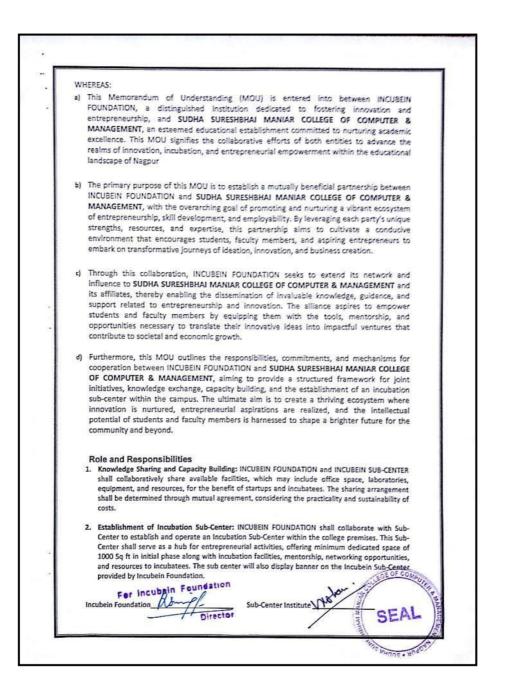


Scanned by CamScanner

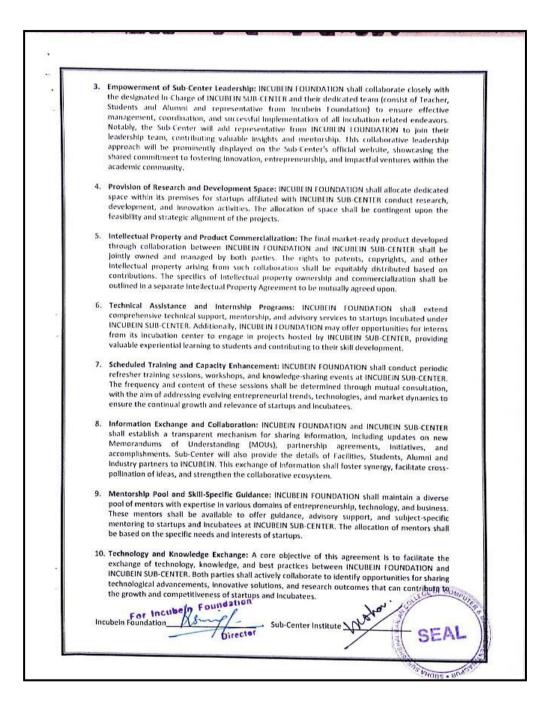
Rs. 100 एक सौ रुपये ONE **ড.** 100 HUNDRED RUPEES भारत INDIA INDIA NON JUDICIAL NAGPUP TREASUR 52AA 818040 **HEIRING MAHARASHTRA** © 2022 © 1 1 AUS 2023 Stamp Brad Lien 1 %. This Memorandum of Understanding is established in Nagpur On the \_\_\_\_\_\_ day of \_\_\_August 2023. This agreement is entered into BY AND BETWEEN INCUBEIN FOUNDATION, an eminent Business Incubation Center, located at University Gampus, Amravati Rd, Nagpur 440033, Maharashtra, India. Hereinafter referred to as "INCUBEIN," represented by its Director, Incubein Foundation. The term "INCUBEIN" shall include its successors and permitted assignees, unless contrary to the context or meaning thereof. AND SUDHA SURESHBHAI MANIAR COLLEGE OF COMPUTER & MANAGEMENT, hereinafter referred to as "INCUBEIN Sub-Center" through its designated partner, which expression shall a unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assignees. E OF C For Incubein/Fou Sub-Center Institute n Foundation SEA Scanned by CamScanner







