



# Swarnnim Startup & Innovation University

## Policy on Collaboration and MoUs





# Policy for MoU and Collaboration

In research, a Memorandum of Understanding (MoU) is an essential tool for formalizing collaborations between other institutions, universities, hospital, laboratory, research centers, industries, charitable trust and many more. It is a preliminary agreement that sets out the framework for future collaboration. The Swarnim Startup and Innovation University, Bhoyan Rathod, Gandhinagar envisions collaborating with other national and international institutions, national and international universities, hospital, laboratory, research centers, industries, trust and other agencies . Therefore, the policy dealing with collaborations between universities, Industries and institutions has been named the Policy for Memorandum of Understanding (MoU). The collaboration between two or more parties (Individual Faculty Members and Departments) of different Universities/Industries/Research Institutions/Hospital/Laboratory/Agencies/trust/etc. has been named a Memorandum of Academic Support/Association (MoA/MoAA).

## **SCOPE OF CO-OPERATIONS**

### **1. Sharing of Physical Resources for Mutual Benefits:**

- (a) Laboratory
- (b) Startup Lab
- (c) Incubation center
- (d) Computer Center/Facility
- (e) Classroom
- (f) Auditorium, Playground, Indoor stadium etc.
- (g) Hospital

### **2. Knowledge Sharing through:**

- (a) Workshop, Seminar, FDP, Lectures etc
- (b) Promotion of participation of the faculty members as Resource Person
- (c) Internships for students
- (d) Joint academic programs for the Award of Certificate/Diploma



- (e) Faculty Exchange , Course sharing, curriculum sharing

### **3. Research Collaboration**

- (a) Startup
- (b) Access to Research Lab, and Data Sharing
- (c) Participation in Collaborative Research/Project work for both faculties and Students
- (d) IPR
- (e) Collaborative Consultancy work
- (f) Hospital
- (g) Laboratory
- (h) International University

### **4. Collaboration with Industry**

- (a) Collaboration for Student Placement and Apprentice
- (b) Industry Visit, Internship and Training
- (c) Participation as Industry Expert in Curriculum Development
- (d) Engagement in Course/Content delivery
- (e) Consultancy works
- (f) Data, Laboratory and Equipment sharing for R&D Activities

### **5. Collaborative activities as Social Responsibility**

- (a) Joint Awareness Programs
- (b) Relief Activities, donation etc.
- (c) Collaborative cultural programs
- (d) Medical camps





## GUIDELINES

### **Purpose and Scope:**

#### **1. Purpose**

The primary purpose of this Memorandum of Understanding (MOU) is to establish a framework for collaboration between Swarnim Startup and Innovation University and other party. This MOU aims to promote mutual cooperation in areas of innovation, entrepreneurship, research, training, knowledge sharing, and resource mobilization.

The MOU outlines the roles, responsibilities, and expectations of both parties to achieve shared goals and to foster an environment conducive to startup development, industry-academia linkages, and capacity building.

#### **2. Scope**

This MOU covers a broad range of collaborative activities, which may include but are not limited to:

**Joint Research and Development (R&D):** Facilitate research on topics of mutual interest, especially in the areas of innovation, technology, and entrepreneurship.

**Startup Incubation Support:** Support the incubation and development of startups through mentorship, funding support, technical assistance, and industry linkage.

**Skill Development and Training:** Organize workshops, seminars, and certification programs to enhance entrepreneurial skills and knowledge among students, faculty, and startups.

**Internship and Placement Opportunities:** Facilitate internships and placements for students in partner organizations to provide real-world exposure and hands-on experience.

**Knowledge Sharing:** Exchange of ideas, research findings, and best practices to foster innovation in academia and industry.





**Access to Infrastructure:** Utilize each other's resources, such as laboratories, co-working spaces, libraries, and other infrastructure to support the development of startups and innovations.

**Intellectual Property (IP) Management:** Collaborate on IP protection, licensing, and commercialization of jointly developed products, technologies, or solutions.

### **Responsibilities and Contributions**

The MoU should outline the responsibilities and contributions of each party. This includes defining the roles and tasks of each party, the resources and funding they will provide, and the timeline for the completion of tasks. Ensuring that the roles and responsibilities are clearly defined is essential to avoid confusion and misunderstandings.

### **Intellectual Property**

Intellectual property (IP) is a crucial aspect of research collaboration. The MoU should clearly define the IP's ownership, management, and protection generated during the collaboration. It should also specify the conditions for the IP's use, dissemination, and commercialization.

