

महाराष्ट्र MAHARASHTRA 6 AUG 2022 2022

BP 823385

अनु.क्र. 74444 6 AUG 2022 2022

इस्तेमाल प्रकार M-0-4
दस्त नोंदणी करणार आहेत का? होय/नाही.

मिलकतीचे दर्शन Principal Cummins College of Engg.

मुद्रांक विकत घेणाऱ्याची नाव S.No.7 Lane-2 Shahu Colony, Karvenagar,
पत्ता Pune-5

मुद्रांक विकत घेणाऱ्याचे नाव Govt. College of Engg.

हस्तने ज्यक्तीचे नाव व पत्ता अरविंद शिरसाडे

slis D सौ. संजय रा. वाघोळे
पत्रवार्ता क्र. 2209089
मुद्रांक विकत घेणाऱ्याची सही डी-22/14 मुद्रांक कोषागार पुणे-36



MEMORANDUM OF UNDERSTANDING

BETWEEN

COEP's Bhau Institute of Innovation, Entrepreneurship & Leadership

AND

MKSSS's Cummins College of Engineering for Women, Pune

FOR

Promoting Entrepreneurial & Innovation culture at various levels and to establish incubation center at the academic institute to support startup activities

King
For Bhau Institute

About COEP's Bhau Institute of Innovation, Entrepreneurship & Leadership:

Founded by Mr. Sanjay Inamdar, Founder of Flucon,(Co-founder, Bhau), Dr. Anil Sahasrabudhe – Chairman, All India Council for Technical Education (AICTE), Mr. Narendra Kale, Founder Chairman, Kale Consultants Limited, (Co-founder Bhau) is a not for profit company registered under Section 8 (1) of the Companies Act, 2013.

COEP's Bhau Institute's vision is to create a successful model to change India for better through young entrepreneurs who are the hope of tomorrow's rural and urban India.

COEP's Bhau Institute's mission is to promote entrepreneurship in a self-supported, sustainable and scalable manner by creating a world-class institute. This institute model will be replicable and scalable across the country at 1000+ places each capable of inspiring 1000+ entrepreneurs.

COEP's Bhau Institute is supported by Department of Science and Technology, Govt. of India under Technology Business Incubator (TBI) scheme. Being an inclusive institute for start-ups, COEP's Bhau Institute seeks to provide infrastructure, programs, and services (Enabling start-up formation, incubation, acceleration, and funding), to students, entrepreneurs, intra-preneurs, and industry. To provide maximum value to the community, the institute proactively seeks to support and promote start-up companies. Bhau's focus is to develop successful entrepreneurs in grassroots innovations including Renewable Energy, Agritech, EV& Smart Mobiiity, Healthcare technologies, Cyber Security and IoT.

About MKSSS's Cummins College of Engineering for women, Pune:

Cummins College of Engineering for Women comes under the umbrella of its parent institution, Maharshi Karve Stree Shikshan Samstha (MKSSS). Cummins College is the first all women engineering college in India established in the year 1991 with support from Cummins Diesel (India) Foundation. It is located in Pune, Maharashtra State and is well known as 'Oxford of the East' with strong Computer, IT, Mechanical, Automobile and Electronics industry hub. The first undergraduate batch of college passed out in July 1995, coinciding with the centenary of its parent institution.

College is recognized for its rigor in academics and dedicated faculty, successful alumnae being its outcome. It has a strong association with the industry and is recognized for providing quality recruits for the industry.

On this background to get associated for this endeavor by signing this Memorandum of Understanding ("MOU"), on 29th August 2022

BETWEEN

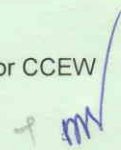
COEP's Bhau Institute of Innovation, Entrepreneurship & Leadership having its registered office at College of Engineering Pune, Wellesley Road, Shivaji Nagar, Pune, Maharashtra, 411005, hereinafter referred to as "**Bhau Institute or Mentor Institute**" (which expression shall unless repugnant, include its assigns, and authorized representatives..... Party of the first part

For Bhau Institute



Page 2 | 11

For CCEW



AND

MKSSS's Cummins College of Engineering for women, having its registered office at Karvenagar, Pune represented by its Principal hereinafter referred to as "**CCEW**" (which expression shall unless repugnant, include its assigns and authorized representatives).
....Party of the second part

Both the parties shall be collectively called as "Parties".

Objectives: In accordance with the mutual desire to promote cooperation between **Bhau Institute** and **CCEW**, Parties are entering into a formal agreement in the form of MOU with the objective of promoting entrepreneurship.