## Scanned by CamScanner



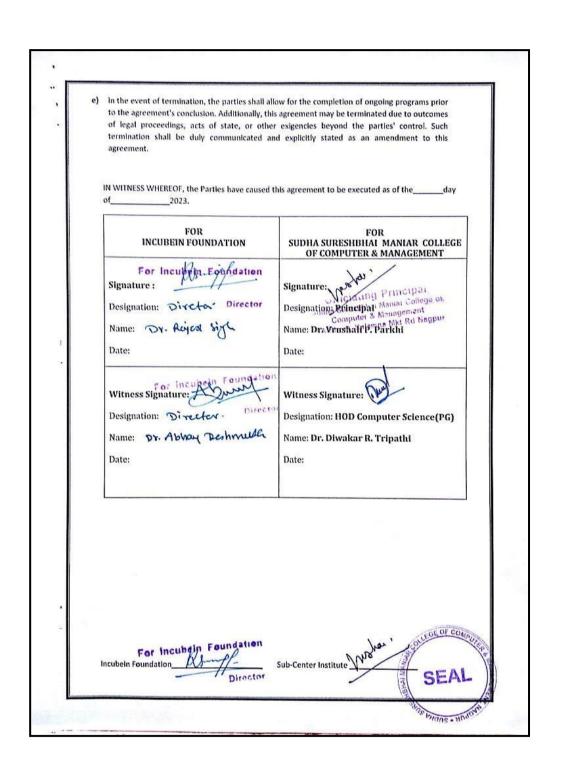


11. Extension of Collaborative Endeavors: The parties acknowledge that the success of this collaboration may lead to further agreements or extensions based on mutual understanding and strategic alignment. INCUBEIN FOUNDATION shall remain committed to offering ongoing assistance, expertise, and support to INCUBEIN SUB-CENTER ensuring its sustained growth and impact within the academic and entrepreneurial community.
12. Faculty Engagement and Expertise Sharing: INCUBEIN SUB-CENTER shall provide comprehensive details of its faculty members, including their areas of expertise, research interests, and industry experience, to INCUBEIN FOUNDATION. This information shall facilitate targeted mentorship, collaboration, and resource allocation to align with the expertise of faculty members and enhance the overall value proposition for startups.
13. Student Outreach and Engagement: INCUBEIN FOUNDATION and INCUBEIN SUB-CENTER shall collaborate to disseminate information, updates, and opportunities related to entrepreneurship, innovation, and incubation to the student body. Regular communication channels shall be established to ensure that students are informed about workshops, events, internship opportunities, and initiatives, fostering active student engagement and participation. Sub-Center will provide each year student's details to incubein Foundation so that direct communication with students is possible. The sub-Centers will make sure to add the details of incubein Foundation in all the promotional activities.
14. Collaborative Problem-Solving: INCUBEIN SUB-CENTER shall maintain open lines of communication with INCUBEIN FOUNDATION, regularly sharing updates on the activities, progress, challenges, and requirements of its incubation team. This collaborative approach shall enable INCUBEIN FOUNDATION to provide timely solutions, support, and guidance to address challenges and ensure the effective functioning of the incubation Sub-Center.
15. Program Planning and Execution: INCUBEIN FOUNDATION and INCUBEIN SUB-CENTER shall jointly conceptualize, plan, and execute a diverse range of programs, including seminars, workshops, hackathons, and events. The responsibility for promotion and seamless execution of these initiatives shall be shared between both parties, aiming to engage the entrepreneurial community and foster innovation-driven learning experiences.
16. Joint Incubation and Idea Catalysis: INCUBEIN SUB-CENTER shall have the opportunity to collaborate with INCUBEIN FOUNDATION to elevate promising ideas and prototypes to the next level of development. Registered Innovative concepts within the Sub-Center shall sign co- incubation agreement with INCUBEIN FOUNDATION, which will enhance the potential for successful entrepreneurship.
17. Co-Incubation and Brand Usage: In cases of co-incubation, INCUBEIN SUB-CENTER shall ensure that incubatees sign a separate agreement with INCUBEIN FOUNDATION outlining the terms and conditions of co-incubation. Furthermore, prior written permission from INCUBEIN FOUNDATION shall be sought before using the name or affiliation of INCUBEIN FOUNDATION or RTM Nagpur University in any external communications, marketing materials, or business endeavors.
18. Progress Reporting and Agreement Continuation: INCUBEIN SUB-CENTER shall provide quarterly and annual reports to INCUBEIN FOUNDATION detailing the progress, achievements, challenges, and outcomes of the Incubation Sub-Center. The timely submission of these reports shall be a vital component of the agreement's continuity, ensuring transparency, accountability, and informed decision-making. Failure to submit reports may trigger a review of the agreement and lead to potential termination.
Incubeln Foundation