### **Confidentiality**

Confidentiality is essential in research collaboration, mainly when dealing with sensitive data or proprietary information. The MoU should include a confidentiality clause that specifies the scope of privacy, the exceptions, and the remedies for breach of confidentiality. This will ensure that the parties understand their obligations and are held accountable if they violate the agreement.

### **Dispute Resolution**

In the event of a dispute or disagreement, the MoU should include a clause outlining the process for resolving disputes. This may include mediation, arbitration, or litigation. It is essential to have a transparent dispute resolution process to avoid costly legal battles and damage to the collaboration.





### **Termination**

The MoU should include a termination clause that outlines the circumstances under which the collaboration can be terminated, the notice period, and the consequences of termination. This will ensure that the parties understand the conditions under which the collaboration can be terminated and the consequences of doing so.

### **Funding and Budget**

One of the most critical aspects of research collaboration is funding. The MoU should specify the funding sources, the amount of funding, and the budget for the collaboration. It should also outline the process for financial reporting, the management of funds, and the allocation of resources.

### **Project Management and Reporting**

Effective project management is essential for the success of research collaboration. The MoU should outline the project management structure, including the appointment of a project manager, the roles and responsibilities of the project team, and the communication and reporting requirements. It should also specify the frequency and format of project reporting.

### **Ethical Considerations**

Research collaboration should be conducted in accordance with ethical principles and guidelines. The MoU should specify the ethical considerations, including the protection of human subjects, the use of animals in research, and the management of conflicts of interest. It should also outline the process for obtaining ethical approval and the reporting requirements for ethical issues.

### **Publication and Dissemination of Results**

The MoU should specify the conditions for the publication and dissemination of research results. This includes the authorship criteria, the timeline for





publication, the journal selection criteria, and the requirements for open access publishing. It should also outline the process for data sharing and the management of intellectual property rights.

### **Collaborative Opportunities**

The MoU Agreement should specify the opportunities for collaboration between the parties. This includes joint research projects, joint publications, joint funding applications, and joint conferences and workshops. It should also outline the process for identifying and pursuing new collaborative opportunities.

### **Format**

Article I - Introduction of Participants should specify the parties of MoU and their details. Article II - Purpose of Agreement should clearly state the mutual benefits of MoU.

Article III - Scope of Activities should be defined very clearly including the financial implications, if any.

Article IV – Duration of MoU should be for a period of maximum 5 years or more, and can be renewed after 5 years with mutual consent of the parties.

Article V - Competent Authority includes Head of the Institution.

Article VI - Force Majeure terms and conditions should be stated clearly. Article VII – Arbitration clause should be specified.

Article VIII –Signature of parties of MoU





## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and executed on this \_\_\_ day of \_\_\_, 2024 (hereinafter referred to as "MoU") BY AND BETWEEN

**Swarnnim Startup & Innovation University**, having its Registered office at, **Bhoyan Rathod, Opposite IFFCO, Near ONGC WSS, Adalaj Kalol Highway, Gandhinagar, Gujarat - 382420.** hereinafter referred to as "First Party" (which expression shall, unless it is repugnant to the context and meaning thereof, shall mean and include its successors and assigns) of the ONE PART;

AND

\_\_\_\_\_, a company incorporated under the \_\_\_\_\_ Act, YEAR and having its registered office at \_\_\_\_\_ (hereinafter referred to as "Service Provider/Second Party", which expression shall unless repugnant to the context or meaning thereof, include its representatives, successors in interests, and permanent assigns) of the SECOND PART;

"First Party" and "Service Provider/Second Party" shall hereinafter be individually referred to as "Party" and collectively as "Parties".

WHEREAS the Second Party will provide \_\_\_\_\_ to the first party for \_\_\_\_\_ purposes, Like ABC \_\_\_\_\_ etc.

WHEREAS Service Receiver will be such \_\_\_\_\_ which are eligible for making Application provided by the Second party to First Party.