The main objectives of the association are,

1. Setting up Incubation Center which will work as Bhau's Extension Center at the institutional level
2. Building entrepreneurial culture at institutional level
3. Promoting entrepreneurship amongst students at institutional level
4. Identifying and selecting those who can be developed into entrepreneurs
5. Developing their entrepreneurial capabilities, domain & business skills
6. Providing infrastructure and lab facility support to the identified startups subjected to further separate evaluation

Following are the responsibilities of CCEW :

- **CCEW** to promote entrepreneurship among students, faculties, staff who are aspiring entrepreneurs, to set up their own businesses with the support of Bhau Institute.
- **CCEW** can direct students, faculties, and staff after primary evaluation to Bhau Institute for further incubation guidance.
- **CCEW** can run event/ seminar/ workshop on entrepreneurship jointly either at **CCEW** or at Bhau Institute as per mutual discussion and agreement before such event.
- **CCEW** shall share their entrepreneurship related event details and activities with Bhau Institute community.
- **CCEW** shall provide facility & lab support, if required by Bhau startups and will have separate effort and cost estimations, to be discussed and agreed between both the parties to the same.
- **CCEW** shall display Bhau Institute's Posters/Standees at their various entrepreneurship related joint events which will have both Bhau Institute and **CCEW** logos.
- **CCEW** shall promote Bhau Institute by displaying Bhau Institute's name and logo on the **CCEW** s website.

Following are the general responsibilities of Bhau Institute, Pune:

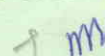
- ✓ **Bhau Institute** shall provide incubation and entrepreneurship development related support to **CCEW** as a remote incubation center at their campus.
- ✓ **Bhau Institute** shall provide the basic mentoring with available internal resources to the students, faculty and staff from **CCEW** subject to the idea evaluation under the suitable incubation module suggested by Bhau Institute.

For Bhau Institute



Page 3 | 11

For CCEW



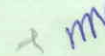
- ✓ The incubatee at the Mentee Institute can be co-incubated at Bhau Institute, Pune virtually or physically by paying nominal incubation charges. They can also use the facilities from time to time by paying nominal charges. Once, co-incubated, such incubatees would be eligible to apply for various schemes for grant or seed funding through Bhau Institute.
- ✓ Bhau Institute will also display **CCEW's** Posters/Standees at their various entrepreneurship related joint events which will have both Bhau Institute and **CCEW** logos.
- ✓ Bhau Institute's events will be shared with **CCEW** community.
- ✓ Bhau Institute shall promote **CCEW** by displaying **CCEW** name and logo on the Bhau Institute's website, as per usage policy communicated by Bhau institute from time to time.
- ✓ Bhau Institute and **CCEW** shall follow Annexure 1 "Scope of Engagement" to get engaged in routine activities.
- ✓ The substantial time and efforts beyond the activities mentioned in the Annexure 1 "Scope of Engagement" shall be estimated separately and mutually agreed by both the parties
- **1 Visit to Bhau Institute/ Interaction with startups**

Following are the terms and conditions of the agreement:

1. The term of this MOU shall commence on the 29th August 2022 and shall continue until the expiry of 1 year i.e. 29/08/2023 from the Effective Date. This agreement will have to be mutually renewed by both the Parties as per need basis. Either Party may terminate this MOU by giving thirty (30) days written notice to the other Party.
2. There should not be any engagement charges incurred for this engagement.
3. In case, if any expenses and cost including travel, accommodation, honorarium gets involved for the different activities related to this MoU, then such expenses and cost shall be borne by the mentee institute. Any exception to this clause would be based on prior written/email consent and mutual agreement of both the parties.
4. **Confidentiality:**

During the term of this Agreement, either party may disclose to the other party, or either party may obtain access to proprietary and confidential information or material concerning or related to the other party's and/or either party's customer's manufacturing processes, services, products, or general business operations. Such information or material includes, but is not limited to, discoveries, inventions, research, improvements, or deficiencies regarding the parties' and/or customer's products or services, transactional profits, pricing and discount methods, employee lists, software code, programmer documentation, software algorithms, software development, testing and diagnostic techniques, customer lists and identifications, and any information designated or overtly treated by the party as ("Confidential Information"). However, Confidential Information shall not include any information which (a) is or becomes publicly known through no wrongful act or omission by the receiving party; (b) is known by a receiving party without any proprietary restrictions at the time of receipt of such Information from





the disclosing party and/or customer; or (c) becomes rightfully known by a receiving party without proprietary restrictions from a source other than the disclosing party or customer (d) independently developed by the receiving party; or (e) approved by the disclosing party for release.

Either party acknowledges the confidential and proprietary character of the Confidential Information and agrees that the Confidential Information is the exclusive and valuable property of the disclosing party. Both the parties undertake to protect the Confidential Information with the same degree of care as it uses to protect its own Confidential Information. Accordingly, receiving party agrees not to reproduce any of the Information except as necessary to perform services hereunder, and not to divulge all or any part of the Confidential Information to any third party, either during or after the term of this Agreement.

