the pre-requisite training/courses required for entrepreneurial orientation, as per financial arrangements.
8. GCSRA will facilitate incubation facility for domain specific entrepreneurial training/opportunity.
9. Together, both parties, will endeavor to promote 66 start-ups in the first 3-years.
10. This agreement will be reviewed every 3 years to evaluate progress made and quality of mutual cooperation.
11. From the GCSRA, Dr Prabodha Swain will be the main coordinating person. M: +91 9727069295, email: prabodh@gcsra.org. From EDI, the coordinating person will Mr. Satya Acharya, M: 76000 50606, e-mail: satya@ediindia.org

## **2. CONFIDENTIALITY**

2.1 All parties agree to treat the information relating to the other organization as confidential pursuant to the terms of this AGREEMENT. This AGREEMENT concerns information relating to various stages i.e. Grooming, Spark-up, Incubation, Spin off to create a vibrant entrepreneurial ecosystem. It includes and is not limited to (i) details as mentioned above, (ii) any information an EDI Mentor creates during any of the above program (iii) any information that GCSRA discloses under any of the above program.

2.2 GCSRA and EDI agree for not disclosing any type of confidential material, knowledge, or information. The parties may like to share this with one another but may decide not to disclose it to any third party. This NDA creates a confidential relationship between the parties to protect any type of confidential and proprietary information or trade secrets.

As such, an NDA protects non-public business information.

## **3. INTELLECTUAL PROPERTY**

3.1 Both the parties hereby agree to share all rights, title and interest in any INTELLECTUAL PROPERTY created under the activities planned under this MoU. The property can be shared with the GCSRA/EDI affiliates after mutual consent and due diligence. However, Intellectual Property developed by the independent entrepreneur during the process that lead to his own spin-off company can be discussed separately and shared within the parties through mutual agreement.



3.2 "Intellectual Property" means all forms of legal rights and protection relating to the above program and otherwise based on CONFIDENTIAL INFORMATION, in any country of the world, including and not limited to (i) inventions and improvements thereof (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("Proprietary Information") all letters patent, patent applications, provisional patent applications, design patents, PCT filings, invention disclosures and other rights to inventions or designs ("Patents"), all registered and unregistered copyrights in both published and unpublished works ("Copyrights"), and all applications, registrations, issuances, divisional, continuations, renewals, reissuances and extensions of the foregoing. Both, GCSRA and EDI mentors hereby assign and will assign to each other, depending on the mutual agreement all rights, title and interest in Proprietary Information, Patents, and Copyrights, which contain or are based on CONFIDENTIAL

### 3.3 Patents Based on above Activities

GCSRA and EDI agree that if GCSRA decides to file a Patent encompassing proprietary Information, GCSRA shall name any EDI Mentor/ inventor on the Patent GCSRA files and vice-versa. EDI and GCSRA agree that at the request of each other shall require concerned Mentor to (a) assign and convey to GCSRA/EDI or GCSRA/EDI nominee, his entire rights, title and interest in and to said improvements and inventions, (b) assist GCSRA/EDI and its agents in preparing patent applications in all countries of the world covering the improvements or inventions, (c) sign and deliver all said applications and assignments of the improvements or inventions to GCSRA/EDI and (d) give all information and testimony, sign all papers and do all things which may be needed or requested by GCSRA/EDI to the end that GCSRA/EDI may obtain, extend, reissue, maintain and enforce Patents in all countries of the world covering said patentable improvement and invention. Each party agrees to bear all their respective expenses to be incurred on the performance of (a) through (d) above. EDI mentor agrees to disclose promptly and fully to GCSRA and its attorneys Proprietary Information created by EDI mentor and vice-versa.

### 3.4 Intellectual Property Developed by Start-ups

Intellectual property developed by the individual start-up will be treated as the property of the start-up when it spinoff to become a company. In case of use of any

intellectual property either of GCSRA or EDI or of both by the start-up, a separate licensing arrangement will be entered into with the concerned parties on a case to case basis.

### 3.5 Equity Holding in Start-ups

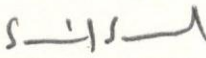
As regards the debt/equity/commission/royalty arrangements with the start-up, it would be taken up on case to case basis.

### 3.6 Termination Clause

The agreement can be terminated at any point of time with mutual consent without any liability to either party. This AGREEMENT is hereby accepted and agreed to by each PARTY's authorized representative as indicated below:

This Understanding is hereby accepted and agreed to by each PARTY's authorized representative as indicated below:

EDI

Sign: 


Name: Dr. Sunil Shukla

Title: Director EDI

Date: 3 September, 2015

In the presence of,

Witness:



Name: Mr. Nikhilesh Desai

Title: Head, B.D. Cell, EDI

GCSRA

Sign: 

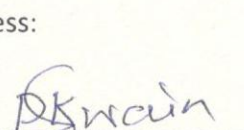
Mr. M Sahu, IAS (Retd)

Chairman, GCSRA

Date: 3 September, 2015

In the presence of,

Witness:



Name: Dr. Prabodha Swain

Title: Sr. Project Manager, GCSRA