NOW THIS MOU WITNESSETH AS UNDER AGREED BY AND BETWEEN THE PARTIES HERETO:

### 1. DEFINITIONS

- a. "Confidential Information" shall mean and include the commercials involved, transactional details and any/all the information exchanged (whether in writing, orally or by any other means) between the parties during the term of this MoU except the:
  - i. information which is there in the public domain or
  - ii. information that is received by a Party from a third person without breach of a confidentiality obligation by such third person, or





- iii. disclosure of any information by a Party under any applicable law, rule, regulation or to a judicial, regulatory, quasi-judicial, administrative or governmental body or authority;
  - iv. is independently developed by Receiving Party without use of such Confidential Information;
  - v. with prior written consent of Disclosing Party; and/or
- b. "Service Receiver" will be such Companies, Limited Liability Partnership (LLP) which are Start-ups duly recognized by the Department for Promotion of Industry and Internal Trade (DPIIT).

## 2. OBJECTIVE:

- a. The objective of this "MoU" is to express the willingness of both parties to engage in a deal-sourcing arrangement wherein both parties agree to assist and complement each other in the fundraising/servicing process for clients of the First party. This deal sourcing "MoU" aims at fostering and strengthening the service network of both the involved parties.
- b. It is not the intent of this "MoU" to restrict the Parties to this "MoU" from their involvement or participation with any other public or private individuals, agencies, or organizations.

## 3. ENGAGEMENT AND SERVICE:

Both the Parties hereby agree to provide the following.

- a. The Second-party shall provide details of all the available clients with it to the First Party and First Party agrees to provide the services for the same by providing all the work assistance for disbursement of loan to the clients of the Second Party.
- b. The Second Party shall provide all the relevant documents/data which is required for the investment purposes, boot camp, a recommendation letter, mentorship, co-working space etc. by the First Party.
- c. The Second Party agrees that the standard of the services provided shall be at a level of skill, diligence, prudence and foresight that is expected of a skilled and experienced professional person providing the services.

## 4. TERM:

This MoU shall be valid, effective and binding on both the Parties for a tenure of \_\_\_\_\_ year commencing from the date of execution and shall be renewed thereafter for a further period, subject to a review of operations/commercials and mutual consent of both the Parties thereon in writing.

## 5. CONFIDENTIALITY:

Neither Parties shall divulge information concerning this MoU or the terms and conditions of this MoU to any third Party, without prior written consent of the other Party nor shall such consent be unreasonably withheld. Each Party, and its employees shall keep all information belonging to or provided by the other, including any discussions between the two parties, in the strictest confidence and not use it nor disclose it without the prior written consent of the said other Party.

The subject of the work under this MoU and all details relating to it and the work will be held confidential for perpetuity. The First Party upon acquiring the Confidential Information shall hold in trust and confidence the information possessed by said party and shall not disclose it to any other party or use it for its own benefit or any other without obtaining the written consent of the Service Provider.





## 6. TERMINATION:

Either party may terminate this **MoU** at any time by giving prior written notice of not less than thirty (30) days to the other party by assigning the reason for the termination. Termination under any of the provisions of this **MoU** shall not affect the ongoing process on the Companies already provided before such termination.

## 7. SUB-CONTRACTING

- a. First Party will not assign or sub-contract its obligations to any party without the prior written consent of Second party.
- b. First Party shall ensure that any sub-contractor appointed in terms of this "**MoU**" will be bound by similar terms as contained herein, including terms relating to confidentiality, protection of intellectual property.

## 8. ASSIGNMENT:

Neither party shall be entitled to assign or transfer all or any of its rights, benefits or remedies under this **MoU** at any time and from time to time to any other party/company without the prior written consent of the other, such consent not being unreasonably withheld.

## 9. ANTI-CORRUPTION AND BRIBERY:

Each Party agrees that they are and they will continue to comply with all applicable anti-corruption and bribery laws, as may become applicable from time-to-time post execution of this "**MOU**" ("Anti-corruption Laws") and ensure that its employees, officer, directors and affiliates also conform to the same. Neither Party will do any act in contravention of the Anti-corruption Laws which would in any manner be detrimental to the interest of the other Party under this "**MoU**". In the event of any breach by a Party of any Anti-corruption Laws, the other Party shall have the right to immediately terminate this "**MoU**"; without notice and take such action as is available under law.

## 10. RELATIONSHIP BETWEEN THE PARTIES:

Each Party hereto is an independent contractor, responsible for its own actions. Nothing in this **MoU** shall be deemed to constitute or form an employment relationship, partnership, agency or other form of business relationship. Neither party shall have the right or authority to create any obligation, whether express or implied, on behalf of the other.

## 11. THIRD PARTIES:

This **MoU** does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the service receiver or service provider because of any terms contained in this **MoU**.