The secrecy of the Confidential Information disclosed pursuant to this Agreement shall be maintained for a period of five (5) years following disclosure thereof. In case of breach, the affected party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.

5. Intellectual Property:

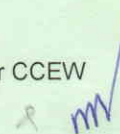
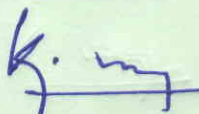
The parties agree that neither of them shall acquire by virtue of this Agreement or any agreement, any rights of ownership, right to use or any other interest, right or title of copyrights, patents, trade secrets, trade marks, or any other Intellectual Property rights owned by the other party and/or developed or created independently by other party during this Agreement, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed or otherwise alienated to the other party, nor the other party shall be entitled to claim any right, title or interest therein, at any time.

6. Term & Termination:

This Agreement shall be valid for a period of "1 (One)" year from the date of signing of this Agreement by both the parties unless extended in writing by both the parties for such term as may be mutually agreed upon or unless terminated earlier in accordance with this Agreement. Any extension shall be done prior to thirty (30) days of the completion of the Agreement period. Either party may, without any termination obligations and liability, terminate this Agreement for any reason by providing prior notice in writing of at least 30 (thirty) days to the other party.

7. Relationship Between the Parties:

This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Nothing in this MoU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party. At all times contemplated herein, Bhau Institute and <short name of institution> shall remain independent entities, each responsible for its own employees.



8. Right of Refusal:

Both parties shall reserve the right to refuse to undertake an assignment/ perceived business opportunity under the joint responsibility of this Agreement after citing appropriate reasons.

9. No Liability:

Neither Party shall be liable to the other for any damages, whether direct indirect, incidental, consequential or special damages arising out of the performance or non-performance of the terms hereunder except for the breach of confidentiality and Intellectual Property.

10. Participation in Similar Activities

This MOU is a non-exclusive partnership, in no way restricts Bhau Institute or CCEW from participating in similar activities with other public or private agencies, organizations, or individuals.

11. FORCE MAJEURE:

Neither of the parties hereto shall be considered in default in performance under the MoU if such performance is prevented or delayed by events such as war, civil war (whether declared or not), civil commotion, insurgency, hostilities, revolution, riots, strikes, lockouts, conflagrations, epidemics, accident, fire, flood, droughts, pandemics, earthquake or any act of god or order of the Government or causes beyond the reasonable control of the party affected, provided notice in writing is given within ten days, failing which, within the shortest period, by party affected. Soon after the cause of majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay occurred such affected activity abducting necessary evidence in support thereof. From the date of occurrence of case of force majeure, the obligations of the party affected shall be suspended during the continuance of any inability resulting there from have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the delay occasioned by such events. Should one or both parties be prevented from fulfilling the obligations by a state of Force Majeure lasting for a period of more than three (3) months, the parties shall consult each other and decide on the future execution of the MoU or/and the respective Project Agreement.

12. Extension or amendment of this MOU:

This MOU may be extended or amended only through by common written consent between the Parties. The decision to amend or extend the MOU, and language describing the agreed upon changes, shall be documented in writing, including the date of the amendment/extension, and the signatures of the authorised signatory of each Party.



13. Notices:

All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this MoU. Electronic communications are admissible provided these are sent with delivery confirmation receipt and followed by physical copy mailed as set forth above.

14. Publicity:

Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this MoU. However, all press releases or other public announcements relating to this MoU must be approved in advance and in writing, in each instance, by both the Parties.

15. Governing Law:

This MoU shall be construed, interpreted and governed by the laws of Republic of India & Civil Courts of Pune, shall have the exclusive jurisdiction w.r.t. this MoU.

16. Dispute Resolution:


Any disputes arising between the Parties regarding the interpretation or implementation of this Agreement or any controversy or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall be settled by arbitration conducted by mutually appointed arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any amendments thereto. The arbitration proceedings shall be held in the English language. The arbitration proceedings shall be held at Pune, Maharashtra, India.

17. Severability:





If any provision of this Agreement shall be held invalid in arbitration/in a court of law, the remaining provisions shall be construed as if the invalid provision was not included in this Agreement. The parties shall endeavor to replace such invalid provision with another provision which as far as legally possible reflects the original intent of the Parties.

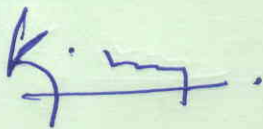
18. Counterparts:

This MoU shall be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one MoU.



IN WITNESS THEREOF, the Parties hereto have caused this MOU to be duly executed as of the day and year first written above.

