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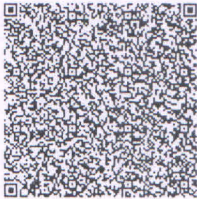


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Puducherry

## e-Stamp

Certificate No. : IN-PY48733037096961T  
Certificate Issued Date : 29-Jul-2021 10:43 AM  
Account Reference : IMPACC (IV)/ py4000703/ SURAKUDY/ PY-KA  
Unique Doc. Reference : SUBIN-PYPY400070380597986057331T  
Purchased by : PAJANCOA AND RI KARAIKAL  
Description of Document : Article 4 Affidavit  
Property Description : AFFIDAVIT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : PAJANCOA AND RI KARAIKAL  
Second Party : AIC PECF PUDUCHERRY  
Stamp Duty Paid By : PAJANCOA AND RI KARAIKAL  
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4. In case of any discrepancy please inform the Competent Authority.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**AIC-PONDICHERRY ENGINEERING COLLEGE FOUNDATION, PUDUCHERRY  
AND**

**PANDIT JAWAHARLAL NEHRU COLLEGE OF AGRICULTURE AND  
RESEARCH INSTITUTE, KARAIKAL, U.T OF PUDUCHERRY**

**FOR COOPERATION IN PROMOTING INNOVATION AND  
ENTREPRENEURSHIP**

This Memorandum of Understanding (MoU) is made between the **AIC-PONDICHERRY ENGINEERING COLLEGE FOUNDATION, Puducherry**, represented by Dr.R.Sundaramurthy, Executive Director is of the ONE PART; and Pandit Jawaharlal Nehru College of Agriculture and Research Institute, Karaikal, U.T of Puducherry hereinafter called "PAJANCOA & RI" of the other part;

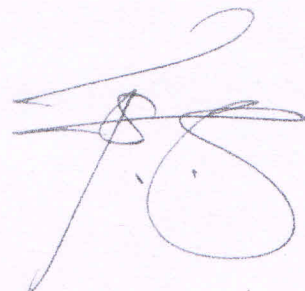
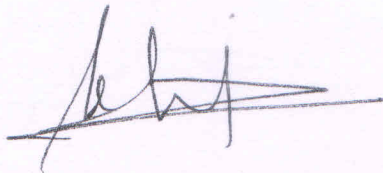
Whereas **AIC-PONDICHERRY ENGINEERING COLLEGE FOUNDATION, Puducherry** and PAJANCOA & RI, shall be hereinafter jointly referred to as the "**Parties**" and singularly as a "**party**".

Atal Incubation Centre - Pondicherry Engineering College Foundation (AIC-PECF) is fully supported and funded by Atal Innovation Mission (AIM), Niti Aayog, Government of India. AIC-PECF is established to promote innovative technology-based start-up enterprises in India. This incubation centre will provide a vibrant ecosystem for the young and student entrepreneurs who are at the initial stages of their venture by providing mentorship support, guidance and handholding.

AND WHEREAS, the PAJANCOA & RI, is the only Agricultural College and Research Institute in the U.T of Puducherry established in 2<sup>nd</sup> October,1987 by the Government of Puducherry with the prime objectives of imparting agricultural education and meeting the agricultural research and extension needs of the Union Territory. This college is offering B.Sc. (Hons) Agriculture, B.Sc. (Hons) Horticulture and PG programme in 6 departments. The institute is affiliated to the Pondicherry University, Puducherry for meeting its academic standards. This institute is accredited by ICAR (NAEAB).

NOW THEREFORE, AIC-PECF and PAJANCOA & RI inspired by their common objectives to promote innovation and entrepreneurship.