## 12. REPRESENTATIONS AND WARRANTIES:

Each party represent and warrants to the other party:

- (a) That they have been incorporated in accordance with the provisions of the applicable laws of India respectively, and continue to validly exist in accordance with the applicable Laws and their respective incorporation documents.





- (b) Each of the signatories to the present MoU have been duly authorized to execute and implement the terms and conditions of this MoU;
- (c) Neither Parties shall do or cause to do any act or omission or permit or consent to directly or indirectly any act or omission that may adversely affect the goodwill and reputation of either party.
- (d) The statements, representations and warranties made herein are true, correct and accurate and shall survive the duration or termination of this MoU.

### 13. MODIFICATION:

This MoU may be modified or amended only by a duly authorized written instrument executed by the parties hereto by way of mutual understanding.

### 14. SEVERABILITY:

If any provision of this MoU is finally determined to be unenforceable under the Law, then such provision shall be deemed to be severed from this MoU. It shall not affect the legality or enforceability of any other provision of this MoU, which shall remain in full force and effect.

### 15. ENFORCEMENT AND WAIVER:

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this MoU, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

### 16. EFFECTIVE DATE:

The effective date of this MoU shall be the date first written above regardless of the date when the MoU is actually signed or executed by both the parties.

### 17. FORCE MAJEURE:

Neither Party shall be liable for full or partial failure to perform its obligations if the default is a consequence of force majeure circumstances. If those circumstances arise, the term for the performance of the obligations under this Contract shall be delayed in proportion to the duration of those circumstances and their consequences.

### 18. GOVERNING LAW AND JURISDICTION:

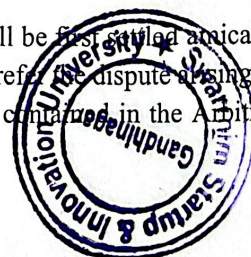
This MoU shall be governed, in all respects by the laws of India and subject to the jurisdiction of Courts in Ahmedabad.

### 19. INTELLECTUAL PROPERTY RIGHTS (IPR):

Both the Parties agree that a non-exclusive, non-transferable, and revocable license to use its logo after taking prior permission (collectively, the "IPR") solely for external promotional purposes, to use on websites, one-pagers, pitch decks, and other marketing materials.

### 20. ARBITRATION:

All disputes, differences and/or claims arising out of this MoU shall be first settled amicably by the parties inter-se. On failure of amicable settlement, either Party may refer the dispute arising out of the terms of this MoU to arbitration in accordance with the provision contained in the Arbitration and





Conciliation Act, 1996, and rules and regulations framed there under. The Parties, once the arbitration is invoked by way of Notice, appoint a mutually agreeable sole Arbitrator as per law. If the parties fail to come to an MoU for appointment of an arbitrator, the parties shall take a recourse for the appointment of arbitrator under Arbitration and Conciliation Act, 1996. The orders and award passed by the Arbitrator shall be final and binding on all the parties concerned. The arbitration proceedings shall be conducted in English and the venue of the Arbitration shall be at Ahmedabad, Gujarat.

## 21. NOTICES:

Any and all notices, demands, or other communications required or desired to be given hereunder by any party hereto shall be in writing and shall be validly given or made to another party if personally served or if sent by Registered post acknowledgment due or by facsimile at the address mentioned herein or the last known address of the Recipient party. Any party hereto may change its address by a written notice given in the manner provided above.

## 22. ENTIRE MOU:

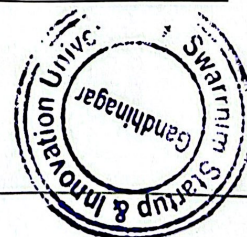
This MoU constitutes the entire understanding between the parties and supersedes any prior MoU or understanding relating to the subject matter of this MoU.

## 23. COUNTERPART:

This MoU may be executed in one or more counterparts, each of which will be deemed as original which together will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands on the day, month and year first hereinabove written.

<u>FIRST-PARTY</u>	<u>SECOND-PARTY</u>
Name: Swarnnim Incubation Center & Swarnnim Startup & Innovation University	Name: _____
Title:	Title:
Address: Bhoyan Rathod, Opposite IFFCO, Near ONGC WSS, Adalaj Kalol Highway, Gandhinagar, Gujarat - 382420	Address. _____





Date:	Date:
Signature (Sign With Stamp) <b>Registrar</b> <b>Swarnim Startup &amp; Innovation University</b> <b>At: Boyan Rathod, Gandhinagar.</b>	Signature (Sign With Stamp)