For and on behalf of COEP's Bhau Institute of Innovation, Entrepreneurship and Leadership	For and on behalf of MKSSS's Cummins College of Engineering for women, Pune
	
Dr. K. C. Vora CEO, Bhau Institute College of Engineering Pune, Wellesley Road, Shivaji Nagar, Pune, Maharashtra, 411005. Tel:02025570001 Email: ceo.bhau@coep.ac.in	Dr. Madhuri Khambete Principal MKSSS's Cummins College of Engineering for women, Pune. 411052. Tel no: 02025311000 Email: principal@cumminscollege.in
In presence of	In presence of
	
Girish Degaonkar Asst. Gen. Manager Tel:02025570025 Email: girish.bhau@coep.ac.in	Dr. Makarand Velankar Head Startup and Innovation Cell Tel: 02025311000 Email: makarand.velankar@cumminscollege.in



Annexure 1 – Scope of Engagement

Sr. No.	Offerings	L1
A	<p>Guidance in activities associated with setting up of an incubator</p> <ol style="list-style-type: none"> 1. Space, Design of incubator 2. Labs and Lab equipment 3. Legal structure of an incubator 4. Governance Mechanism 5. Sourcing, Selection, support for startups 6. Eco-system Development 7. Funding schemes for Incubator and Startups 	<ul style="list-style-type: none"> • Max 2 hrs for the entire offerings. • Only verbal guidance will be provided.
B	<p>Training/Awareness Sessions on following topics, in a year – 1 to 2 hrs per topic</p> <ul style="list-style-type: none"> • Topics may vary as per requirement & availability of the expert resources & after mutual agreement between two parties • Facilitation for the sessions more than designated numbers decided in each category would be charged separately • Speakers Honorarium to be paid by the mentee institute • Any travel expenses in such case to be paid by the mentee institute at actuals • This is indicative list. Mentee Institute can also suggest different topics than mentioned in the list. Bhau team will help in facilitating the speaker arrangement. <p>Topics:</p> <ol style="list-style-type: none"> 1. ED Awareness 2. Motivation 3. Idea generation 4. Idea validation 5. BMC Overview 6. Success/Failure analysis or stories 7. Team Building 8. Time to market (Timing of bringing product into market) 9. Marketing 10. Business Networking or Networking (Imp part of any startup journey) 11. Recent trends in industry 12. Design Thinking for startups 13. B2B and B2C sales & Marketing 14. Financial Due diligence requirements for startups 15. IP related sessions for startups 	<ul style="list-style-type: none"> • If required, Bhau can conduct on chargeable basis on request. • This will be considered as an independent activity




	<p>Bootcamp/ Workshop</p> <ul style="list-style-type: none"> •Topics may vary as per requirement & availability of the expert resources & after mutual agreement between two parties •Facilitation for the sessions more than designated numbers decided in each category would be charged separately •Speakers Honorarium to be paid by the mentee institute •Any travel expenses in such case to be paid by the mentee institute at actuals <p>1. Workshop covering below suggested topics with case studies</p> <ol style="list-style-type: none"> i. BMC/Company compliances/IPR/Market potential/Finance and funding preparedness/ idea validation/ effective pitching etc... <p>2. Guest lectures – 1 lecture per day – Customizable</p> <ol style="list-style-type: none"> i. First gen/successful entrepreneurs/Women entrepreneurs <p>3. Idea competition – limited to boot-camp participants</p> <ol style="list-style-type: none"> i. Day 1 – decide idea ii. Day 1 to 2 – work on idea iii. Day 2 – present idea <p>4. Specifically for faculty we can have following separate sessions for capacity building</p> <ol style="list-style-type: none"> i. Pre-incubation Mentoring ii. How to run E-Cell/various activities on campus iii. Policy formation iv. Structure formation etc. 	<ul style="list-style-type: none"> • If required, Bhau can conduct on chargeable basis on request. • This will be considered as an independent activity
<p>D</p>	<p>Competition</p> <ol style="list-style-type: none"> 1. Bhau Team will help in designing the competition theme, evaluation framework etc. 2. Bhau team can also be part of evaluation committee 3. Bhau Institute will support potential candidates for Pre-incubation 	<p>This is not covered in this scope of engagement</p>




E	<p>Incubation SUPPORT</p> <p>1. Shortlisted candidate could be considered as Pre-incubatee of Bhau Institute and mentored at the Mentee Institute</p> <p>2. Shortlisted candidates can use Bhau's facility & infrastructure on case to case basis after getting evaluated, reviewed and recommended by Bhau management.</p> <p>3. Office seating place could be offered on nominal chargeable basis. In such cases candidate will get below mentioned benefits:</p> <ul style="list-style-type: none"> i. Access to different events at Bhau ii. Discounted pricing for captive and collaborative networking events, showcases, conferences, and forums if available for Bhau Institute startups iii. Access to high quality network of investors, mentors, and service providers iv. Access to COEP & our other associated engineering institution's student interns v. Access to Meeting rooms at Bhau Institute, Pune 	This is not covered in this scope of engagement
F	1 Visit to Bhau Institute/ Interaction with startups	Y