19. Dispute Resolution Mechanism: In the event of disputes arising from this agreement or its interpretation, INCUBEIN FOUNDATION and INCUBEIN SUB-CENTER shall engage in good-faith mutual discussions to reach an amicable resolution. Should these discussions prove unsuccessful, either party or both parties may refer the matter to the Board of Directors of INCUBEIN FOUNDATION, whose decision shall be binding. The resolution process shall be governed by the principles of fairness, impartiality, and promptness.
20. Arbitration Clause: In cases where the resolution process outlined in the previous point is exhausted without achieving a resolution, the aggrieved party or parties shall have the option to initiate arbitration. The arbitration process shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitrator shall be appointed by the Board of Directors of INCUBEIN FOUNDATION, considering factors such as expertise and impartiality. The arbitration proceedings shall be conducted in English and held in Nagpur, with the costs shared equally between the parties.
21. Conduct and Integrity: INCUBEIN SUB-CENTER shall conduct its activities and initiatives in a manner consistent with the principles, values, and interests of INCUBEIN FOUNDATION and RTM Nagpur University (RTMNU). The parties shall strive to maintain mutual respect, integrity, and professionalism throughout the collaboration. In cases of disagreements over the interpretation or conduct of activities, the decision of INCUBEIN FOUNDATION shall be deemed final and binding.
22. Legal Expenses and Documentation: INCUBEIN SUB-CENTER shall bear the legal expenses associated with the drafting and preparation of agreements between the parties. This shall include costs related to legal documentation, formalization of partnership arrangements, and any required agreements that govern the collaborative initiatives. The equitable distribution of legal expenses shall be mutually agreed upon during the process.
TERM AND TERMINATION
<ul> <li>a) This Agreement shall be effective from the date of signing and shall remain in force for a period of three years ("Initial Term").</li> </ul>
b) Sub-Centers shall pay a processing fee of Rs. 3000/- (Rs. Three thousand only for three years) through a Demand Draft (DD) or Cheque payable to INCUBEIN FOUNDATION upon establishing the Sub-Center.
<ul> <li>c) This agreement may be extended beyond the Initial Term upon mutual consent in writing, subject to a review by the INCUBEIN team based on the growth and achievements of the Sub- Center.</li> </ul>
<ul> <li>Center.</li> <li>d) This agreement shall continue in effect as stated above. Either party may terminate this agreement by providing one month's written notice, without requirement of assigning reasons. However, such termination shall not absolve the SUB-CENTERS and its promoters of their obligations incurred under this agreement. Furthermore, INCUBEIN reserves the right to terminate the agreement with immediate effect if it loses confidence in the SUB-CENTERS, discovers acts of omission or commission involving moral turpitude, or if such actions are detrimental to the interests of INCUBEIN. Termination may also occur if the SUB-CENTER is unable to fulfill its liabilities, faces insolvency, or if circumstances deemed undesirable by INCUBEIN/RTMNU arise.</li> </ul>
Incubein Foundation Director Sub-Center Institute SEAL





Officiering Principal Sudha Surekitha Henier College et Computer & Naccegment ElA Street, Kelemna Mikt Rd Nagpu