

Non Judicial



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Haryana Government



Date : 23/10/2020

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GRN No. 88622004



Penalty : ₹ 0

(Rs. Zero / 000)

Seller / First Party Detail

Name: Regional centre For Biotechnology
H.No/Floor : X Sector/Ward : X LandMark : X
City/Village : Faridabad District : Faridabad State : Haryana
Phone: 99*****49



Buyer / Second Party Detail

Name : Santosh Deemed to be university
H.No/Floor : X Sector/Ward : X LandMark : X
City/Village: Ghaziabad District : Ghaziabad State : Uttar pradesh
Phone : 99*****49

NOT

Purpose : For the purpose of executing MoU

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Regional Centre for Biotechnology providing incubation facilities in BSC BioNEST Bio-Incubator (BBB), at Regional Centre for Biotechnology campus, NCR Biotech Science Cluster, 3rd Milestone, Faridabad-Gurgaon Expressway, Faridabad-121001 (Haryana), herein referred to as the **"INCUBATION SERVICE PROVIDER"** OF THE FIRST PART

AND

Santosh Deemed to be University, a Medical University having address at No.1, Santosh Nagar, Ghaziabad, Uttar Pradesh 201009 ((hereinafter referred to as **"INCUBATEE"** which expression shall include unless repugnant to the context or meaning thereof shall mean and include their successors, administrators, representatives) OF THE SECOND PART

WHEREAS, RCB has established BSC BioNEST Bio-Incubator (herein after referred as **"BBB"**), under the aegis of BIRAC's BioNEST (Bioincubators Nurturing Entrepreneurship for Scaling Technologies) Scheme to foster innovation. provide one-stop facilitation to all entrepreneur / start-ups in India.



Where, the **INCUBATION SERVICE PROVIDER** and the **INCUBATEE** are jointly referred as "Parties" and individually referred as "Party"

Now, therefore both the parties are desirous to enter into a MoU for collaboration under BBB's program - "**SPROUT**" – An Innovation Connect (Special Program for Researcher from University Technopreneurs)

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

1. PURPOSE

Both parties are desirous of working together in multiple areas to facilitate their common goals of driving the spirit and culture of entrepreneurship among students and positively impact survival rates of startups by supporting each other's efforts in this area. In particular, second party to act as a "**SPROUT**" partner for BBB. This collaboration will also serve as a platform for cross learning, sharing knowledge, best practices on innovation and startup ecosystem development among students. This MoU will also allow the validation/testing of prototype/product and thus, shall support in generation of POC for the prototype/products developed by the companies incubated at BBB.

2. TERM

2.1 The term of this MoU shall be for a period of 12 months commencing from 19th day of October 2020. The term of this MoU may be extended by mutual agreement between the Parties, depending upon the requirement.

3. INCUBATION CONDITIONS UNDER "SPROUT"

NOW, THEREFORE, it is agreed between the Parties as under:

3.1 The First Party:

- a. shall provide incubation facilities to the innovators of the Second Party as per the regulations framed by the First Party in this regard and as amended from time to time.
- b. shall provide support for workspace, infrastructure, other services like seeking funding, technical and intellectual property (IP) assistance, subject to the terms and conditions as applicable.
- c. shall provide mentorship from its mentors once in a month for 1 hour to the incubatees of the Second Party, in the area of Biotechnology, Business Strategy and Intellectual Property.
- d. shall allow the incubatees of the Second Party to work during 9:00 AM to 5:30 PM from Monday to Friday and shall not allow to work on weekends independently.



However, if the incubatees of the Second Party wishes to work on weekends, they shall be accompanied with Principal Investigator (PI) / mentors from the Second Party.

- e. shall not provide any transport / residential arrangements to the innovators / incubatee of the Second Party.

3.2 The Second Party:

- a. shall pay the incubation fee for the bench/es as per the prevailing rates in this regard (as per Annexure-A). An advance of INR 20,000 / bench as security deposit (refundable at the time of exit) and lump sum fee / bench at the time of entering into this MoU.
- b. agrees that 02 students / Innovators shall use one bench/desk and shall procure their own consumables.
- c. shall be responsible for selecting a team and PI/mentor for the project, to guide the students and shall make sure that Innovation work should not be part of Ph.D, thesis or any other dissertation.
- d. shall form a Selection Committee with two members from BBB/RCB, for selecting the innovators under this Program.
- e. agrees to carry out the business in an ethical and lawful manner.
- f. shall expect a revision in the incubation fee with every renewal. First party shall communicate the same in advance.
- g. shall allow at Santosh Medical College and Hospital the validation and testing of the prototype / product developed by the companies incubated at First Party's premises. Second party shall have a separate Agreement/MoU for the companies who would like to validate and test their prototype / products subject to the terms and conditions as applicable. The First Party shall not be responsible for any liabilities in terms of payment etc.
- h. hereby acknowledges and agrees that the Second Party will duly acknowledge the First Party on all platforms.