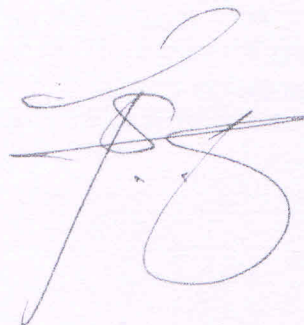
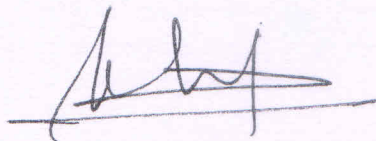
HAVE decided to enter into this MoU to promote cooperation in the field of startups and entrepreneurship development.



Based upon principles of mutual equity and reciprocity of benefits, the Parties have agreed to this Memorandum of Understanding hereinafter referred to as "MOU".

#### Article I – Objectives

- i) The Parties hereby agree to promote cooperation in the field through:
- a. AIC-PECF and PAJANCOA & RI will share common objective of development of entrepreneurship activities through provision of guidance, mentorship, facilitation of investment support etc.
  - b. Both the Parties will work together to create a culture that stimulates independent thinking and innovative ideas.
  - c. Both the Parties will work together in sharing of intellectual expertise for enabling startups/students to explore starting the own venture, through a vibrant synergy between Industry Academia Collaboration.
  - d. Both the Parties will jointly organize workshop/seminar/networking events, discussions etc. for common benefit of the entrepreneurs.
  - e. AIC-PECF and PAJANCOA & RI will work together in different stages of the ecosystem to promote innovation and entrepreneurial opportunities. AIC-PECF will play the lead role in Spark-Up & incubation stages, including grooming of entrepreneurs and taking such companies to next level so as to translate the ideas under incubation into a viable business model. During or after incubation stage, PAJANCOA & RI will consider helping enterprises in accessing potential mentor for developing the idea into a marketable product. Provide a platform for getting the industrial and financial connects. Co-organizing different programs and events for the enterprises.
  - f. AIC-PECF and PAJANCOA & RI will support in finding the right funding avenues for the most deserving startups every quarter by forming a committee.
  - g. PAJANCOA & RI will also facilitate a mentorship pool for the Incubatees of AIC-PECF.
  - h. AIC-PECF shall help PAJANCOA & RI in product design and development\*and other technology based supports.
  - i. AIC-PECF shall provide incubation facility to PAJANCOA & RI supported startups/students with innovative product ideas.
  - j. AIC-PECF shall allow PAJANCOA & RI to use the Fab lab and other infrastructure of AIC-PECF for rapid prototyping and testing by paying a minimal fee mutually agreed by both the parties.
  - k. AIC-PECF shall provide skill development and technology training to the students' community of PAJANCOA & RI.
  - l. This agreement will be reviewed at the end of 3 years to evaluate the progress and the quality of the mutual cooperation and will be amended accordingly, if necessary.



## Article-II- Intellectual Property Rights

### General Clauses:

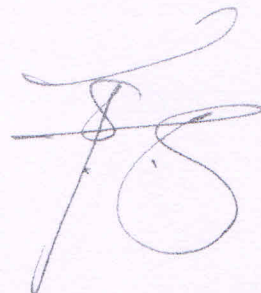
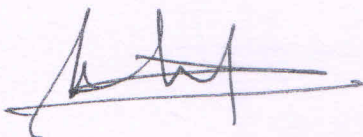
- a) Each party will ensure appropriate protection of Intellectual Property Rights generated from the cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.
- b) **PAJANCOA & RI** agrees that all rights, title and interest in any INTELLECTUAL PROPERTY created under the activities of Spark-up, Grooming, Incubation, Spin-off to create a vibrant entrepreneurial ecosystem program will belong to AIC-PECF and their Affiliates.
- c) AIC-PECF affiliates means any individual or entity that controls, is controlled by, or is under common control with the AIC-PECF and its affiliate, or otherwise having the power to direct the business affairs of the controlled entity. CONFIDENTIAL INFORMATION received from a PARTY's Affiliates shall be treated the same as CONFIDENTIAL INFORMATION received from that PARTY for all purposes under agreement.
- d) "Intellectual Property" means all forms of legal rights and protections 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.
- f) The parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third party without the consent of the other party.

