

Memorandum of Understanding

Gujarat University

(GU)

Navrangpura, Ahmedabad-380009, India



and

Gujarat Corporate Social Responsibility Authority

(GCSRA)

(Government of Gujarat initiative)

Bodakdev, Ahmedabad-380054, Gujarat, India



GUJARAT CSR AUTHORITY
An Initiative by Government of Gujarat
Reg. No. - F/58071/Ahmedabad, GU/18572/Ahmedabad

February-2016

Memorandum of Understanding

This AGREEMENT is entered into on 17th day of February, 2016 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

Gujarat University (GU), a premier State University located at Navarangpura, Ahmedabad-380009.

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

GCSRA is an autonomous body instituted by the Government of Gujarat in 2015. The Authority is 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. The Authority established under the administrative control of the Industries and Mines Department (IMD), Government of Gujarat will manage the CSR fund and also coordinate, monitor and implement various CSR activities. 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 as per the Amended Companies Act(s).

Gujarat University (GU) was established on 23rd November 1949 as a state University at Ahmedabad under Gujarat University Act 1949 of the state government. It is an affiliating university for under-graduate, post-graduate and research level courses. It also encourages novel courses, research ideas and established a council named *Gujarat University Start-up and Entrepreneurship Council* (GUSEC) in the campus at Ahmedabad. As a premier university, GU strives to accommodate novel ideas and innovative strategy in teaching and encourages high impact research in various scientific disciplines to cater emerging challenges of academic endeavours, research and development.

Association of GCSRA and GU for Innovation and Entrepreneurial Ecosystem

All parties are agreeing to encourage the following activities:

1. Create an ecosystem that stimulates innovative/novel ideas.
2. Develop incubation centre(s) and technology laboratories/research station for novel, innovative and value added products, process or service particularly in areas of advances in Plant Sciences, Chemistry, (including Green Chemistry, Supra Molecules), Life Sciences,

Forensic Sciences, Nanotechnology, Bioinformatics, Genetics, Climate Change and associated areas of applications including ICT and renewable energy sectors.

3. GU and GCSRA will work to develop GCSRA-GU entrepreneurship incubation centre named *Gujarat University Startups and Entrepreneurship Council* (GUSEC) and a research laboratory/research station to contribute and cater the above mentioned areas.

4. Help entrepreneurs in different stages of their entrepreneurial journey, particularly at the stages of grooming and ideation, screening of business proposals/projects and also selection of project proposals that can be adopted for incubation and provide incubation facility for the potential entrepreneurs.

5. Jointly organize workshops/training & capacity building programs/seminars/networking events, discussions, etc.

6. GCSRA and GU will work together in different stages of the ecosystem to promote innovations and entrepreneurial opportunities. GCSRA will play a lead role at Spark-Up, Ideation, short-listing potential enterprising projects and candidates. Whereas, GU will play a lead role in grooming and incubation of the projects and any technical evaluation and assessment required during incubation stages. GCSRA together with GU will also facilitate and promote inter-institutional collaborations if it is required during the stages of grooming and incubation.

7. GU will help GCSRA to use its research and other facilities, library and other resources for conducting short term training programs as and when required, on mutually agreed terms and conditions.

8. GU will take lead role in conducting the pre-requisite training and courses required for incubation and subsequent piloting.

9. GU will provide incubation facility for domain specific entrepreneurial training/opportunity. Also extend help in developing products where GU has appropriate expertise and special skills.

10. GCSRA will facilitate other requisites including entrepreneurial orientation training, identifying potential experts and industrial linkage as and when required.

11. Together, both parties will endeavour to promote about 20 start ups in the first 03-years.

12. This agreement will be reviewed at the end of every three years. However, any amendment / propose midway course corrections required for better outcome in terms of progress and quality of the mutual cooperation can be put for amendment on yearly basis.

11. From the GCSRA, Senior Project Manager, at present Dr. Prabodha Swain will be the main coordinating person, M: +91 9727069295, email: prabodh@gcsra.org. From GU, will be Registrar, M: + 9978408002, email: registrar.gu53@gmail.com, Gujarat University, Ahmedabad.

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 and Spin off to create a vibrant entrepreneurial ecosystem. It includes and is not limited to (i) details as mentioned above, (ii) any information anGU Mentor creates during any of the above program (iii) any information that GCSRA discloses under any of the above program.

2.2 GCSRA and GU 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/GU 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, re-issuances and extensions of the foregoing. Both, GCSRA and GU 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 GU agree that if GCSRA decides to file Patent encompassing proprietary Information, GCSRA shall name any GU Mentor/ inventor on the Patent GCSRA files and vice-versa. GU and GCSRA agree that at the request of each other shall require concerned Mentor to (a) assign and convey to GCSRA/GU or GCSRA/GU nominee, his entire rights, title and interest in and to said improvements and inventions, (b) assist GCSRA/GU 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/GU and (d) give all information and testimony, sign all papers and do all things which may be needed or requested by GCSRA/GU to the end that GCSRA/GU 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. GU mentor agrees to disclose promptly and fully to GCSRA and its attorneys Proprietary Information created by GU 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 GU 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 as 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:

Gujarat University, Ahmedabad

Signature: _____

Dr. H. C. Patel

Registrar



Date: Wednesday, 17th February-2016

In the presence of,

Witness: _____

Dr. M. N. Patel

Hon. Vice Chancellor, GU

GCSRA, Ahmedabad

Signature: _____

Dr Prabodha Swain

Senior Project Manager



In the presence of,

Witness: _____

Mr. Maheswar Sahu

Hon. Chairman, GCSRA