4. CONFIDENTIALITY

- 4.1 Each Party agrees that it shall protect the secrecy of and shall prevent any unauthorized disclosure and/or unauthorized use of the Confidential Information.



- 4.2 Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions, (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, potential customer or partner information, customer data.
- 4.3 Without limiting the foregoing, each party shall take at least those measures to protect Confidential Information received or developed under this MoU that it takes to protect its own most highly confidential information.
- 4.4 Neither Party is authorized to use the name(s) and/or logo(s) of the other Party for publicity and marketing without the written consent of such Party.

5. INTELLECTUAL PROPERTY (IP)

- 5.1 The Second Party shall own all IP Rights arising out of the activities performed under this MoU as may be granted by law, as far as no infringement of Third Party rights occurs.
- 5.2 Wherever the Faculty/ Scientist/ Researcher of the First Party is involved in generating the IP along with the Second Party, both the parties may agree on sharing the IP rights jointly on a case to case basis.
- 5.3 The Second Party may publish the results of the research gained in the course of this MoU, in a paper/ manuscript etc. Wherever, any involvement of the Faculty/ Scientist/ Researcher/ staff of the First Party, the Second Party agrees to give appropriate recognition for all scientific or other contributions in any publication or presentation relating to the Research conducted under this MoU.

6. FORCE MAJEURE

Neither parties shall be liable for failure to perform their respective obligations, if such failure is as a result of Acts of God (including but not limited to fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, terrorist activities, embargo, no party is entitled to terminate this MoU under Termination Clause in such circumstances. If the force majeure conditions continued beyond three (3) months, the Parties shall jointly decide about the future course of action.

7. INDEMNITY CLAUSE

Each Party ("Defaulting Party") hereby agrees to indemnify, defend and hold harmless the other Party ("Non-Defaulting Party"), its employees, members, directors, managers and officers from and against any loss, liability, damage, penalty or expenses including



attorney's fees and cost of defense which the Non-Defaulting Party may suffer or incur as a result of (i) any gross negligence or willful misconduct or fraud of Defaulting Party, its employees or agents; (ii) breach of the representation, warranty and undertakings made by the Defaulting Party under this MoU.

8. DISPUTE RESOLUTION

- 8.1 In the event of any dispute between the Parties arising under this agreement (including with regard to the existence, validity or enforceability of this MoU or any clauses hereof), the First Party and Second Party shall use their best efforts to resolve such disputes amicably through mutual discussions.
- 8.2 Any dispute, which cannot be settled amicably within 30 working days after receipt of written request for amicable settlement, shall be referred to and decided by a sole arbitrator, who shall be appointed jointly by both the Parties. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 and the venue of the arbitration shall be in New Delhi.

9. NOTICES

Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.

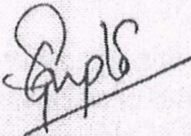
10. TERMINATION

- 10.1 Each Party shall be entitled to terminate this MoU by giving the other Party a written notice of at least 1 (One) month.
- 10.2 However, in the event of any breach of the terms of this MoU by the Second Party, the First Party shall be entitled to terminate this MoU forthwith, by informing the Second Party.
- 10.3 All the dues should be cleared by the Second Party, before it vacates the scheduled Premises. The outstanding dues, if any, shall be adjusted against the Security Deposit and if the dues are more than the security deposits, the same shall be recovered from the Second Party and/or its directors or promoters.




IN WITNESS, whereof the parties hereto have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

FOR THE INCUBATION SERVICE PROVIDER FOR THE INCUBATEE

SIGNATURE 

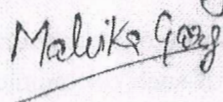
(AUTHORIZED SIGNATORY OF RCB)
मुख्य प्रपालन अधिकारी / Chief Operational Officer
क्षेत्रीय जैवप्रौद्योगिकी केंद्र / Regional Centre for Biotechnology
(जैवप्रौद्योगिकी विभाग, भारत सरकार द्वारा स्थापित)
(Estd. by the Dept. of Biotechnology, Govt of India)
भारत सरकार नूतनता के तत्वावधान में
Under the auspices of UNESCO
एन सी आर बायोटेक साइंस क्लस्टर / NCR Biotech Science Cluster
पृथ्वी मील पथ पर फरीदाबाद-गुरुग्राम एक्सप्रेसवे
3rd Milestone, Faridabad-Gurgaon Expressway
फरीदाबाद - 121 055 (हरियाणा) / Faridabad - 121 001 (Haryana)

Date:

SIGNATURE 
(DR. V.P. GUPTA, REGISTRAR)
SANTOSH DEEMED TO BE UNIVERSITY

Date:



WITNESS:
Name: Malwika Garg
Signature: 

WITNESS:
Name:
Signature

Annexure A

Facility Usage: Agrees to pay the charges of Rs1,32,000 – for two benches (Rupees One Lakh Thirty Two Thousand only).

Facility Usage

Two Bench Spaces (@ 66,000 /- bench) = Rs.1,32,000 /-

Advance (@ 20,000/-bench) = Rs. 40,000 /-

Total = Rs. 1, 72,000/-