### Commercialization :

- a) In case of research results obtained through joint activities under this MoU, both the AIC-PECF and the **PAJANCOA & RI** will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the parties to commercialize the technology.

### Publication:

- A) Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant of this MoU will be jointly owned. The use of the name, logo and /or official emblem of the Parties on any publication; document and/or paper will require prior permission of both the parties. It may however be ensured that the official emblem and logo is not misused.



### **Confidential information:**

- g) All information and documents to be exchanged pursuant to this Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for the purposes other than that specified without the prior written consent of the other party.
- h) All confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.
- i) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by both Parties.

### **Article III – Amendments**

The Parties to this MoU may, by mutual written consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

### **Article IV – Joint Working Group**

A Joint Working Group will be set up with representatives from both Parties to meet once in two years alternately in Puducherry and Karaikal to follow up the execution of this MoU and suggest necessary measures for its development.

### **Article V – Financial Arrangements**

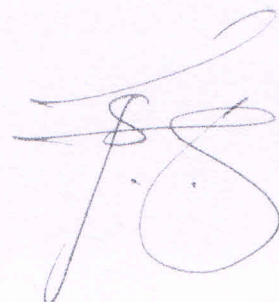
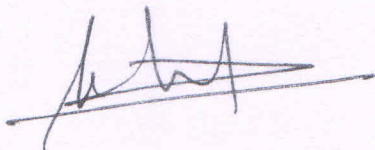
As a result of this MOU, neither Party will incur any financial obligations resulting from the actions of the other Party without a prior agreement in writing to accept specific financial obligations. Any additional collaboration agreement(s) pertaining to financial matters will be negotiated separately.

### **Article VI – Dispute Settlement**

Any dispute or difference regarding the provisions of this MoU shall be settled through mutual consultations and negotiations.

### **Article VII – Validity/Termination**

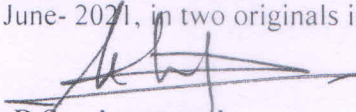
This MOU will be in effect from the date of final signature **for a period of three (3) years**, at which time negotiations can be opened for a renewal. Either Party may terminate this MOU by written notification signed by the appropriate official of the institution initiating the notice. Such notice by the other Party should be given at least six (6) months prior to the effective termination date. However, obligations and commitments already contracted for and involving their Parties shall be honoured and continued by both Parties until such commitments are completed.



### Co-ordination of Agreed Activities

In order to carry out and fulfill the aims of this Memorandum, each party will appoint a Co-ordinator, who will be responsible for managing the development and conduct of any activities which the parties agree.

IN WITNESS, whereof the two Parties hereunto have signed this MoU on this 23<sup>rd</sup> Day of June- 2021, in two originals in English language.

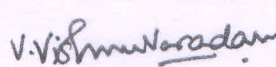
  
**Dr.R.Sundaramurthy**  
**Executive Director-AICPECF**

For and on Behalf of the For AIC-  
Pondicherry Engineering College  
Foundation

  
**Dr.Shamarao Jahagirdar**  
**Dean, PAJANCOA & RI**

For and on Behalf of the  
PAJANCOA & RI, Karaikal,  
UT of Puducherry

**Witness :**

  
Mr. Vishnu Varadan V  
Chief Executive Officer  
Atal Incubation Centre - Pondicherry Engineering College Foundation

**Witnesses :**

Dr.P.Pandian  
Professor and Head  
Department of Plant Breeding and Genetics  
Pandit Jawaharlal Nehru College of Agriculture and Research Institute  
Karaikal – 609 603  
UT of Puducherry.

Dr.R.Sankar  
Professor and Head  
Department of Soil Science and Agricultural Chemistry  
Pandit Jawaharlal Nehru College of Agriculture and Research Institute  
Karaikal – 609 603  
UT of Puducherry.